

**CITY OF TUCSON**  
**COMMUNITY SERVICES DEPARTMENT**  
**HOUSING MANAGEMENT DIVISION**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

**DRAFT**

**DECEMBER, 2009**

**LOW INCOME PUBLIC HOUSING**

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This Admissions and Continued Occupancy Policy defines the Public 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 Public Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

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

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

### ***2.1 POLICY STATEMENT***

As the Public Housing Authority (PHA) for the City of Tucson, the Community Services Department (CSD) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the housing authority's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification, the Community Services Department will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. The PHA will maintain this policy and make it available for review at the following offices:

Community Services Department, 310 N. Commerce Park Loop  
All Housing Management Zone offices  
On the City of Tucson web page: [www.tucsonaz.gov](http://www.tucsonaz.gov)

### ***2.2 LEGAL AUTHORITY***

The PHA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each act.

### **2.3 MONITORING AND ENFORCEMENT**

The PHA's Public Housing Administrator is responsible for monitoring compliance with this policy. Individuals who have questions regarding this policy, its interpretation or implementation should contact their property manager.

### **2.4 STAFF TRAINING**

The PHA will ensure that all appropriate staff receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

### **2.5 REASONABLE ACCOMMODATION**

A person with a disability may request a reasonable accommodation at any time during the application process or residency in public housing. The individual, PHA staff or any person identified by the individual, must reduce all requests to writing. The PHA reserves the right to request verification of a need for a reasonable accommodation

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

### **2.6 APPLICATION OF REASONABLE ACCOMMODATION POLICY**

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs administered by the PHA:

- (a) Applicants of Public Housing;
- (b) Residents of public housing developments;
- (c) Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the PHA, its agents or contractors including all non-housing facilities and common areas owned or operated by the PHA.

### **2.7 PERSON WITH A DISABILITY**

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense

organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the PHA’s programs or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

## **2.8 MAJOR LIFE ACTIVITIES**

Major Life Activities include functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

## **2.9 EXAMPLES OF REASONABLE ACCOMMODATIONS**

Examples of reasonable accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- (b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- (c) Allowing a live-in aid to reside in an appropriately sized PHA unit;
- (d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- (e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- (f) Making documents available in large type, computer disc or Braille;
- (g) Providing qualified sign language interpreters for applicant or resident meetings with PHA staff; or at resident meetings;
- (h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- (i) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
- (j) A change in policy or procedure.

## **2.10 PROCESSING OF REASONABLE ACCOMMODATION REQUESTS**

The PHA will provide the “Request for Reasonable Accommodation” form to all applicants, residents or individuals with disabilities who request a reasonable accommodation. *An accommodation request for a live-in aide has a separate form.* Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, all reasonable accommodation requests must be reduced to writing. If needed as a reasonable accommodation, the PHA will assist the individual in completing the Request Form. Health and safety issues and administrative burden issues may influence our decision to grant reasonable accommodations.

(a) The PHA will provide all applicants with the Request Form as an attachment to the PHA application if requested.

(b) Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. The PHA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

(c) The PHA will provide all residents with the Request Form as an original form or in an alternate form, at any time upon request.

(d) Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of the PHA.

(e) If approval is granted at the management level, the management representative will respond to the resident’s request within fourteen (14) business days of receipt absent of any extenuating circumstances. If approval is not granted at the management level, the management representative, or private management company will forward the resident’s reasonable accommodation request(s) to the program Administrator within fourteen (14) business days of receipt.

(f) Within twenty (20) business days or receipt, the program Administrator will respond to the Resident’s Request.

(g) If additional information or documentation is required, the program Administrator will notify the resident, in writing, of the need for the additional information or documentation. The Program Administrator will provide the resident with the “Request for Information or Verification Form”. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

(h) Within thirty (30) business days of receipt of the request for additional information and, if necessary, all supporting documentation, the PHA will provide written notification to the resident of its decision to approve or deny the resident’s request(s). Upon request, the written notification will be provided in an alternate format.

(i) If PHA approves the accommodation request(s), the resident will be notified of the projected date for implementation. All requests for reasonable accommodation that are approved by the divisional representative will promptly be implemented or begin the process of implementation.

(j) If the accommodation is denied, the resident will be notified of the reasons for denial. In

addition, the notification of the denial will also provide the resident with information regarding PHA's HUD-approved Grievance Procedures.

(k) The ADA/504 Coordinator will serve as the Hearing Officer for grievances regarding Requests for Accommodations.

## **2.11 VERIFICATION OF REASONABLE ACCOMMODATION REQUEST**

The PHA may request documentation of the need for a reasonable accommodation as identified on the Request for Reasonable Accommodation Form. In addition, the PHA may request that the individual provide suggested reasonable accommodations.

The PHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the PHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the PHA may not require specific details regarding the individual's disability. The PHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). The PHA may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies). Completed medical verifications that do not indicate a permanent disability will be reverified annually.

The following may provide verification of a resident's disability and the need for the requested accommodation(s) as needed on the Request for Information or Verification Form:

- (a) Physician;
- (b) Licensed health professional;
- (c) Professional representing a social service agency; or
- (d) Disability agency or clinic.

Upon receipt, the resident's Property Manager, including private management companies operating on behalf of PHA, will forward the recommendation, including all supporting documentation, to the PHA's Program Administrator within seven (7) days of receipt if not approved at the management level.

## **2.12 DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)**

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of State and/or federal law;
- (b) A fundamental alteration in the nature of the PHA public housing program;
- (c) An undue financial and administrative burden on PHA;
- (d) A structurally infeasible alteration; or
- (e) An alteration requiring the removal or alteration of a load-bearing structural member.

## **2.13 TRANSFER AS REASONABLE ACCOMMODATION**

Management shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, PHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications. However, if that resident rejects the proffered transfer or voucher, PHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.

If the resident accepts the transfer, the PHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, PHA shall pay the reasonable moving expenses, including utilities fees and deposits. Nothing contained in this paragraph is intended to modify the terms of PHA's Tenant and Assignment Plan and any resident's rights thereunder.

#### **2.14 HOUSING CHOICE VOUCHER AS REASONABLE ACCOMMODATION**

If Management determines that the reasonable accommodation request cannot be granted within the Public Housing Program, Management may provide a Housing Choice Voucher, if available, as a way to fulfill the accommodation request.

When issuing a voucher as an accommodation, PHA must include a list of current available accessible units known to PHA, upon request. PHA will also provide search assistance. PHA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing. See 24 C.F.R. § 8.28.

Extensions beyond the maximum term of one hundred eighty (180) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.

The PHA may, if necessary as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. §§ 8.28 and 982.504(b)(2).

Upon request by an applicant, participant, or their representative, PHA will ask the HUD Field Office for an exception payment standard up to 120% of the Fair Market Rent (FMR). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to PHA.

In exceptional cases, PHA may ask the Assistant Secretary for Public and Indian Housing of HUD for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

#### **2.15 SERVICE OR ASSISTANCE ANIMALS**

Residents of PHA with disabilities are permitted to have assistance animals, if such animals are

necessary as a reasonable accommodation for their disabilities. PHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of PHA's pet policy but must comply with the Service Animal Policy.

## **2.16 LIVE-IN AIDES**

*Applicants or residents of the PHA may request to have a live in aide as an accommodation. Upon request, a Certification of Need for Live-In Care Attendant will be generated to verify the need and to address the status of need as permanent or temporary. The resident will complete the top portion of the form, providing the healthcare provider's contact information and will sign the release for the PHA to receive the information. The PHA will then send this information to the medical provider for third party verification. The form may not be sent via the resident.*

*Once the verification is received from the health care provider, a live-in aide may be added to the lease and reside with the resident once the criminal background check has been completed and the aide is deemed eligible. The live-in aide will also be required to sign an Affidavit of Live-In Care Attendant acknowledging their status in the household.*

*If the need is permanent, this certification will be completed one time. If the need is temporary, the certification will be reverified at each lease renewal.*

## **2.17 RIGHT TO APPEAL/GRIEVANCE PROCESS**

(1) The public housing applicant or resident may file a complaint in accordance with PHA's HUD-approved Grievance Procedure following a formal determination by the PHA's Program Administrator.

(2) An applicant or resident may, at any time, exercise their right to appeal a PHA decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development  
One North Central Avenue, Suite 600  
Phoenix, AZ 85004  
Telephone: (602) 379-7100 - Facsimile: (602) 379-3985  
TDD/TTY Number: (602) 379-4557

## REQUEST FOR ACCOMMODATION PACKET

This packet contains the forms necessary to request an accommodation from the City of Tucson, Community Services Department (“CSD”). Please read the “Notice of Availability of Reasonable Accommodation” prior to completing these forms, as well as the enclosed “Request for Accommodation” form and the “Health Care Provider’s Verification” form for use if additional information is required for a determination.

In order to be considered for a Reasonable Accommodation, an applicant or resident must complete a Request for Accommodation Form. In some instances, it may be necessary to obtain documentation from your health care provider that your impairment meets the legal definition of disability and that you require the requested accommodation based on your disability. Once you have determined that you may require an accommodation, it is your responsibility to ensure that all the necessary forms have been completed and submitted to the CSD as outlined below:

STEP 1. FORM #1 – REQUEST FOR ACCOMMODATION (“Request”): You must complete this form, indicating which member of the household is disabled (indicate “SELF” if you are the disable individual). You must also state the accommodation you are requesting. You must sign this form as head of household. If you are not the disabled individual, the individual who is disabled must also sign the form, unless they are under 18 years of age.

STEP 2. FORM #2 – HEALTH CARE PROVIDER’S VERIFICATION (“Verification”): If this is requested by CSD, you must fill in all lines in Section A of the Verification. After you have filled out Section A, you must take the Verification to your Health Care Provider, along with Form #1 – Request and the Health Care Provider Instruction Sheet (attached). Have your Health Care Provider fill out Section B of the Verification and sign the form. Please ask your Health Care Provider to carefully read the instruction sheet to ensure they complete the form appropriately. NOTE: If you are unable to take this form to your health care provider, please return to CSD and we will forward to your health care provider.

STEP 3. Return forms to your management zone office.

**NOTE: If assistance is required to complete Form 1 or Section A of Form 2, please contact a CSD employee in the department from which you obtained this form.**

If approval is granted at the management level, the management representative will respond to the resident’s request within fourteen (14) business days of receipt. If approval is not granted at the management level, the management representative, or private management company will forward the resident’s reasonable accommodation request(s) to the program Administrator within fourteen (14) business days of receipt.

Within twenty (20) business days or receipt, the program Administrator will respond to the Resident’s Request.

If additional information or documentation is required, the program Administrator will notify the resident, in writing, of the need for the additional information or documentation. The Program Administrator will provide the resident with the “Health Care Provider’s Verification” form. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

Within thirty (30) business days of receipt of the request for additional information and, if necessary, all

supporting documentation, the PHA will provide written notification to the resident of its decision to approve or deny the resident's request(s). Upon request, the written notification will be provided in an alternate format.

If PHA approves the accommodation request(s), the resident will be notified of the projected date for implementation. All requests for reasonable accommodation that are approved by the divisional representative will promptly be implemented or begin the process of implementation.

If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding PHA's HUD-approved Grievance Procedures.

The ADA/504 Coordinator will serve as the Hearing Officer for grievances regarding Requests for Accommodations.

### **NOTICE OF AVAILABILITY OF REASONABLE ACCOMMODATION**

It is the City of Tucson, Community Services Department's ("CSD") policy to provide "reasonable accommodation" in housing for applicants and public housing residents with disabilities who are otherwise qualified for CSD services. This policy is in furtherance of the CSD's goal of providing affordable housing to low-income persons regardless of disability and in compliance with applicable federal, state and local law.

A person with a disability means an individual who has 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. As used in this definition, the phrase "physical or mental impairment" includes:

- (b) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- (c) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the PHA's programs or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

A "reasonable accommodation" is a modification or change the CSD can make to its rules, policies, practices or services, or modifications to the person's apartment or to a public/common area where such is necessary to provide a person with a disability an equal opportunity to participate in, or benefit from, CSD housing programs.

If you or a member of your household has a disability and feel you need an accommodation, you may

request it in writing any time during the application process or after admission.

You may obtain a Request for Accommodation form in person from:

In Person: Community Services Department  
310 N Commerce Park Loop  
Tucson, Arizona 85745

Or

Your Management Office

You may also request that the form be mailed to you by contacting your management office.

You may also log onto [www.tucsonaz.gov](http://www.tucsonaz.gov) and click on Departments, Community Services.

If you have any questions or problems, please contact your management office.

#### **NOTICE OF AVAILABILITY OF ALTERNATIVE FORMS OF COMMUNICATION**

If you have a disability and require an alternative form of communication please contact your management office for assistance.

**FORM #1**

**REQUEST FOR ACCOMMODATION**

**DO NOT RETYPE OR ALTER THIS FORM IN ANYWAY**

**NAME:** \_\_\_\_\_ **TELEPHONE NO:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**PROGRAM: PUBLIC HOUSING RESIDENT** \_\_\_\_\_ **ARE YOU THE APPLICANT?**  **YES**  **NO**

1. The following member of my household has a disability, i.e., a physical or mental impairment that substantially limits one or more life activities such as caring for one's self, doing manual tasks, walking, seeing, hearing, breathing, learning and working.

Name: \_\_\_\_\_

Relationship or association to you: \_\_\_\_\_

2. As a result of this disability, I am requesting the following accommodation(s): Please check one or more boxes below):

A change in my apartment or the public or common areas of the housing development. Please explain why the requested change is necessary and specifically state the change you are requesting.

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An exception to a rule, policy, practice or service. (You may request a change that you believe will allow you to comply with the terms of the lease, but everyone is required to comply with the essential terms of their lease.) Please explain why the exception you are requesting is necessary, and specifically identify the exception you want CSD to make.

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Other (for example, a change in the way CSD communicates with you). Please specify:

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3. This accommodation is necessary so that I can: (Please state how the accommodation will provide you with an equal opportunity to participate in, or benefit from, CSD housing programs.)

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4. I authorize CSD, if requested, to verify that I have a disability and need the accommodation that I have requested. In order to verify this information, CSD may contact the following physician, licensed health professional, professional representing a social service agency, or disability agency or clinic whose function is to provide services to the disabled, or other expert in the field of:\_\_\_\_\_
- 

**REQUIRED INFORMATION:**

Name:\_\_\_\_\_

Title of Professional or Expert:\_\_\_\_\_

Agency, Facility, or Institution (if any):\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code:\_\_\_\_\_

Telephone:\_\_\_\_\_ Fax: (required)\_\_\_\_\_

**NOTE: CSD may require the information above in case additional information is necessary to consider your request. Please provide the requested information only for the individual who would complete form #2 – Health Care Provider Verification Form. You must have your health care provider complete form #2 – Health Care Provider Verification Form if requested by CSD.**

I understand that the information obtained by the Community Service Department will be kept completely confidential, to the extent permitted by law, and used solely to make a determination regarding my accommodation request. I further understand that the Community Services Department will not process or consider this request for accommodation if this form is incomplete, has been altered, or does not have my original signature.

Signed:\_\_\_\_\_ Date: \_\_\_\_\_  
(Head of Household or Authorized Representative)

Signed:\_\_\_\_\_ Date:\_\_\_\_\_   
(Individual with the Disability, if over 18 yrs of age)

**PLEASE READ THIS SHEET BEFORE COMPLETING THE ATTACHED FORM**

**INFORMATION SHEET FOR COMPLETING THE HEALTH CARE PROVIDER'S  
VERIFICATION**

The City of Tucson, Community Services Department (CSD) is a federally funded program. Therefore, the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504) requires CSD to provide reasonable accommodations to qualified program applicants or participants of the Public Housing program (herein referred to as "Applicant"). The ADA and Section 504 require that CSD verify that the requested accommodation is necessary to give the Applicant an equal opportunity to participate in, or benefit from, CSD housing programs. CSD has implemented a process to review requests for accommodations submitted by the Applicant. The attached form provides CSD with verification of the Applicant's disability, and the necessity of the requested accommodation.

CSD may also verify the Applicant's disability only to the extent necessary to ensure that the Applicant has a need for the requested accommodation. Therefore, **DO NOT provide medical records, or specify the Applicant's disability, or provide any specific details about the nature of the disability in your response.** CSD requires documentation of the manifestation of the disability that causes a need for the requested accommodation.

**WHAT QUALIFIES AS A DISABILITY?**

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

- (c) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- (d) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the CSD's programs or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

**WHAT QUALIFIES AS A "MAJOR LIFE ACTIVITY"?**

Major Life Activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

**WHAT DOES "REGARDED AS HAVING SUCH AN "IMPAIRMENT" MEAN?**

A person is "regarded as" disabled within the meaning of the ADA if: (1) a covered entity mistakenly believes that a person has an impairment that substantially limits one or more major life activities, or (2) a covered entity mistakenly believes that the person's actual, non-limiting impairment substantially limits

one or more major life activities. As a recipient of federal funds, CSD is a covered entity. The fact CSD is engaged in this process with the Applicant is evidence that CSD does not mistakenly believe that the Applicant has an impairment that limits one or more major life activities. Nor does CSD mistakenly believe that the Applicant's actual, non-limiting impairment substantially limits one or more major life activities. Note that this definition specifically states that the covered entity (i.e., CSD) must have the mistaken belief, not a physician, other members of the community, or other entities.

### **WHAT IS A REASONABLE ACCOMMODATION?**

A reasonable accommodation is a modification to an Applicant's unit, common or public areas of the facility, or a change in rules, policies, practices or services that will allow a person with a disability to have an equal opportunity to participate in, or benefit from, CSD housing programs.

An accommodation is not reasonable simply because the Applicant is disabled. The accommodation must be reasonable and there must be an identifiable relationship, or nexus, between the requested accommodation and the Applicant's disability. Therefore, you must provide your professional opinion and certify as to why the requested accommodation is necessary in order for the Applicant to have an equal opportunity to participate in, or benefits from, CSD housing programs, because of the Applicant's disability

On the attached form you must:

1. Specifically identify the major life activities that are affected by the Applicant's disability;
2. Describe how these major life activities are substantially affected by the Applicant's disability;
3. Explain how the accommodation is directly related to the Applicant's disability; and
4. Describe any corrective measures that would mitigate the disability.

**PLEASE RETURN FORM #2 – HEALTH CARE PROVIDER VERIFICATION FORM, TO THE APPLICANT. THEY MUST SUBMIT THIS FORM, WITH THEIR REQUEST FOR ACCOMMODATION TO CSD. IF ADDITIONAL INFORMATION IS REQUIRED, CSD WILL CONTACT YOU DIRECTLY.**

**FORM #2**  
**HEALTH CARE PROVIDER'S VERIFICATION**  
**DO NOT RETYPE OR ALTER THIS FORM IN ANY WAY**

**SECTION A**

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_  
(Street Address, City, State, Zip Code)

Requested Accommodation \_\_\_\_\_

I authorize the Health Care Provider to release the medical information requested below to the City of Tucson, Community Services Department ("CSD"), and any other information necessary to assess the Applicant's request for accommodation(s).

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Applicant must fill in all blank lines above in this Section A, and sign on the line above and date. Then take this form to your Health Care Provider so that he/she can complete Section B below.**

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**SECTION B**

**The Health Care Provider must fill in all appropriately blanks below in this Section.**

**Before you complete this form, please read the attached information sheet so that you clearly understand what an accommodation is and how the law defines "disabled".**

**If a question is not applicable write "N/A" next to the question.**

\_\_\_\_\_  
Health Care Provider's Name (please print clearly)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

The person named is an Applicant for accommodation because of disability, and is requesting that CSD provide them with the accommodation as stated in **Section A** above. After you have completed this form, please return it to the Applicant, so they may submit the necessary forms to CSD for their request to be considered.

1. In my opinion, the Applicant has a disability as defined below. Please check any paragraph below that applies.

A. A physical or mental impairment that substantially limits one or more major life activities, such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working.

B. A record of having such impairment. If you check this box answer the following questions:

(i) Identify the covered entity that has a record of the Applicant having an impairment that substantially limits one or more major life activities.

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C. Is regarding as having such an impairment. If you check this box answer the following question:

(i) Identify the covered entity that mistakenly believes that the Applicant either has: 1) an impairment that substantially limits one or more major life activities; or, 2) an actual non-limiting impairment substantially limits one or more major life activities.

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2. In my opinion this individual does not qualify as disabled as discussed above. (Please go to the end of this form, read the certification and sign the bottom of this form.)

**Qualifies**

**Does not Qualify**

3. Specifically identify the "major life activities" that are affected by the Applicant's physical or mental impairment. How often is the listed "major life activity" performed (daily weekly, and/or monthly)?

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4. State, in detail how the Applicant is significantly restricted in the condition, manner or duration under which he/she can perform the major life activities identified in Question 3 compared to the average person in the general population.

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5. Does the Applicant currently utilize, or have available to them, any medication, apparatus, or other corrective measures that would mitigate the disability?

YES     NO

If yes, please explain in detail: \_\_\_\_\_  
\_\_\_\_\_

6. Does the applicant have available to them any medication, apparatus, or other corrective measures that would provide a similar accommodation for the Applicant's disability (i.e., utilizing sleep aides or ear plugs to reduce disturbance by spouse during the night)?

YES     NO

If yes, please explain in detail: \_\_\_\_\_  
\_\_\_\_\_

7. Is the disability permanent?

YES     NO

If yes please explain in detail: \_\_\_\_\_  
\_\_\_\_\_

A. If the disability is temporary, how long will the Applicant be disabled?

\_\_\_\_\_

B. If the disability status is unknown, when will the Applicant's disability status be determined?

\_\_\_\_\_  
\_\_\_\_\_

C. How long will the Applicant be disabled? \_\_\_\_\_  
\_\_\_\_\_

8. In my opinion, the Applicant's disability requires that one or more of the following categories of accommodations be made in order for the applicant to have any equal opportunity to participate in, or benefit from, CSD housing programs: (a) a fully accessible apartment or other physical modifications to the apartment or public/common areas, including assistive technology, (b) changes in CSD's rules, policies, practices, or services of the housing development, or CSD, as applied to Applicant, or (c) assistance with communications with CSD.

YES (Please respond to each of the following questions)

NO (Please go to the end of this form, read the certification and sign at the bottom.)

A. Specifically identify the accommodation(s) that is/are required.

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B. Why does the Applicant need the requested accommodation(s)?

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C. How does/is the accommodation(s) directly related to the Applicant's disability?

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D. How will the requested accommodation(s) enable the Applicant to have an equal opportunity to participate in, or benefit from, CSD housing programs?

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9. If the Applicant is requesting an extra bedroom to store medical and/or exercise equipment, please respond to the following question: (NOTE: EXERCISE EQUIPMENT MUST BE PRESCRIBED FOR THE APPLICANT'S DISABILITY AND CANNOT SIMPLY BE ANY EXERCISE EQUIPMENT THAT WOULD BE BENEFICIAL TO ANYONE'S GENERAL HEALTH.)

Medical Equipment:

A. Does the Applicant need medical equipment or exercise equipment that requires storage in a separate location, other than the living room, bathroom, kitchen, or Applicant's bedroom(s)?

YES

NO

B. List all medical equipment and/or exercise equipment the Applicant has at home and the approximate size of the equipment.

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C. Why must the Applicant store this equipment in a separate bedroom, instead of another room of the unit?

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D. Where does the Applicant use the medical equipment or exercise equipment? How often is it used?

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- E. Identify the relationship, or nexus, between the Applicant’s request for an additional bedroom, the need for the medical equipment or exercise equipment and the Applicant’s disability.

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10. Federal regulations require CSD to allow, as a reasonable accommodation, a qualified person with a disability to own and keep an “assistance animal” (also referred to as a service animal or companion animal), on CSD’s premises. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability. If the Applicant is requesting that they be allowed to keep an assistance animal, please answer the following questions:

Assistance Animal.

YES

NO

- A. Identify the relationship, or nexus, between the Applicant’s request for an assistance animal and the Applicant’s disability.

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11. Is the animal trained to provide any specific services (e.g.; dog trained to aid the visually-impaired or hearing impaired; or the dog assists an individual in a wheelchair by pulling, retrieving; or other assistance which requires the animal to be specifically trained to provide the services)?

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12. If the animal has not been specifically trained to provide a service, what unique skill(s) or attribute(s) does the animal have? How do these unique skill(s) or attribute(s) benefit the applicant’s disability? You must explain the skills or attribute(s) the animal has, which are different or unique to the animal in question, and different from those of a pet (i.e., most pets provide companionship.)

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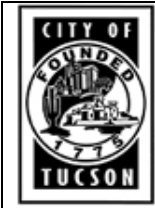
**I hereby certify that I have read the information sheet for completing “Form #2- Health Care Provider’s Verification and I understand its contents. I further certify that all information I**

**provided in this form is accurate, complete and current. I understand that I may be asked to provide testimony with regard to the information I have provided concerning this request.**

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Signature of Health Care Provider (please sign with blue ink)

**Warning: There are fines and imprisonment-\$250,000/5 years- for anyone who makes false, fictitious or fraudulent statements or entries in any matter within the jurisdiction of the Federal Government (18 USC 1001). In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.**



**City of Tucson  
Housing and Community Development Department  
Housing Management Division  
P.O. Box 27210  
Tucson, AZ 85726-7210**



**CERTIFICATION OF NEED FOR LIVE-IN AIDE**

Name of person needing live-in aide: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**This form must be completed by a physician, psychiatrist, or other medical practitioner or healthcare provider.**

Healthcare Provider Information

Name/Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**RELEASE**

You do not have to sign this form if the name or address of the healthcare provider is left blank

I hereby authorize the release of the requested information.  
Information obtained under this consent is limited to information that is no older than 12 months.

Signature of person requiring live-in aide: \_\_\_\_\_ Date: \_\_\_\_\_

**The following portion is to be completed by professional listed above**

The individual named above has applied for residency or is currently residing in a community that was developed under the U.S. Department of Housing and Urban Development, or Section 42 of the IRS code (Tax Credits), administered by the State. Federal regulations require the housing owner to annually verify the family's income and other information related to eligibility. The information you provide will be kept in strict confidence.

The individual named above, and whose signature above permits the release of this information to the sender of this request, has indicated that he/she requires and will have a live-in caregiver residing with him/her during the next year. As the owner's agent, we are required to obtain a third party verification of this information. The individual has given you as the physician/healthcare provider with knowledge of conditions requiring the need for a live-in care attendant. Please complete and sign the statement below.

**In your professional opinion, does the household member listed above need the services of a live-in aide in order to have the same opportunity that a non-disabled individual has to maintain independence in the community?**

YES     NO

**This situation is:     Temporary  Permanent**

**CERTIFICATION**

I attest, under penalty of perjury, that the above information is true and accurate to the best of my knowledge.  
I will be willing to testify in court to the information I have provided.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** Section 1001 of Title 18 of the US Code make it a criminal offense to make willful false statements for misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

### **3.0 NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS – LIMITED ENGLISH PROFICIENCY (LEP)**

#### **3.1 PURPOSE/LEGAL AUTHORITY:**

The purpose of this plan is to ensure that clients of the City of Tucson Community Services Department (CSD) have meaningful access to program information and services even though they may be limited in their English language proficiency.

This plan was developed to serve clients of the Community Services Department, prospective clients, their family members, and other interested members of the public who do not speak, read, write or understand the English language at a level that allows him/her to interact effectively with CSD staff.

This policy is consistent with the Department of Housing and Urban Development's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons. It is also consistent with Executive Order 13166 and Title VI of the Civil Rights Act of 1964.

#### **3.2 DEFINITIONS OF TERMS:**

**Limited English Proficiency (LEP)** – Persons who do are not proficient in reading, writing or speaking English. Beneficiaries of our services may declare themselves to be LEP clients.

**Interpretation** – Oral language services – The act of listening to something in one language and orally translating it into a different language.

**Translation** – Written language services – The replacement of written text from one language into an equivalent written text in another language.

#### **3.3 IDENTIFICATION OF LEP PERSONS:**

The Community Services Department takes into account HUD's Four Factor Analysis to assist in identifying LEP persons. The four factor analysis includes:

1. Demography – Number or proportion of LEP persons served or encountered in the eligible service area—the greater the number or proportion of LEP persons in a language group, the more language services needed.
2. Frequency of Contact -- The frequency with which LEP individuals come in contact with the program—higher frequency requires more services.
3. Importance -- The nature and importance of a program, activity or services provided by the recipient.
4. Resources and Costs – larger recipients with larger budgets must provide a higher level of language services.

The Community Services Department will also utilize HUD's Safe Harbor guidance when deciding which languages will be translated into vital documents. These Safe Harbors apply only to translation. Oral interpretation services will be provided to clients of all language groups, regardless of the size of the language group.

### **3.4 PROVISION OF SERVICES:**

The Community Services Department will utilize bilingual employees or the City's contract interpreters (currently Asturias Language Interpreters) when assisting with oral interpretation and written translation for LEP clients and other interested parties.

To date, our data gathering efforts have led us to determine that Spanish is a commonly spoken language of our client base, so the Community Services Department will provide interpretation and translation services to Spanish speakers. Additionally, notices will be posted in some of the more frequently used languages for our clients (ex. Vietnamese, Russian, Somali, etc.) The notices will offer interpretation services at no cost to the client.

The Community Services Department will utilize a variety of data sources, including Census Data for the City of Tucson and Pima County when determining the level of service to be offered to an LEP person. Other sources might include refugee service organizations and cultural clubs or groups.

The Community Services Department will poll our client base at their annual renewal period in order to gather more accurate data and serve our clients.

Generally, language groups that have 1,000 or more eligible persons in the market area will receive both oral interpretation and written translation of vital documents. For smaller language groups, the Community Services Department will provide oral interpretation as well as a translated written notice of the right to receive an oral interpretation.

Also available is the "I Speak" information, which offers assistance in a variety of languages for those clients who need speak a language other than English. The Community Services Department will use the "I Speak" information as necessary to determine a client's language needs.

### **3.5 VITAL DOCUMENTS:**

In addition to various documents already translated, and in order to be compliant with the regulation, Community Services will translate various documents from all programs to include (but not limited to):

**Public Housing:** Dwelling Lease  
Grievance Form & Policy  
Eviction, Non-renewal Notices  
Admissions & Continued Occupancy Plan  
General Release/Privacy Act  
Family Self Sufficiency Contract & Addendum  
Housekeeping Standards  
Drug Use Addendum  
Application Form

## Reasonable Accommodation Request Form

**Section 8:** Income Questionnaire  
Housing Discrimination Form  
General Release  
Appointment Letters  
Ten Day Letters  
Termination Letters  
Administrative Plan  
General Program Information  
Special Program Documents  
Brochures

### **Contracting, Homeownership & Rehab Programs**

Outreach Materials  
Application Forms  
Fact Sheets  
Contract Documents  
Work Write Up  
Lien  
Subordination Policy  
Lead Based Paint Information

**El Portal Program:** Lease  
Eligibility Forms  
Outreach Materials  
Instructions  
Safety Notices  
Inspection Notices  
Eviction Documents

### **3.6 OUTREACH:**

The Community Services Department will work with local refugee service providers, the local school districts, and other appropriate agencies when conducting outreach of services to eligible populations.

### **3.7 SUBRECIPIENTS:**

Since all agencies who receive federal funding must provide this service to LEP persons, then these policies will also be applicable for sub-recipient groups that utilize federal funding. This means that the LEP guidelines will be incorporated into sub-recipient and contract documents.

### **3.8 STAFF TRAINING:**

All staff who have contact with clients will be trained on an annual basis regarding their responsibilities to identify, notify, provide and document services for LEP clients or members of the public.

### **3.9 EVALUATION:**

Senior staff within the Community Services Department will conduct periodic site and/or desktop audits to verify that LEP clients who are in need of interpreter/ translation services are actually receiving them. In addition, reviews that verify the accuracy of the translated materials will take place.

This Language Assistance Plan (LAP) will be reviewed on an annual basis to ensure that the policies are up-to-date and accurate.

#### **4.0 FAMILY OUTREACH**

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

To reach people who cannot or do not read the newspapers, the Public Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Public Housing Authority will also try to utilize public service announcements.

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

#### **5.0 RIGHT TO PRIVACY**

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

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

#### **6.0 REQUIRED POSTINGS**

In each of its offices, the Public Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. Statement of Policies and Procedures governing Admission and Continued Occupancy
2. Notice of the status of the waiting list (opened or closed)
3. Address of local Public Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
4. Income Limits for Admission

5. Utility Allowance Schedule
6. Current Schedule of Routine Maintenance Charges
7. Dwelling Lease
8. Grievance Procedure
9. Fair Housing Poster
10. Equal Opportunity in Employment Poster

## **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 posted locations.

Applications are taken to compile a waiting list. Due to the demand for housing in the Public Housing Authority jurisdiction, the Public Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list. A prospective applicant will be required to certify that the information provided is accurate. Prospective applicants who fail to certify the accuracy of the applicant information will not have an application date and time established, will not be considered an applicant, and, therefore, will not be assigned to the waiting list.

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

Applications may be made in person at designated locations on publicly announced dates and times. As an available option, application information may also be taken by telephone or via the internet on these dates and times. Due to the intake process, the Public Housing Authority reserves the right to use a lottery to determine placement on the waiting list although it may not be used at every intake.

The local preferences will be explained to the applicant at the time of application. If applicable, the applicant will be given paperwork and directions to substantiate the preference. The completed form can be returned via mail or in person to the Applications Office and will be reviewed in accordance with established preference criteria. If the preference is verified, the applicant will be assigned preference points. Otherwise, no preference points will be assigned and the Public Housing Authority will notify the applicant in writing of its determination and allow the applicant an opportunity to further discuss this issue.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Public Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (520) 791-5481.

The application process will involve two phases. The first phase is the initial application or the pre-application. The pre-application requires the family to provide limited basic information

establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Public Housing Authority will make a preliminary determination of eligibility. The Public 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 Public Housing Authority determines the family to be ineligible, the notice will state the reasons and will offer the family the opportunity of an informal review of the determination.

Applicants may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Public Housing Authority will annotate the applicants' files and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

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

## **8.0 ELIGIBILITY FOR ADMISSIONS**

### **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 Public Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

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

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit. For tax credit properties, unborn children will be included as family members for bedroom size determination and income limits.
2. **An elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is an otherwise eligible person/household that is displaced by local direct government action (condemnation, etc.) or a person/household whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.
8. A **Live-In Aide** is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
- a. Has been determined by the PHA to be essential to the care and well being of the elderly, handicapped or disabled family member; and
  - B. Is not obligated for the financial support of the elderly, handicapped or disabled member; and
  - c. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member; and

- d. Whose income will not be counted for purposes of determining eligibility or rent; and
  - e. Who may not be considered the remaining member of the participant family.
  - f. Who would otherwise meet the resident screening criteria established by the PHA.
  - g. A spouse will not qualify as a live in aide.
- B. Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-ins family members does not overcrowd the unit.
- C. Residency Standards: Applications will be accepted from both residents and non-residents of the PHA local area.
- D. Legal Capacity: A head of household under the age of 18 may apply for housing assistance. However, selection from the waiting list for housing will not occur until the applicant attains 18 years of age or is a court-certified emancipated person.
- E. Income eligibility
- 1. Income limits apply only at admission and are not applicable for continued occupancy.
  - 2. 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 Public Housing Authority.
  - 3. If the Public 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.
  - 4. Income limit restrictions do not apply to families transferring within our Public Housing Program except as required for tax credit properties.
- F. Citizenship/Eligibility Status
- 1. To be eligible for financial assistance, each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the six categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)). These categories are:
    - a. Immigration status under 101 (a) (15) or 101 (a) (20) of the INS
    - b. Permanent residence under 249 of INS
    - c. Refugee, asylum, or conditional entry status under 207, 208 or 203 of INS
    - d. Parole status under 212 (d) (5) under the INS

- e. Threat of life or freedom under 243 (h) of the INS
  - f. Amnesty under 245A of the INS
2. Family eligibility for assistance: For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined. A family may be defined as follows:
- a. U.S. citizen/eligible immigrant family: Every member of the family residing in the unit is determined to have eligible status.
  - b. Mixed family: Despite the ineligibility of one or more family members, a family is eligible for assistance as long as one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
  - c. No eligible members: Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
  - d. Non-citizen students: As defined by HUD in the non-citizen regulations are not eligible for assistance.

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

- G. Outstanding Debts: The family must have paid any outstanding debt owed the PHA or another PHA on any previous tenancy for Public Housing or Section 8 programs.
- H. Social Security Number Documentation

To be eligible, all family members six (6) years of age and older must provide a Social Security Number or certify that they do not have one. Specifically, all family members defined above must either:

- 1. Submit Social Security Number documentation or;
- 2. Sign a certification if they have not been assigned a Social Security Number. For individuals under 18 years of age, the certification must be executed by their parent or guardian.

Applicants may not become participants until documentation is provided. Applicants have 60 days from the date of certification to provide the necessary verification. Applicants will retain their position on the waiting list during this period. If documents are not provided within 60 days, the application will be removed from the waiting list.

Program participants, once on the waiting list, desiring to add new family member(s) must submit social security number verification.

I. 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, must sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the PHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the PHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the Social Security Administration (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.
3. A consent form or statement signed by each adult household member (to include a live-in aide) authorizing the Public Housing Authority to conduct criminal background checks with local, state and federal law enforcement agencies. Refusal to sign the consent form or statement will result in non-eligibility for the program.

**8.3 SUITABLE FOR TENANCY**

- 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 Public 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, Public 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. The Public Housing Authority shall not deny admission to the program to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission. Refer to Section 20.0 Violence Against Women's Act of this policy for further clarification.
- B. The Public Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

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

C. The Public Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Public 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 of household, spouse and/or co-head which includes screening for the following debts:
  - a. Monies owed to local utility companies including electric, gas and water.
  - b. Monies owed to the City of Tucson.
  - c. Debts to former landlords.
  - d. Debts to the Courts.
2. A rental history check of all adult family members. *The PHA will attempt to contact three former landlords for verification. If unsuccessful, PHA staff will conduct a home visit;*
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Public Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime

Information Center (NCIC);

- a. The Public Housing Authority will deny assistance to any family due to a felony arrest (to include drug-related criminal activity and/or violent other criminal activity) by any family member during the last five (5) years after completion of sentence, unless there is evidence of rehabilitation. Note that completion of sentence includes probation.
  - b. An individual who has been evicted from public housing or any Section 8 program for drug-related criminal activity is ineligible for admission for a 5-year period beginning from the date of eviction or termination.
  - c. Individuals convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing will be barred in accordance with federal statute.
  - d. The Public Housing Authority will check with the State Sex Offender Registration program and will ban for life any individual, including live-in aides, who is registered as a lifetime sex offender.
4. A Home Visit. The PHA maintains the right to conduct a Home Visit to determine the ability of the family to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity.

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

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;

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

## 8.5 ***INFORMAL REVIEW***

- A. If the Public Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Public 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 10 business days of the denial. The Public Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Public 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 Public Housing Authority's decision. The Public Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Public 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 Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

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

Opening of the waiting list will be announced via public notice that applications 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. Minority public service announcements will also be requested through the City's Community Relations Office, and written notification will be sent to local service agencies. The public notice will state:

The dates, times, and locations where families may apply;

The name of the program(s) for which the applications will be taken;

A brief description of the program; and

Any limitation to whom 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. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be also announced via public notice. The PHA may suspend the acceptance of applications (i.e., close the waiting list) if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list(s) will not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. The public notice will state the

date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available media that communicates with local area minorities.

## **9.2 TAKING APPLICATIONS**

Families wishing to apply will be required to complete an application for housing assistance. Applications will be accepted during publicly announced periods of time and designated locations.

Applications are taken to compile a waiting list. When the waiting list is open, completed applications will be accepted from all applicants. Restriction and closure of applicant intake will occur only when the PHA has an adequate pool of applicants. A prospective applicant will be required to certify that the information provided is accurate. (Note: A prospective applicant who fails to certify the accuracy of the applicant information will not have an application date and time established, will not be considered an applicant, and therefore will not be assigned to the waiting list.). The PHA will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at designated locations on publicly announced dates and times. As an available option, application information may also be taken by telephone or via the internet on these dates and times. Due to the intake process, the Public Housing Authority reserves the right to use a lottery to determine placement on the waiting list although it may not be used at every intake.

Applicants will be assigned to the waiting list according to preference status (if applicable) and the date and time of their application. The applicant will be informed of the assigned application number and how to check status on the waiting list. Applicants will also be provided information on the housing program and its requirements. For those applications mailed to interested families upon request, the completed application will be dated and time stamped upon its return to the Public Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the PHA to make special arrangements to complete the application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (520) 791-5481.

## **9.3 WAITING LIST PLACEMENT OF APPLICANTS OWING DEBTS**

Applicants who owe on vacated accounts shall be offered the opportunity to pay the debt in full within 30 days from the date the family is notified by the PHA. If the applicant fails to pay the debt in full within the 30-day period, the applicant shall be removed from the waiting list.

## **9.4 ADMINISTRATION OF THE WAITING LIST**

The application process will involve two phases. The first phase is the initial application (pre-application) for housing assistance (see Section 5.2 above). The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, language proficiency and information establishing any preferences to which they may be entitled.

This first phase results in the family's placement on the waiting list. Applications will be taken at specified times in order to obtain a sufficient number of applicants.

Upon receipt of the family's pre-application, the Public Housing Authority will make a preliminary determination of eligibility. The PHA will advise the family of their date and time of placement on the waiting list. If the PHA determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant must report changes in their applicant status including changes in family composition, income, or preference factors. The PHA will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The PHA will ensure that verification of all preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the program.

#### **9.5 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a part of the client's permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Contact between the PHA and the applicant will be documented in the applicant file.

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

As families near the top of the waiting list, they will be invited to an interview and the verification process will begin based on the need to fill available vacant units. The family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **9.7 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

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

#### **9.8 RESPONSIBILITY TO REPORT CHANGES**

Applicants on the waiting list must also report to the PHA any changes in family composition or address as they occur. Any such changes could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

### **9.9 ADDITIONS TO APPLICANT HOUSEHOLDS**

An applicant family will not receive approval to add a separate family of two or more members to the household. Extenuating circumstances will be reviewed on a case-by-case basis.

### **9.10 UPDATING THE WAITING LIST**

The PHA will update its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. This will enable the PHA to update the information regarding address, family composition, income category and preferences.

The pool of active applicants will be kept current by requiring each applicant to inform the PHA at least once every 12 months of continued interest. Dates of contacts and applicant's continued interest will be made part of the application record. If an applicant fails to notify the PHA of their continued interest after 12 months, a notice will be sent to the applicant requiring that they notify the Applications Office of their continued interest within ten (10) business days or the applicant will be removed from the waiting list

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

The PHA 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 for information or a request to declare continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

Any applicants to be removed from the waiting lists will be first notified in writing of the reason(s) for which they are being removed. Such notification shall inform applicants of their right to an informal review of the determination and will be made part of the application record. The PHA will provide applicants, upon verbal (telephone or in person) or written request within ten (10) business days from the date of notification, an opportunity for an informal review of the determination prior to a decision for removal from the waiting list.

### **9.12 GROUNDS FOR DENIAL**

The Public Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member within the last three (3) years involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- F. Currently owe rent or other amounts to any Public Housing Authority in connection with the Public Housing or Section 8 Programs;
- G. Have committed a felony to include fraud, bribery, or any other corruption in connection with any Federal housing assistance program within the last three (3) years, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within three (3) 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;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The PHA may waive this requirement if:
  - 1. The person demonstrates to the PHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. The person has otherwise been rehabilitated successfully; or
  - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Public Housing Authority staff member or resident;
- L. Have a family household member who has been terminated from federally assisted housing during the last five (5) years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) on the premises of federally assisted housing;

- N. Have a family member with a lifetime registration under a State sex offender registration program. Denied for life;
- O. A family who fails to fulfill its obligations under any HUD-sponsored program.

### **9.13 PHA DISCRETION TO CONSIDER CIRCUMSTANCES**

In determining whether to deny admission or terminate assistance because of action or failure to act by members of the family:

- A. The PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the affects of denial or termination of assistance on other family members who were not involved in the action or failure;
- B. The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of the participant family to continue to receive assistance.
- C. If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation as outlined in the Reasonable Accommodation Policy in Section 2.0.

### **9.14 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the PHA, in writing, that they have ten (10) 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 removed from the waiting list if they fail to respond within the timeframe specified. The PHA's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the PHA will adhere to the Reasonable Accommodation policy as outlined in Section 2.0. If the applicant indicates that they did not respond due to a disability, the PHA will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. 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.

### **9.15 INFORMAL REVIEW**

If the PHA determines that an applicant does not meet the eligibility criteria assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the decision, and state that the applicant may request an informal review of the decision within ten (10) business days of the denial. The PHA will describe how to obtain the informal review. The informal review process is described elsewhere in this plan.

## **9.16 RECORD KEEPING**

The PHA will keep a copy of each application received. For each applicant, the PHA will document its determination that the applicant is eligible and meets admission criteria, or is ineligible and does not meet admission criteria, or is removed from the waiting list for any other reason. A copy of the approved application will become a part of a participant's file during participation in the program. Inactive files will be maintained for a minimum of three (3) years from the date of final action.

## **10.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **10.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The PHA may admit an applicant for participation in the program either as a waiting list admission or as a special admission (e.g., displacement by government action or specific targeted outreach as a result of special funding). If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the PHA must use the assistance for those families. The PHA will first canvas the existing waiting list to determine which individuals/families qualify for the specific target population.

### **10.2 WAITING LISTS**

Waiting lists are currently organized as community (jurisdiction) wide lists whereby applicants apply at a central intake (applications) office, or at remote locations such as community centers as advertised. The lists are organized on a time/date, bedroom size basis. However, the PHA intends to implement both sub-jurisdictional and site-based waiting lists in the near future. Public housing is scattered throughout Tucson. Presently there are over 400 individual sites dispersed over 190 square miles. The PHA Housing Management Division manages these sites through the creation of five districts (zones) within the jurisdiction and intends to create sub-jurisdictional waiting lists that mirror each zone. In addition, the PHA intends to implement site-based waiting lists for its elderly buildings and site-based lists for its Low Income Housing Tax Credit properties.

The PHA will monitor the impact of site-based waiting lists might have on fair housing. The PHA will establish baseline criteria and evaluate trends on an annual basis. Should a trend be established, the PHA will take steps to mitigate the impact by affirmatively marketing to populations that traditionally do not apply. The PHA will suspend site-based waiting lists should a significant impact be projected.

- A. Family Housing: The PHA intends to implement sub-jurisdictional waiting lists that mirror the five management zones within the PHA's jurisdiction. Applications will be accepted, maintained, and verified at a central location. Clients will be able to select any or all of the zones.
- B. Elderly/Disabled Housing: The PHA intends to implement site-based waiting lists for its elderly and disabled program. The PHA operates four specific buildings under this program. These buildings are located in specific areas of the city that afford individuals unique neighboring amenities; and the PHA intends to develop site-based waiting lists for each of these sites as follows:
  - 1. Tucson House
  - 2. Martin Luther King Apartments

3. Craycroft Towers
4. Lander Gardens

Applications will be accepted, maintained, and verified at a central location. Clients will be able to select any or all of the waiting lists.

- C. Low Income Tax Credit Properties: The PHA manages two properties that are operated as low income public housing and low income housing tax credit properties. The PHA intends to develop site-based waiting lists for these specific properties as follows:

1. Tucson House
2. Posadas Sentinel

Applications will be accepted, maintained, and verified at a central location.

Applications are accepted, maintained, and verified at the Posadas Sentinel site. Clients may apply at the Posadas Sentinel site or may apply at the central location – 310 N. Commerce Park Loop for all other housing programs. Applicants may be on both the Conventional Public Housing and Posadas Sentinel waiting lists. If a resident is housed in one of these programs and are on the waiting list for the other, they must move out of the program prior to be housed in the other.

- D. Family Self Sufficiency Properties: The PHA manages a HOPE VI revitalization project that, in part, includes a 120-unit low income tax credit property at Posadas Sentinel in which 60 units are designated as family self-sufficiency (FSS) units. The FSS units require that the household sign a participation contract that outlines the goals and objectives that the household is to attain while being assisted. The PHA intends to develop site-based waiting lists for this specific property.

Applications will be accepted, maintained, and verified at the Posadas Sentinel site.

### ***10.3 ASSIGNMENT***

Applicants are assigned to units of the appropriate size in according with the PHA's occupancy standard based upon availability on a first come, first served basis. Should clients decline an offer, they are placed on the bottom of the eligibility list. Clients are dropped from the list after declining three units.

- A. Preferences: Applicants will be assigned to waiting lists based on date and time of the application. However, to further the PHA's commitment to de-concentration of poverty and family self-sufficiency, the PHA applies skip-over policies to comply with federal and locally designated income targets. The PHA gives highest preferences to families displaced by governmental action or households that contribute to meeting income targeting requirements. To accomplish these goals, the following point system has been adopted:

1. Working (1 pt)
2. Elderly/disabled (1 pt)
3. Displaced by local direct government action (3 pts)

Working Preference: Applicants with an adult family member, 18 years of age or older, who are enrolled in an employment training program, or currently working at least 20 hours per week for six or more consecutive months, or attending school on a full-time basis.

Elderly or Disabled Preference: Applicants who are 62 years of age or older; or have a disability as defined in Section 223 of the Social Security Act.

Displaced by local direct government action; Individuals or families displaced by direct local government or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by Federal disaster relief laws.

- B. Transfers: The PHA considers transfer requests, in accordance with its transfer policy, subordinate to new admissions. FSS households are allowed to transfer to another unit that is significantly closer to work or school. The PHA maintains the right to suspend such transfers should they impact the performance of the PHA.
- C. Income Targeting: The PHA targets incomes of new admissions at multi-unit sites in accordance with the Area Median Income (AMI) table as follows:
  - 1. 50% of new admissions at 30% or below of median income
  - 2. 40% of new admissions at 31% to 50% of median income
  - 3. 10% of new admissions at 51% to 80% of median income
- D. De-concentration: The PHA affirmative places family households in multi-unit sites so as not to exceed the percentages of household incomes denoted under income targeting. To accomplish this de-concentration of poverty, the PHA has acquired a scattered site portfolio, with 400 sites located throughout 190 square miles, 350 of which are single family homes.
- E. Accessible Units: Accessible units are first offered to PHA occupants in need of the accessible features of the available accessible unit and secondly to qualified applicant families who may benefit from their features. Applicants for these units are selected utilizing the same preference system outlined above. If there are no applicants who would benefit from the accessible features, the units are offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating that they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible unit applies. Any family required to transfer will be given a 30-day notice.

## **11.0 ASSIGNMENT OF UNITS**

### **11.1 BEDROOM SIZE**

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

Number of Bedrooms	Number of Persons
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	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

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

Every family member is to be counted as a person. In determining bedroom size, the PHA 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, or children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. A single person who is pregnant shall be eligible for 1 bedroom assistance or a 2 bedroom depending on availability.
- B. Any single parent or legal guardian with one child under the age of 5 shall be eligible for 1 bedroom or 2 bedroom depending on availability.
- C. Household members of the opposite sex, other than husband and wife, are not required to share the same bedroom but may choose to do so.
- D. A live-in aide will get a separate bedroom, when available.

Exceptions to normal bedroom size standards include the following:

1. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Public Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certificate stating they understand they will be ineligible for a larger unit for three (3) years or until the family size changes, whichever may occur first.
2. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Public Housing Authority will adhere to the Reasonable Accommodation Policy as outlined in Section 2.0.
3. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense)

to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***11.2 DE-CONCENTRATION POLICY***

It is the policy of the Public Housing Authority 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, families will be skipped on the waiting list to reach other families with a lower or higher income. This will be accomplished in a uniform and non-discriminating manner.

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

Prior to the beginning of each fiscal year, the Public Housing Authority will analyze income levels of families residing in each development, the income levels of census tracts in which developments are located, and the income levels of families on the waiting list. Based on this analysis marketing strategies will be determined and de-concentration incentives implemented

### ***11.3 DE-CONCENTRATION INCENTIVES***

The Public 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.

### ***11.4 OFFER OF A UNIT***

When a unit becomes available, the Public Housing Authority will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration of goal and/or the income targeting goals.

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

The family will be offered the opportunity to view the unit. After the unit has been viewed, the family will have one (1) business day to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Public Housing Authority will send the family a letter documenting the offer and the rejection.

### ***11.5 REJECTION OF UNIT***

If, in making the offer to the family, the Public Housing Authority skipped over other families on the waiting list in order to meet a de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit, the family will not lose its place on the waiting list and will not be otherwise penalized.

If the Public 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 without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

### **11.6 ACCEPTANCE OF UNIT**

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

Prior to signing the lease all families (head of household) and 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.

The applicant will be provided a copy of the lease and informed about the grievance procedure, utility allowances, utility charges, and a request for reasonable accommodation form. 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 Public Housing Authority will retain the original executed lease in the tenant's file.

### **11.7 SECURITY DEPOSIT**

#### **A. Amount of Deposit**

A security deposit will be required for a tenant household assigned to units as follows:

UNIT SIZE	DEPOSIT AMOUNT
Zero/One Bedroom	\$150.00
Two Bedrooms	\$250.00
Three Bedrooms	\$300.00
Four Bedrooms	\$400.00
Five Bedrooms	\$500.00
Six Bedrooms	\$600.00

#### **B. Payment**

The security deposit is to be paid immediately upon execution of the lease, unless other arrangements have been made. Security deposits will be held on account by the Public Housing Authority, will accrue no interest, and will be returned to the head of household

tenant after move-out, if the following conditions are met:

1. The tenant gave notice of intent to vacate as required by the lease;
  2. There are no unpaid rent or other charges for which the tenant is liable under the lease or as a result of breaching the lease;
  3. The apartment and all equipment are left clean and all trash and debris have been removed by the household;
  4. There is no breakage or damage beyond that expected from normal wear and tear; and
  5. There was proper notice of intent to vacate given to the Public Housing Authority under the lease and all keys issued have been returned to the Public Housing Authority when the household vacates the unit.
- C. **Assessed Charges:** If charges are assessed against the household, those charges will be deducted from the security deposit; the resulting balance, if any, will be returned to the tenant.
- D. **Ineligible Use:** The security deposit will not be used to pay charges during occupancy.
- E. **Pet Security Deposits:** Pet Security Deposits will be paid in accordance with the Public Housing Authority's Pet Policy.
- F. **Exceptions:**  
In exceptional situations, the Public Housing Authority reserves the right to allow new residents to pay their security deposits during the first nine (9) months of residency. One third must be paid at the time of lease signing and the remainder can be spread equally over the following eight (8) months.  
In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. If the security deposit for the second unit is greater than that for the first, the difference will be collected from the family unless the transfer is a result of an approved Reasonable Accommodation request. Conversely, if the security deposit for the second unit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## ***11.8 TAX CREDIT UNITS***

The PHA was awarded Low Income Housing Tax Credits for various housing projects in the past to provide major repairs and replacement housing for the City of Tucson. There are additional regulations that must be adhered to in order for a family to reside in one of these units. Applicants may be eligible for public housing assistance but may not be eligible to reside in a tax credit unit. If this is the case, the family will be housed in another public housing unit.

- A. **Income Eligibility:** Each unit has been assigned a Set Aside which is a percentage of the area media income. Applicant's household income must be at or below this income level in order

to be certified as eligible to move into the unit.

B. Full Time Student Rule: This rule applies only if **all** household members are full-time students in any accredited educational institution (regulations consider kindergarten and up full time students). If all household members are attending school full time, the household may receive an exemption if one or more of the conditions below are met:

- The head of household is a single parent with children who are not dependents of another individual
- A couple is legally married and filing a joint federal tax return
- A household member is receiving assistance under Title IV of the Social Security Act (TANF or AFDC)
- A household member is enrolled in a job-training program receiving assistance under the Workforce Investment Act (previously JTPA).

If a household is not qualified for any of the above-mentioned exemptions, one household member must attend part-time, but not full-time to be in compliance. The PHA will not approve any transfers to accommodate for the student status rule in tax credit units. The household must remain in compliance if you do not meet one of the exemptions.

C. Applicants will be required to certify at move in and each year after that the family is in compliance on the Tenant Income Certification. Households not in compliance will be required to vacate the premises.

## **12.0 DETERMINATION OF FAMILY INCOME**

To determine annual income, the Public 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 PHA subtracts all allowable deductions as the next step in determining the Total Tenant Payment.

### **12.1 INCOME**

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other adult family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness 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 (IRS) 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 reimbursement of cash or assets invested in the operation by the family.
3. 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.)
4. 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.)
5. Welfare Assistance/Imputed Welfare Income. However, if the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
6. Periodic and determinable wages and allowances, such as alimony, child support payments, seasonal and contract employment and regular contributions or gifts received from organizations or from persons not residing in the dwelling. *The recurring direct contribution of groceries provided to the family and child care payments that are made directly to the provider will be excluded on tax credit certifications but the income will be used in the calculation of rent.*
7. 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.)
8. *Assets*
  - a. *Savings Accounts: The current balance will be used.*
  - Checking Accounts: The average of the last six months will be used. If the PHA is unable to receive the information from the third party source, the resident/applicant will be asked to provide bank statements for the previous six*

*month period. Interest received from these accounts will be counted as income.*

*Some belongings of value are not considered assets. Necessary personal property is not counted as an asset, such as clothing, furniture, cars, wedding rings or other jewelry not held as an investment, interests in Indian Trust land, term life insurance policies where there is no cash value, assets that are part of an active business, assets that are not effectively owned by the resident/applicant and assets that are not accessible and provide no income to the resident/applicant.*

*The calculation to determine the amount of income from assets to include in annual income considers both of the following:*

- 1. The total cash value of the family's assets; and*
  - 2. The amount of income those assets are earning or could earn.*
- b. The rule for calculating income from assets differs depending on whether the total cash value of family assets is \$5,000 or less, or is more than \$5,000.*

*To comply with the rule for determining the amount of income from assets, it is necessary to first determine whether the total "cash value" of family assets exceeds \$5,000.*

*The "cash value" of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:*

- 1. Penalties for premature withdrawal;*
- 2. Broker and legal fees; and*
- 3. Settlement costs for real estate transactions.*

*The cash value is the amount the family could actually receive in cash, if the family converted an asset to cash.*

*If assets are owned by more than one person, the assets will be prorated to the percentage of ownership. If no percentage is specified or provided by a state or local law, the assets will be prorated evenly amount all owners.*

*If an asset is not effectively owned by an individual, it is not counted as an asset. An asset is not effectively owned when the asset is held in an individual's name, but (a) the asset and any income it earns accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.*

- c. If the total cash value of all the family's assets is \$5,000 or less, the actual income the family receives from assets is the amount that is included in annual income as income from assets.*

*When net family assets are more than \$5,000, annual income includes the greater of the following:*

- 1. Actual income from assets; or*
  - 2. A percentage of the value of family assets based upon the current passbook savings rate as established by HUD. This is called imputed income from assets.*
- d. Trusts: A trust is a legal arrangement regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries). A trust can contain cash or other liquid assets or real or personal property that could be turned into cash. Generally, the assets are invested for the benefit of the beneficiaries. Trusts may be revocable or nonrevocable. A revocable trust is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account. When the creator sets up a nonrevocable trust, the beneficiary frequently will be unable to touch any of the trust funds until a specified date or event (e.g. the beneficiary's 21<sup>st</sup> birthday or the grantor's death). In some instances, the beneficiary may receive the regular investment income from the trust but not be able to withdraw any of the principal. The beneficiary and the grantor may be members of the same family. A parent or grandparent may have placed funds in trust to a child. If the trust is revocable, the funds may be accessible to the parent or grandparent but not to the child.*

*The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account.*

*If any member of the tenant family has the right to withdraw the funds in the account (revocable), the trust is considered to be an asset and is treated as any other asset. The cash value of the trust (the amount the family member would receive if he or she withdrew all that could be withdrawn) is added to total net assets. The actual income received is added to actual income from assets.*

*If no family member has access to either the principal or income of the trust at the current time, (nonrevocable) the trust is not included in the calculation of income from assets or in annual income. If only the income (and none of the principal) from the trust is currently available to a family member, the income is counted in annual income, but the trust is not included in the calculation of income from assets.*

*If a tenant sets up a nonrevocable trust for the benefit of another person while residing in assisted housing, the trust is considered an asset disposed of for less than fair market value. If the trust has been set up so income from the trust is regularly reinvested in the trust and is not paid back to the creator, the trust is calculated as any other asset disposed of for less than fair market value for two years and not taken into consideration thereafter.*

*When a tenant places an asset in a nonrevocable trust but continues to receive income from the trust, the income is added to annual income and the trust is counted as an asset disposed of for less than market value for two years. Following the two year period, the PHA will count only the actual income distributed from the trust to the tenant.*

*The beneficiary of a trust may receive funds from the trust in different ways. A beneficiary may receive the full value of a trust at one time. In that instance the funds would be considered a lump sum receipt and would be treated as an asset. A trust set up to provide support for a person with disabilities may pay only income from the trust on a periodic basis. Occasionally, however, a beneficiary may be given a portion of the trust principal on a periodic basis. When the principal is paid out on a periodic basis, those payments are considered regular income or gifts and are counted in annual income.*

*A special needs trust is a trust that may be created under some state laws, often by family members for disabled persons who are not able to make financial decisions for themselves. Generally, the assets within the trust are not accessible to the beneficiary.*

*If the beneficiary does not have access to income from the trust, then it is not counted as part of income. If income from the trust is paid to the beneficiary regularly, those payments are counted as income.*

- e. Annuities: An annuity is a contract sold by an insurance company designed to provide payments, usually to a retired person, at specified intervals. Fixed annuities guarantee a certain payment amount, while variable annuities do not, but have the potential for greater returns. A hybrid annuity (also called a combination annuity) combines the features of a fixed annuity and a variable annuity. A deferred annuity is an annuity that delays income payments until the holder chooses to receive them. An immediate annuity is one that begins payments immediately upon purchase. A life annuity continues to pay out as long as the owner is alive. A single-life annuity provides income benefits for only one person. A joint life annuity is issued on two individuals, and payments continue in whole or in part as long as either individual is alive. Generally, a person who holds an annuity from which he or she is not yet receiving payments will also be earning income. In most instances a fixed annuity will be earning interest at a specified fixed rate similar to interest earned by a CD. A variable annuity will earn (or lose) based on market fluctuations, as in a mutual fund.*

*Most annuities charge surrender or withdrawal fees. In addition, early withdrawal usually results in tax penalties. When verifying an annuity, the PHA will ask the verification source whether the holder of the annuity has the right to withdraw the balance of the annuity. If the holder of the annuity has no right to withdraw the balance of the annuity, the annuity is not treated as an asset. Generally, when the holder has begun receiving annuity payments, the hold can no longer convert it to a lump sum of cash. In this situation, the holder will*

*receive regular payments from the annuity that will be treated as regular income, and no calculations of income from assets will be made. However, the amount that the holder invested in the annuity will not be counted as income.*

*When a resident/applicant has the option of withdrawing the balance in an annuity, the annuity will be treated like any other asset. If total net assets exceed \$5,000, it will be necessary to determine the cash value of the annuity in addition to determining the actual income earned. In most instances, an annuity from which payments have not yet been made is earning income on the balance in the annuity. A fixed annuity will earn income at a fixed rate in the same manner that a CD earns income. A variable annuity will earn (or lose) based on current market conditions, as with a mutual fund. The owner will need to verify with the insurance agent or other appropriate source: (a) The right of the holder to withdraw the balance (even if penalties are involved); (b) The basis on which the annuity may be expected to grow during the coming year; (c) The surrender or early withdrawal penalty fee; (d) The tax rate and the tax penalty that would apply if the family withdrew the annuity.*

*The cash value will be the full value of the annuity, less the surrender (or withdrawal) penalty, and less any taxes and tax penalties that would be due. The actual income is the balance in the annuity times the percentage (either fixed or variable) at which the annuity is expected to grow over the coming year. (This money will be reinvested into the annuity, but it is still considered actual income). The imputed income from the asset is calculated only after the cash value of all family assets has been determined. Imputed income from assets is calculated on the total cash value of all family assets.*

- f. Lump sum receipts are counted as assets. Examples of lump sum payments include the following:*
- 1. Inheritances;*
  - 2. Capital gains;*
  - 3. Lottery winnings paid in one payment;*
  - 4. Cash from the sale of assets;*
  - 5. A lump sum payment is counted as an asset only as long as the family continues to possess it. If the family uses the money for something that is not an asset – a car or a vacation or education – the lump sum or an asset purchased with a lump sum payment may result in enough income to require the family to report the increased income before the next regularly scheduled annual recertification. But this requirement to report an increase in income before the next annual recertification would not apply if the income from the asset was not measurable by the tenant (e.g., gems, stamp collection).*
- g. Balances held in retirement accounts: Balances held in retirement accounts are counted as assets if the money is accessible to the family member. For individuals still employed, accessible amounts are counted even if withdrawal*

would result in a penalty. However, amounts that would be accessible only if the person retired are not counted. IRA, Keogh, and similar retirement savings accounts are counted as assets, even though withdrawal would result in a penalty.

*Contributions to company retirement/pension funds are included:*

- 1. While an individual is employed, only amounts the family can withdraw without retiring or terminating employment will be counted.*
- 2. After retiring or terminating employment, any amount the employee elects to receive as a lump sum will be counted as an asset.*

*Any retirement benefits received through periodic payments are included as income.*

- h. Mortgage or deed of trust: A mortgage or deed of trust held by a family member is included as an asset. Payments on this type of asset are often received as one combined payment which includes interest and principal. The value of the asset is determined by calculating the unpaid principal at the end of the 12-month period following certification. Each year this balance will decline as more principal is paid off. The interest portion of the payment is counted as actual income from an asset. The cash value is calculated as follows: County Assessor's Valuation minus the mortgage amount owed, minus the cost of disposing of the asset. The PHA defines the cost of disposing of the asset as ten percent of the County Assessor's Valuation.*
- i. Assets disposed of for less than fair market value: Residents/applicant must declare whether an asset has been disposed of for less than fair market value at each certification and recertification. The PHA must count assets disposed of for less than fair market value during the two years preceding certification or recertification. The amount counted as an asset is the difference between the cash value of the amount actually received. Any asset that is disposed of for less than its full value is counted, including cash gifts as well as property. To determine the amount that has been given away, the cash value of the asset will be compared to any amount received in compensation.*

*However, the rule applies only when the fair market value of all assets given away during the past two years exceeds the gross amount received by more than \$1,000. When the two-year period expires, the income assigned to the disposed asset also expires. If the two-year period ends in the middle of a recertification year, then the tenant may request an interim recertification to remove the disposed asset(s). Assets disposed of for less than market value as a result of foreclosure, bankruptcy, divorce or separation are not counted. Residents/applicants must sign a self-verification form at their initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or certifying that no assets have been disposed of for less than fair market value.*

## **12.2 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 PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative 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 and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Earned Income Disallowance: For qualified residents who earn new employment income or receive an increase in employment income due to participation in self sufficiency activities. Increases in income due to the earnings are excluded in calculating rent for 12 months after which half the increased earnings are excluded for the following 12 months. The exclusion period can be interrupted but in no case may the total number of months between the beginning of the exclusion and the final month of exclusion exceed 48 months. The exclusion applies to the new income only, not any income (baseline) that was received prior to the change in the employment status. This disallowance is only available for households under a current lease and is not applicable at admission. Only adults can qualify for the disallowance. Each person can receive only one 48-month disallowance period during his or her lifetime. In order to qualify, a household member must meet one or more of the following criteria:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency or job training program.
  - c. Families who have received \$500 in cash or non-cash assistance under a State TANF program within the last six months. Food Stamps and Medical Assistance are not considered a qualifying benefit towards the \$500 and are specifically excluded.

HUD regulations allow for the Public Housing Authority to offer an escrow account in lieu of having a portion of income excluded.

11. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. 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

14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.  
These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under Health and Human Services' (HHS) Low-Income Energy Assistance Program
  - f. Payments received under the Work Investment Act of 1998
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - i. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs
  - j. Payments received under the Older Americans Act of 1965
  - k. Payments from Agent Orange Settlement
  - l. Payments received under the Maine Indian Claims Act
  - m. The value of child care under the Child Care and Development Block Grant Act of 1990
  - n. Earned income tax credit refund payments
  - o. Payments for living expenses under the AmeriCorps Program
  - p. Any allowance paid to a child suffering from spina bifida who is the child of a Vietnam veteran
  - q. Any amount of crime victim compensation under the Victims of Crime Act

- r. Full amount of student financial assistance paid directly to the student or to the educational institution except as required for tax credit properties.
- s. *Kinship payments*

### **12.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 4. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
  - 5. Medical expenses are to be *anticipated* for the lease renewal period, meaning what the resident is expecting to spend on expenses that are not covered by insurance. These may include, but are not limited to:
    - Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.);
    - Laboratory fees, X-rays and diagnostic tests, costs for blood, and oxygen;
    - Medical insurance premiums (including Medicare) and the insurance deductible;
    - Prescription and non-prescription medicines (non-prescription medicines should be prescribed by a licensed medical professional);
    - Transportation to/from treatment including the actual cost (e.g., bus fare) or if driving by car, a mileage rate based on IRS rules or other accepted standard;
    - Medical care of a permanently institutionalized family member IF his/her income is included in annual income;
    - Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays; fillings, braces, extractions, dentures;
    - Eyeglasses and contact lenses;

- Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs;
- Attendant care or periodic attendant care;
- Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors Hospitals, health maintenance organizations (HMO's), out-patient medical facilities, and clinics;
- Expenses paid to an HMO;
- Purchase or rental and upkeep of equipment (e.g., where there are tenant paid utilities, the additional utility costs to the tenant because of an oxygen machine);
- Skilled, semi-skilled and unskilled nursing services;
- An assistive animal and the upkeep and care of the animal; and
- Any other medically necessary service, apparatus or medication, as documented by third party verification .
- Use of IRS Medical Expenses, found in IRS Publication 502 may be used for further guidance.

E. Authorized child care expenses.

## **13.0 VERIFICATION**

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

### ***13.1 ACCEPTABLE METHODS OF VERIFICATION***

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

The Upfront Income Verification System (UIV) is intended to provide a single source of income-related data to the PHA for use in verifying income. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the UIV system.

The UIV system assists the PHA in the upfront verification of tenant income by comparing the tenant income data obtained from various sources including:

- Tenant supplied income data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICA's);
- Social Security and Supplemental Security Income from the Social Security Administration; and
- User Profile information from the PIC database.

The data provided via the UIV system will be protected to ensure that they are only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Under no circumstances will any UIV information be released to anyone other than the household member it pertains to. Suspected cases of fraud or identity theft are the responsibility of the household member to cure with the providing source.

Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins and other guiding documents. A UIV Security Policy will be available for public review. Current participants and applicants will receive information as it pertains to the policy.

#### Verification Hierarchy:

- Upfront Income Verification (UIV): Highest level
- Written Third Party Verification: High level. This type of verification includes written documentation with forms sent directly to and received directly from a source, not passed through the hands of the family. Due to the requirement to anticipate/project income, third party verification will be used in conjunction with UIV.
- Tenant Provided Documents: Medium-Low Level (Supplement UIV; or when higher level of verification is not available, use on provisional basis). The PHA will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the PHA has been unable to obtain third verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file. It is the responsibility of the applicant/participant to provide verification for deductions. This verification may be hand carried.
- Tenant Declaration: Low Level (use as a last resort when higher levels of verification are not available). The PHA will accept a self-declaration statement signed by the head, spouse or co-head. All self declaration statements must be notarized. Such documents will be maintained in the file.

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

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

When neither third party verification nor hand-carried verification can be obtained, the PHA will accept a self-declaration statement signed by the head, spouse or co-head. All self-declarations must be notarized. Such documents will be maintained in the file.

### 13.2 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 PHA will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS 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 indicating full time or part-time student.	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking	Letter from institution/current	Passbook, most current

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
accounts	statement	statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### ***13.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury.

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

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

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

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

If the Public Housing Authority determines that a family member has knowingly permitted an

ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the program for a period of 24 months from the date of termination.

#### **13.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, verification of social security numbers must be provided for each family member who has a Social Security Number and who is at least six years of age. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six years of age.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the PHA will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. The PHA will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### **13.5 TIMING OF VERIFICATION**

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

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

#### **13.6 FREQUENCY OF OBTAINING VERIFICATION**

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

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

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

### **14.1 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 (income based) or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo unless the family resides in a tax credit unit. Annual re-verifications are required for the Low Income Housing Tax Credit Program.
  
- 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.

### **14.2 FLAT RENT**

The Local 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 Local 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. If a family resides in a tax credit unit, regulations require that the family pay no more than a set max rent depending on the set aside for the unit. Residents who pay max rent will still receive the utility allowance for the unit.

The Local Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### **14.3 FORMULA METHOD**

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent of \$50.

#### **14.4 PHASED-IN RENT**

This option may be available to families who have chosen the formula method. During the first twelve months, the entire income is excluded from the rent calculation. For twelve additional months, 50% of the income is excluded. Months need not be consecutive but are limited to a 48-month period from the onset of the rental choice. The family can choose this method if they meet any of the three criteria listed below:

- A. FSS: The family can choose phased-in rents if participating in the Family Self-Sufficiency Program. The household can choose either phased-in rents or elect to count total income in order to increase FSS escrow.
- B. TANF: The family can select this option if the family is receiving assistance, benefits or services under a state program for temporary assistance for needy families or if the family has stopped receiving those benefits within the last six months.
- C. Zero Income: The family can choose phased-in-rents if income has increased as a result of employment of a family member who was unemployed for one or more years previous to employment.

#### **14.5 MINIMUM RENT**

The Local Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the Local 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;
  - 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 be 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 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.

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

The family's assistance is prorated in the following manner (based on eligible household members):

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

#### **15.0 UTILITY ALLOWANCE**

The PHA maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges (if applicable) and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance is intended to help defray the cost of utilities not included in the rent. The utility allowance schedule is determined based on the typical cost of utilities and services paid by

energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA uses normal patterns of consumption for the community as a whole and current utility rates.

The PHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The PHA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Inspections Office.

At each reexamination, the PHA applies the utility allowance from the most current utility allowance schedule.

The PHA may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. 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 belong to the tenant.

### ***15.1 ADDITIONAL APPLIANCES***

Residents who wish to use their own additional large appliances such as refrigerators or freezers must complete a Request for Additional Appliance form which must be approved by the PHA before the appliance can be used. At the sites where electric service is included in the rent, an additional \$10 a month will be charged to accommodate for the additional energy use. The PHA reserves the right to refuse permission or require the removal of any existing additional appliance, even if prior approval had been granted.

## **16.0 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$25 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds (NSF), this will be considered a non-payment of rent and will incur the late charge plus an additional NSF charge.

## **17.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### ***17.1 COMMUNITY SERVICE REQUIREMENT***

In order to be eligible for continued occupancy, adult residents living in the Conventional Public Housing Program sites must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is

located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

## **17.2 EXEMPT RESIDENTS**

Exempt Adults - an adult member of the family who:

1. 62 years of age or older;
2. Has a disability that prevents him/her from being gainfully employed;
3. Is the caretaker of a disabled person;
4. Is working at least 20 hours per week;
5. Is participating in a welfare to work program;
6. Is a student under the 20-hour rule.
7. A spouse will have to provide a certification from a medical professional if they are the caregiver of an elderly resident.

## **17.3 DEFINITIONS**

Community Service - volunteer work, which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a non-profit organization that serves PHA residents or their children such as Boy Scouts, Girl Scouts, Boys and Girls clubs, community clean-up programs, beautification program, youth or senior programs:
- Work at the Authority to help with senior programs, children programs;
- Helping neighborhood groups with special projects;
- Serving as an officer in a Resident organization or serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

Self-Sufficiency Activities - activities that include, but are not limited to:

- Job readiness, job training programs;
- GED or ESL classes'
- Substance abuse or mental health counseling;
- Apprenticeships;
- Budgeting and credit counseling; and
- Full time student status at any school, college or vocational school or if school related activities (class time, studying, and homework) total 20 hours per week or more.

## **17.4 REQUIREMENT OF THE PROGRAM**

1. The eight- (8) hours per month may either be by volunteer work or self-sufficiency program activity or a combination of the two. At least eight hours of activity must be performed each month. The resident may deviate from this schedule under special circumstances as determined by the authority.
2. The family must provide documentation that they are exempt if they qualify for an exemption. The family must also sign a certification that they have received and read this policy and

understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.

3. Residents must submit completed documentation forms of activities on a regular basis to the Central Office or as directed.
4. If a family member is found to be non-compliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve- (12) month period. Only one Non-Compliant Waiver may be completed per household.
5. Change in exempt status:
  - If, during the twelve- (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such within **10 days**.
  - If, during the twelve- (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority within 10 days. The Authority will provide the person with the documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.
  - If, the resident becomes exempt during a particular month, the resident will not be required to volunteer hours during that month.

#### ***17.5 AUTHORITY OBLIGATIONS***

- To the greatest extent possible, the Authority will provide names and contacts at agencies that can provide opportunities for residents to fulfill their Community Service obligations. As a last resort, the Authority will allow residents to volunteer at a housing development if they cannot find volunteer work elsewhere.
- The Authority will provide the family with exemption verification forms and certification documentation forms at the move-in and lease renewal appointments.
- The authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.

#### ***17.6 NON-COMPLIANT FAMILY MEMBER***

- At least 30 days prior to the annual reexamination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
- The non-compliant member and the head of household to make up the deficient hours over the next twelve month period;
- Each household is only permitted to have only one (1) Non Compliance waiver at any point during their residency.
- If, at the next annual reexamination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the non-compliant member agrees to move out of the unit;
- The family may use the Authority's Grievance Procedure to protest the lease termination.

## **18.0 RECERTIFICATIONS**

At least annually, the Public 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.

### **18.1 GENERAL**

The Public 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, formula method or, if eligible phased in rent and scheduling an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose.

During the appointment, the Public 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.

### **18.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Public Housing Authority taking eviction actions against the family.

### **18.3 FLAT RENTS**

Each year prior to their anniversary date, Public Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Public 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 Public Housing Authority representative, they may make the selection on the form and return the form to the Public Housing Authority. In such case, the Public Housing Authority will cancel the appointment. The letter will include:

- 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. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families, unless they live in a low income housing tax credit property, 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 Public Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

#### **18.4 FORMULA METHOD**

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

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

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or the minimum rent of \$50.

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

The new rent will generally be effective upon the anniversary date.

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 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.

## **18.6 INTERIM REEXAMINATIONS**

- A. Reporting requirements for all household members: Any of the changes listed below must be reported in writing to Management within 10 calendar days of their occurrence. Complete verification of circumstances in such cases must be documented upon PHA request in such form, manner and time that the PHA staff may require on a Change of Household/Change of Income form provided by Management. Failure to timely report these changes and/or failure to provide accurate, verifiable information may result in a retroactive rent charge, an eviction action or both against the tenant household.
1. Loss/start of a job.
  2. Changes in source of income.
  3. Loss or addition of income including but not limited to welfare, supplemental security income, and/or any other source of income.
  4. Any change in household composition.
  5. An employed household member becomes eighteen (18) years of age.
  6. Any change to the citizenship status of any family member.
- B. Interim Re-examinations will be conducted for the following:
1. All changes resulting in rent decreases expected to last at least 30 days;
  2. All income changes for tenant households that declare zero income.
  3. All changes in a tenant household's composition.
  4. All income changes for households that fail to report new income sources within ten (10) calendar days.
  5. An interim re-exam will be completed for increases in total household income that are equal to or greater than \$10,000 annually. No interim re-examination will be made for periodic and determinable wages and allowances including seasonal and contract employment, alimony and child support payments, and regular contributions or gifts from organizations or persons not residing in the dwelling if under the \$10,000 threshold. All such household income shall be annualized when calculating the rent payment.
  6. Prior to signing a new Family Self-Sufficiency (FSS) contract, an interim reexamination will be conducted if the effective date of the current reexamination on file is more than 120 days old or if the family's income has changed since the current reexamination was conducted. All new or changed income sources must be re-verified.

C. Effective Dates for timely reporting:

1. Rent Increases: For interim re-exams, increases in rent shall become effective on the first day of the second month following the month in which the change in family circumstances or income occurred provided the change was reported to the Management Office, either by phone or in person, within ten (10) calendar days of its occurrence and the Tenant and all household members comply with the verification requirements and complete the re-exam.
2. Rent Decreases: Decreases in rent shall take place on the first day of the month following the month in which the change occurred if reported within ten calendar days.

If a tenant fails to appear for scheduled appointments to sign lease amendment(s) that would result in a rent decrease, the effective date of the rent decrease will be the first day of the month after the date the Tenant signs the necessary amendment(s).

D. Errors/Omissions/Failure or Delay in Reporting Changes: (In the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes.) If an error in rent is revealed at any time, proper adjustment shall be made to correct the error as follows:

1. Errors which are the fault of the tenant household or its members:
  - a. Increased rent shall be retroactive to the first day of the month following the date the change occurred. Failure to pay such arrearages shall be grounds for termination of this Lease.
  - b. Decreased rent shall be effective on the first day of the month following the month the change was reported.
2. Errors not the fault of the tenant household or its members:
  - a. Increased rent shall be made effective the first day of the second month following the date the error was discovered.
  - b. Decreased rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

E. Temporary Income Determination: When it is not possible to estimate projected tenant household income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special reexamination will be scheduled. Special reexamination will be scheduled every 30, 60 or 90 days until a reasonably accurate estimate of income can be made.

F. When possible, tenant household income will be annualized.

G. Tenant households on negative rent (no income only) as a result of the annual re-examination will be contacted by Management staff and be required to come in for an

interim re-examination of all adult members every three (3) months or other such times as determined appropriate by the PHA.

#### H. Changes in Household Composition

1. The tenant household is required to report the Management Office in writing any change in household composition within ten (10) calendar days of its occurrence using a Change of Household Composition/Change of Income form provided by Management. An individual deleted from an approved Household Composition is **not** guaranteed automatic re-inclusion to the lease at a later date, but must pass Management's eligibility screening criteria. The Housing Authority reserves the right to refuse re-inclusion based on previous household member's cooperation with lease and other housing obligations such as community service, timely reporting, behavior, etc. The PHA will not combine two families therefore does not add adult children into the household. The PHA reserves the right to review the circumstances on a case-by-case basis.
2. Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, require advance written approval from Management. Such approval will be granted only if the new family members pass Management's screening criteria and a unit of appropriate size is available. The Housing Division has the right to deny admission to any person found to be ineligible. Tenant agrees to wait for Management's approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease and may result in lease termination and eviction.
3. A tenant must provide documentation as required by PHA when reporting that a household member has died or has otherwise vacated the unit. In the case of an income producing household member who vacates the unit, PHA will require at least two documents verifying the new address or other evidence deemed acceptable by PHA. Utility bills, a driver's license, an automobile registration, an employer's verification, or a lease or a rent receipt bearing the former household member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a household member has left the unit such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, a Death Certificate or a Petition for Legal Separation may also be acceptable.

A tenant household which is eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income. Upon such request, the Public Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

### **18.7 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 Public Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

### **18.8 ZERO INCOME POLICY**

If a family declares zero income, the Housing Authority will schedule the family to come in every three (3) months to re-verify there is no income in the household. During this appointment, residents will be required to complete a Zero Income Questionnaire. Management will run a credit report, UIV/EIV and a DES Household/Income Report to verify lack of income of any adult household member.

## **19.0 PROVISIONS FOR VIOLENCE AGAINST WOMEN'S ACT (VAWA)**

Pursuant to the direction of the U.S. Department of Housing and Urban Development Office of Public and Indian Housing following the signing into law of the Violence Against Women Act on January 5, 2006 the City of Tucson PHA (Public Housing Agency) has implemented the following policies:

The purpose of these policies, consistent with the intent of Violence Against Women Act (VAWA) is to “protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims’ immediate families – from losing their HUD –assisted housing as a result of the abuse of which they were the victim.”

1. The Public Housing Agency shall not deny admission to the program to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.
2. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed to be 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 the victim of such violence.
3. If a tenant or immediate member of the tenant’s family is a victim of domestic violence, dating violence or stalking, perpetrated by a member of a tenant’s household or any guest or other person under the tenant’s control, the aforementioned criminal activity shall not be cause for termination of the tenancy or occupancy rights. However, the PHA may bifurcate the lease in order to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of violence against family members or others without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a lawful tenant or occupant.
4. The PHA will honor court orders addressing rights of access to or control of the property, distribution or possession of property among household members, and civil protection orders issued to protect the victim in cases where the family breaks up.
5. Nothing in the VAWA limits any otherwise available authority of the PHA to evict a tenant for any violation of the lease not premised on the act or acts of violence in question against a

tenant or a member of the tenant's household. The standards utilized by the PHA in deciding whether to terminate a tenancy will not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants.

6. Nothing in the VAWA limits the authority of the PHA to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenant or employee of the PHA if that tenant's tenancy is not terminated.
7. The PHA will request an individual certify via a police report or agency support letter that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident(s) in question are genuine incidents of actual or threatened abuse. The certification shall include the name of the perpetrator. The tenant shall provide the certification to the PHA within 14 business days of the request for certification. Inability to provide certification requirements will be reviewed on a case-by-case basis.
8. Failure to provide certification in writing, within 14 business days of the PHA request, may result in the PHA going forward with an eviction or termination of tenancy for any tenant or lawful occupant that commits violations of the lease. The 14 business day period may be extended at the discretion of the PHA.
9. An individual may satisfy the certification requirement by:
  - (a) providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident(s) in question are actual incidents of abuse and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or
  - (b) producing a Federal, State, Tribal, territorial, or local police or court record.
10. All information provided to the PHA pursuant to the certification request, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by the PHA, and shall neither be entered into a shared data base nor provided to any related entity, except to the extent that disclosure is:
  - (a) requested or consented to by the individual in writing;
  - (b) required for use in an eviction proceeding; or
  - (c) otherwise required by applicable law.

## **20.0 UNIT TRANSFERS**

### **20.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a re-location 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.

The PHA will accept, prioritize, and process transfer requests in such a manner as to avoid situations that adversely affect program operations -- giving due consideration to the resources available to accomplish the transfers. All tenants, including tenants on the "transfer list", remain responsible for conforming with the Record of Conduct. Violations of these requirements may result in lease termination and eviction, and management action should be initiated promptly whenever applicable -- regardless of whether the tenant is on a transfer list or not. In addition, transfers will not be made where tenants are delinquent in rent, have demonstrated poor housekeeping habits, have caused excessive damage to the current unit being occupied, or have "balance due" charges remaining outstanding on their accounts. Transfers to other dwelling units shall be made without regard to race, creed, color, gender, familial status, disability or national origin. The following priorities will guide the order in which transfers are processed:

- A. **DWELLING UNIT SIZE ADJUSTMENTS:** If the PHA determines that the bedroom size of the dwelling unit is no longer appropriate to that tenant household's needs, or that the unit is inappropriate due to medical or emergency reasons, or that scheduled renovation necessitates vacating the unit, it shall serve notice of such determination to the tenant. If a unit size adjustment is requested due to for a Reasonable Accommodation, the PHA will adhere to the policy as outlined in Section 2.0. The notice will advise the household's members in writing that they have been placed on a waiting list to await the availability of a suitable unit. Tenant shall be given notice of the date that a suitable unit is expected to be ready for occupancy. The tenant household shall be required to move to a suitable unit, and be given a reasonable time of not more than 30 calendar days in which to move. (**Note:** The standard offered to the tenant will be the maximum 30 days, although the tenant may elect to move in less than 30 days.) This period shall commence on the day that both the new lease and an addendum to the prior lease are signed, and the keys to the new unit are delivered to the tenant. The addendum to the prior lease will assign a date signifying a specific termination date to the prior lease and end any leasehold interest in the old unit.

Failure to deliver keys to the original unit by the specified date will result in the household's members being responsible for the rent on both units until the keys have been delivered, and may result in the termination of housing assistance. Tenant's failure to timely transfer to an appropriate unit upon PHA staff instructions is cause for lease termination and eviction of the household. The tenant household's members shall not be penalized if the household is willing to accept the new unit but unable to move by the date required and presents evidence satisfactory to the PHA of their inability to move and that said inability is neither caused by nor under the control of the tenant.

B. TRANSFER PRIORITIES: Transfers will be subordinate to new admissions from the Public Housing Waiting List and granted to tenants according to the following priorities:

1. Hazardous Defects: Tenant households whose units have defects hazardous to life, health, or safety. If such defects are caused by household abuse and/or neglect, termination of tenancy rather than transfer will result.
2. Management Request: When Management determines that it is in the best interest of the program and/or resident to transfer the household to another location. This may be in support of Family Self Sufficiency, Home Ownership Program, Violence Against Women Act (VAWA) or due to other considerations.
3. Unit Rehabilitation: Tenant households who must be transferred to allow for rehabilitation or construction work in their project.
3. Households who have one or more members who have a PHA approved Reasonable Accommodation Request which requires a different type or size of unit.
4. Tenant households either over or under housed who require a unit size adjustment.
5. Tenant households requesting transfer for any reason other than the above-specified categories.

Transfers from Posadas Sentinel will be accepted by the PHA for Management Request and Reasonable Accommodations.

C. TRANSFER WAITING LIST: The PHA shall maintain a list in chronological order of the identity of tenant households requiring transfer within the above listed priorities.

D. TRANSFER COSTS: In all instances, a tenant household transferring from one public housing unit to another is responsible for any costs associated with moving to the new unit (with the exception of B.3. or B.4. above.)

E. SCATTERED SITES: Tenant households wishing to transfer or who have been referred by Housing Division staff, must meet the following criteria:

1. At least one year's residency in low rent public housing units owned by the PHA. (Note: Management reserves right to review special circumstances involving occupancy of less than one year – for example, relocation of a crime witness is essential for their protection, Reasonable Accommodation); and
2. No rent delinquencies over the past 12 months; and
3. No violations of the lease agreement (e.g. neighbor disturbances as evidenced by PHA records, including citations, lease violation notices and/or documented appointments to discuss reported problems); and
4. Good housekeeping habits.

- F. POLICY: The Housing Division reserves the right to revise or suspend its Transfer Policy because of its efforts to decrease vacancies or any other management initiative. Transfer requests will then be treated on a case-by-case basis solely at the discretion of the Administrator.

## **20.2 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 Public 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.

## **20.3 TRANSFER REQUESTS**

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

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

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

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

## **20.4 RIGHT OF THE PUBLIC HOUSING AUTHORITY IN TRANSFER POLICY**

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

## **21.0 INSPECTIONS**

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

### **21.1 MOVE-IN INSPECTIONS**

The Public Housing Authority and an adult member of the family will inspect the unit prior to

acceptance of the unit keys. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

## **21.2 ANNUAL INSPECTIONS**

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

## **21.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

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

## **21.4 SPECIAL INSPECTIONS**

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

## **21.5 HOUSEKEEPING INSPECTIONS**

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

## **21.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Public Housing Authority will give the tenant at least 48 hours written notice.

## **21.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Public 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.

## **21.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Public Housing Authority will, at the tenant's request, offer to schedule a pre-move-out inspection with the family. The inspection allows the Public 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 Public Housing Authority to ready units more quickly for the future occupants.

## **21.9 MOVE-OUT INSPECTIONS**

When Tenant vacates, Management will inspect the dwelling unit and furnish Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant may request to participate in the inspection. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **22.0 PET POLICY**

### **22.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. A new Service/Assistive Animal Policy is attached.

This policy applies to the keeping of pets in all units in the Conventional Public Housing program. This policy shall be applied to all new tenants, to all existing tenants currently having pets as their leases are renewed, and to all existing tenants wishing to get a pet.

The Area Housing Manager shall meet with each pet owner to explain specific procedures in the development related to proper pet management, review applicable pet rules, and provide tenant with a copy of this appendix. Authorization of a Pet Permit provides pet owner(s) with the privilege to keep, harbor and maintain pet(s) on Conventional Public Housing premises. The Area Manager will ensure the pet owner understands that violation of the Pet Policy may result in revocation of the pet owner's Pet Permit and removal of the pet from the premises.

If the complaints are not resolved informally and if there have been three violations of the pet rules requiring housing management involvement, management shall inform the tenant that procedures will be initiated to revoke the Pet Permit. Upon revocation of this Permit, the tenant must permanently remove the pet(s) from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease. Revocation of the pet permit may not be grieved, but termination of the tenant's lease for failure to remove the pet after the permit is revoked may be the subject of a grievance by the tenant under established grievance procedures.

A person with a disability may keep a service/assistive animal that is needed as a reasonable accommodation to his/her disability. Refer to Service Animal Policy for guidance.

These rules may be changed at any time by the PHA, providing new rules instituted are reasonable and tenants are given at least 30 days advance notice and an opportunity to comment.

### **22.2 RULES**

- A. All residents who either currently have or desire to obtain a pet shall request permission in writing to the Area Housing Manager and submit a photo of the pet and other required documentation.
- B. A Pet Permit and Agreement, (Amendment of Dwelling Lease) shall be signed immediately by the tenant, with original to the tenant file. This Dwelling Lease Amendment (see

attached) contains the rights and responsibilities of the tenant and management with respect to pet ownership. A pet deposit of \$100 will be required for each dog or cat. The lease amendment must be signed and the pet deposit must be paid before the pet is allowed on the premises. (Note: Existing Tenants with an approved pet permit on file will be allowed to continue with the \$50 pet deposit for the life of the specific dog or cat.)

- C. Only common household pets are permitted. Common "household" pets shall include domesticated dogs, cats, rodents, fish, birds and turtles that are traditionally kept in the home rather than for commercial or other purposes. Snakes, iguanas or other large lizards, pot-belly pigs, and ferrets are not allowed, nor any poisonous animals.
- D. The number and size of pets are limited as follows:
  - 1. Dogs and cats -- limit of one pet only per household. Dogs may not exceed 14 inches at the shoulder or 20 lbs. when fully grown. Note: An exception to the size and weight restrictions may be granted only for tenants residing in single family units having a private yard with a secured fence. This exception is voided and the original restrictions are re-instituted if the household transfers to a non-single family unit. Certain breeds that tend to be aggressive and/or dangerous are prohibited. These include pitbulls, rottweilers, and chows.
  - 2. Birds -- limit of two per household, no larger than a parakeet. Birds must be kept in a cage at all times.
  - 3. Fish -- limit of one aquarium per household with a maximum capacity of 10 gallons.
  - 4. Turtles -- no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.
  - 5. Rodents -- no more than two of each type per household. Authorized rodents include mice, chinchillas, guinea pigs, hamsters and white rats. Rodents must be kept in a cage or other secure container at all times.
  - 6. The tenant must be able to maintain control over their pets.
- E. Dogs and cats must remain within the unit and not be allowed outside, unattended, at any time. An exception would apply to tenants living in housing with secure (fenced) yards.
- F. No chaining of unattended dogs permitted at anytime.
- G. Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Units, patios and yards must be kept free of odors, insect infestation and pet feces, urine, waste and litter.
- H. All dogs and cats must be spayed or neutered and proof of sterilization must be provided prior to the approval of a pet permit. Owners must provide proof of licensing and inoculations and the name of the veterinarian. Owners must provide a certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations. A copy of this documentation will be maintained in the tenant file.

- I. Any dog that is used to threaten either people or other animals will be deemed "vicious" and barred from the development.
- J. The PHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.
- K. Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping or shrubs.
- L. Pet owners shall be liable for damage caused by their pets. PHA shall require of the tenant, payment of a pet deposit of \$100. Arrangement may be made to allow the tenant to pay the deposit over a period of two months. If the tenant's pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by the PHA. The pet deposit will be refunded to the pet owner within 30-60 days of the day the pet is removed or within 30-60 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.
- M. Tenants must board their pets away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide the PHA with the name and phone number of relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death of the tenant. The PHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.
- N. PHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal.
- O. Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises. Tenants with pets will either "shorten" the leash or carry their pets to keep them from disturbing other tenants, particularly in confined spaces like elevators and lobbies.
- P. The PHA shall impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the PHA will send the owner a written warning and no fine will be assessed. The second time an owner violates the same rule, or any other, the PHA will fine the tenant \$25.00. The PHA may assess additional \$25.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.
- Q. Reasonable Accommodation: Applicants/residents who claim that a particular animal is used to assist persons with disabilities and who want to be exempt from the provisions of these Pet Rules must complete a Reasonable Accommodation request. The PHA will adhere to the Reasonable Accommodation Policy as outlined in Section 2.0.

- R. Exceptions: Reasonable exceptions to the pet policy will be made only upon written request by the tenant/applicant. Refer to the Service Animal Policy for exception guidance. An approved exception shall be noted on the lease amendment. Any such exception must be recommended by the Housing Management Administrator and approved by the Community Services Director.
- S. These Pet Rules are posted in the management office of each development and are incorporated by reference into the Lease.
- T. Pet permits are specific to one pet. If a pet is to be replaced for any reason, a new permit must be approved according to this policy. The \$100 pet deposit will remain in place if a new permit is approved.

**22.3 AMENDMENT TO DWELLING LEASE – PET PERMIT**

1. For a Pet Deposit(s) of \$\_\_\_\_\_, the Community Services Department of the City of Tucson, Arizona permits, (TENANT) \_\_\_\_\_, to keep, harbor, and maintain the following pet(s) and none others without the written consent of the Community Services Department:

Name	Type	Color/Description	Spayed/Neutered
<hr/>			
<hr/>			

2. The TENANT agrees to keep the pet(s) inside the dwelling unit or in outside area assigned to TENANT. In any other areas, pet must be on a leash accompanied by a responsible person. The pet(s) will be kept out of common areas, laundry rooms, other facilities, and common areas not assigned to the TENANT. Cats may use a sanitary sandbox in the dwelling unit. Pet(s) droppings outside must be removed immediately by the TENANT. Dogs must be licensed. No pet may be over 14 inches tall at the shoulder or weigh over 20 lbs. when fully grown.
3. TENANT agrees to supervise and care for pet(s) in order to prevent the pet(s) from damaging property, creating unsanitary conditions, or constituting a health hazard.
4. TENANT agrees to report immediately any damage caused by the pet(s) and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the pet(s), payable on the day on which the rent is due, the month following the effective date of the charges.
5. TENANT agrees to indemnify the LANDLORD from all liability concerning the pet(s) of the TENANT, including any property damage, personal injury, pound, and attorney’s fees, or court costs.
6. The following person(s) will care for the pet(s) in the absence of the TENANT:

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>
<hr/>		

7. The name, address and telephone number of the veterinarian caring for the pet(s):

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>
<hr/>		

8. TENANT agrees not to leave their pet(s) unattended for more than 24 hours. In the event that the pet(s) is/are left unattended for more than 24 hours, the LANDLORD may enter the premises of the TENANT, remove such pet(s) and turn it/them over to the pound or other appropriate authorities.

9. LANDLORD will refund the pet deposit(s) to the TENANT upon permanent removal of the pet(s) from the premises and an inspection by the LANDLORD showing that the premises are clean, odor free, and undamaged.
10. This Pet Permit(s) may be revoked in the event the TENANT fails to comply with the conditions of this Permit. The Permit may also be revoked for permitting pet(s) to run loose or to disturb other tenants, including but not limited to loud and excessive barking, biting while unrestrained, or causing a nuisance. Pet Permit may also be revoked if the pet(s) cause damage to the unit. Upon revocation of this Permit, the TENANT must permanently remove the pet(s) from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease.
11. All applicable provisions of the lease apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of PHA's Pet Policy.

I also understand that I must give to PHA the name of an individual or Agency who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Agency is: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Community Services Department of the  
City of Tucson, Arizona

SIGNED: \_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Address of Tenant

\_\_\_\_\_  
Date

#### **22.4 VISITING PETS**

Tenants are not allowed to have visiting pets on any public housing property.

#### **22.5 REMOVAL OF PETS**

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

#### **22.6 SERVICE ANIMAL POLICY**

Service animals are animals that assist people with disabilities in the activities of independent living. Under the Fair Housing Act, a service animal is any animal that assists or benefits an individual with a disability allowing such person to have equal opportunity to use and enjoy his or her dwelling. The service animal does not have to be licensed or certified by a state or local government or a training program. Certain breeds that tend to be aggressive and/or dangerous are prohibited. These include pitbulls, rottweilers, and chows.

Service animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

#### **22.7 REQUEST FOR A SERVICE ANIMAL ACCOMMODATION:**

The tenant must submit Request for Reasonable Accommodation form to have a service animal as an accommodation for the tenant's limitations from their disability. The request will be handled as outlined in Section 2.0 Reasonable Accommodation.

#### **22.8 SERVICE ANIMAL ACCOMMODATION:**

Management will adhere to the Reasonable Accommodation Policy as outlined in Section 2.0.

The tenant is not required to pay a deposit for the service animal. The tenant is liable for any damage the animal causes.

Proof of licensing, vaccinations and an emergency contact person who would care for the animal in case of an emergency must be provided to Management.

Owners of service animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property in no way violates the rights of others to the peaceful enjoyment of the premises.

Management may enter unit if reports of an unattended animal are brought to our attention. The animal may be removed in those cases where the owner is unable to provide care. Requests for multiple service animals will be reviewed on a case-by-case basis. Management may impose limitations if it can be demonstrated that an individual's request for reasonable accommodation exceeds what is necessary for the tenant to have full use and enjoyment of the

premises.

Individuals with service animals are solely responsible for the conduct of their service animal and Management may insist that a service animal be prevented from repeated barking that disturbs neighbors. If there have been three violations of the Service Animal Policy, Management shall inform the tenant that procedures will be initiated to revoke the Service Animal Agreement. Upon revocation of the Agreement, the tenant must permanently remove the service animal from the premises within seven days from the date of the notice. Failure to do so may result in termination of the Dwelling Lease. Revocation of the Service Animal Agreement is not grievable, but termination of the tenant's lease for failure to remove the service animal after the Agreement is revoked may be the subject of a grievance by the tenant under established grievance procedures. Management must first attempt resolution of the problem before eviction proceedings are initiated. Service animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws can be reported to the local animal control agency.

### **22.9 REMOVAL OF A SERVICE ANIMAL:**

When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behavior), Management may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, Management may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation can include refresher training for both the animal and the tenant.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would all provide a basis for Management to require the animal to be removed from the rental unit.

### **22.10 SUPERVISION:**

The service animal must be supervised and the tenant/handler must retain full control of the animal at all times.

The service animal must remain within the unit and not be allowed outside, unattended, at any time.

The service animal must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping or shrubs. The tenant is fully responsible for any damage caused by the service animal.

A tenant may train their own service animal and are not required to provide any information on the training or the specific task that the animal performs.

The service animal must be kept on a leash at all times.

Tenants must board their service animal away from the development or make other arrangements for the care of the service animal when they intend to leave their unit for 24 hours or more. The Service Animal Agreement requires tenants to provide the PHA with the name and phone number of a relative or friend who has agreed to assume responsibility for the service animal in the event of sudden illness or death of the tenant. The PHA reserves the right to consider the presence of an unattended service animal an emergency, and will enter the unit to remove the service animal.

PHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where a service animal is exhibiting threatening behavior.

**22.11 CLEAN UP RULE:**

The tenant must never allow the service animal to defecate on any property, public or private (except the tenant's own property), unless the tenant immediately removes the waste.

The tenant must always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the tenant's property.

The tenant must properly dispose of waste and/or litter.

It is the tenant's responsibility to clean up after the service animal.

**22.12 ALLOWABLE SERVICE ANIMAL EXPENSES:**

During the annual certification process, tenant should present allowable service animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- Cost of veterinarian visits for the service animal
- Cost of special equipment for service animal
- Cost of medication for service animal

**AMENDMENT TO DWELLING LEASE # \_\_\_\_\_**

***SERVICE ANIMAL AGREEMENT***

1. For a Service Animal, the Community Services Department of the City of Tucson, Arizona allows, (TENANT) \_\_\_\_\_, to keep, harbor, and maintain the following service animal and none others without the written consent of the Community Services Department: (no deposit required for service animals)

<u>Name</u>	<u>Type</u>	<u>Color &amp; Description</u>	<u>Spayed/Neutered</u>
_____	_____	_____	_____
_____	_____	_____	_____

2. The TENANT agrees to keep the service animal inside the dwelling unit or in outside area assigned to TENANT. In any other areas, service animal must be on a leash accompanied by a responsible person. Cats must use a sanitary sandbox in the dwelling unit. Service animal droppings outside must be removed immediately by the TENANT or authorized aide. Dogs must be licensed.

3. TENANT agrees to supervise and care for service animal in order to prevent the animal from damaging property, creating unsanitary conditions, or constituting a health hazard.

4. TENANT agrees to report immediately any damage caused by the service animal and to pay reasonable charges for repair to the premises, facilities, and common areas caused by the service animal, payable on the day on which the rent is due, the month following the effective date of the charges.

5. TENANT agrees to indemnify the landlord for all property damage arising on account of tenant harboring, keeping or maintaining a service animal on landlord's premises.

6. The following person(s) will care for the service animal in the absence of the TENANT:

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>
_____	_____	_____
_____	_____	_____

7. TENANT agrees not to leave their service animal unattended for more than 24 hours. In the event that the service animal is left unattended for more than 24 hours, the LANDLORD may enter the premises of the TENANT, remove such service animal and turn it/them over to the pound or other appropriate authorities.

8. This Service Animal Agreement may be revoked in the event the TENANT fails to comply with the conditions of this Agreement. The Agreement may also be revoked for permitting service animal to run loose or to disturb other tenants, including but not limited to loud and excessive barking, biting, or causing a nuisance. Service Animal Agreement may also be revoked if the animal causes damage to the unit. Upon revocation of this Agreement, the TENANT must permanently remove the service animal from the premises within seven (7) days from the date of the notice. Failure to do so may result in termination of the

Dwelling Lease.

9. All applicable provisions of the lease apply to this amendment.

I acknowledge that I have read, understand and agree to comply with all aspects of PHA's Service Animal Policy.

I also understand that I must give to PHA the name of an individual or Agency who will be contacted should I become incapable of caring for my service animal because of illness, incapacitation or death. That person or Agency is:

\_\_\_\_\_  
\_\_\_\_\_

COMMUNITY SERVICES DEPARTMENT OF  
THE CITY OF TUCSON, ARIZONA

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Services Department

\_\_\_\_\_  
Date

## **23.0 REPAYMENT AGREEMENTS**

Any active Conventional Housing tenant who becomes indebted to the PHA and is notified of such indebtedness by way of a 14-day eviction notice, may request an opportunity from the Management Office to enter into a payment plan with the PHA to pay off their indebtedness. Such a plan will be made in accordance with the following policy:

- A. The tenant must not currently be on a payment plan. The minimum amount for a debt to be considered for a payment plan will be \$50.00.
- B. The tenant must not have a history of failing to meet obligations, including late payments, under previous payment plans. If such a history exists, no payment plan will be offered unless the tenant presents evidence of rehabilitation. Evidence of rehabilitation includes tenant having met their financial obligations for twelve (12) consecutive months.
- C. The payment plan shall specify the number of months a tenant has to pay the debt and shall not exceed nine (9) months, without express approval from Central Management. The repayment time frame will be determined by Management on a case-by-case basis depending on the amount of the repayment plan.
- D. Before the tenant can sign a payment plan with the Department, said tenant must make a down payment equal to at least one-quarter (1/4) of the total amount due. The down payment must be made within the 14 days specified on the tenant's Eviction Notice.
- E. Payment plans will be in the form of an amendment to the Dwelling Lease. Violation of the terms of a payment plan are a material breach of the Dwelling Lease. Failure to meet the terms of a payment plan, including failure to meet current rent obligations, will result in the issuance of a 14-day eviction notice. Tenant has 14 days from receipt of this notice in which to make payment in full, including any future amounts that become due and payable. No partial payments will be accepted. If payment is not made in full by the 14th day, the tenancy will be terminated and the tenant will be required to immediately vacate the premises. Tenant will be notified that any payment(s) made after the 14-day period will not operate to cure this material breach of the Lease and if the premises are not vacated, legal action will be instituted to secure tenant's removal from the premises regardless of any payments made.

## **24.0 TERMINATION**

### **24.1 TERMINATION NOTICES**

1. A. Termination by Tenant: The tenant household shall file an "Intent to Vacate" form (provided by the Management Office) with Management at least thirty (30) days prior to vacating the premises. Tenant must file form in writing. The unit will not be considered vacated and the responsibility of tenant household terminated until the keys to the dwelling unit are returned to the Management Office.

2. (**Note:** Exception to the above may be granted by PHA staff upon proof of a family crisis, an illness or other extenuating circumstances that adequate and appropriate to justify the exception.) If the tenant household fails to return keys and Management finds the unit unoccupied after the date given on the “Intent to Vacate” form, Management will deem the unit abandoned and shall proceed as outlined in D. below. If proper written notice is not given, the full final month’s rent will be charged to the tenant household and will not be prorated..
- B. Termination by Management. If the PHA terminates the lease, written notice must be delivered to the tenant household as follows:
1. A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other Tenants, Neighbors, PHA Employees, or PHA Management including criminal activity involving violence or drugs. It is agreed that as little as twenty four (24) hours is reasonable time under this subsection.
  3. Fourteen (14) days in the case of failure to pay rent, upon classification that the tenant’s account is delinquent as specified in Part I, Article II, C.1. Tenant has 14 days from receipt of this notice in which to make payment in full, including any future amounts that become due and payable. No partial payments will be accepted. If payment is not made in full by the 14th day, the tenancy will be terminated and the tenant will be required to immediately vacate the premises. Tenant will be notified that any payment(s) made after the 14-day period will not operate to cure this material breach of the Lease and if the premises are not vacated, legal action will be instituted to secure tenant’s removal from the premises regardless of any payments made.
  3. The Violence Against Women Act (VAWA) policy will be followed for terminations or bifurcation of a lease. The PHA reserves the right to determine on a case by case basis.
  4. Thirty (30) calendar days prior to termination in all other cases.
- C. The notice of termination to Tenant must be in writing and shall state the reason for the termination and must inform the tenant household that members that they have the right to make such reply as tenant may wish. The notice shall inform the tenant of his/her right prior to hearing or trial (1) to examine and copy, at tenant’s sole expense, PHA documents directly relevant to the termination, and (2) to request a hearing in accordance with the posted Grievance Procedure. (**Note:** The Grievance Procedure is not applicable to terminations involving drug-related or other criminal activities). The notice must be sent via first class prepaid mail, and/or hand delivered to an adult household member. When hand-delivered, the notice receipt must be signed by an adult (18 years old or older) household member. The PHA may also send the notice via certified or confirmed mail addressed to the household’s last known address. A copy of the notice and any return receipt must be retained in the tenant’s file.

## 24.2 REASONS FOR TERMINATIONS

The PHA may not terminate the Lease except for serious or repeated violations of the terms of the lease including, but not limited to:

- A. Non-payment of rent or default on a payment plan.
- B. Failure to pay other service or maintenance charges.
- C. A pattern of late payment of rent (4 times in a twelve month period).
- D. Failure to fulfill tenant household's obligations set forth in the lease, and in other applicable rules and regulations, including but not limited to any of the following:
  - 1. Violation of the lease's zero tolerance policy by any household members, visitors and/or guests regarding the illegal drug-related activity or abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or which threaten the health, safety or peace of neighbors or of PHA staff.
  - 2. An unwillingness to assure that they or any member of their household, visitors or guest(s) or any other person under their control will not engage in prohibited drug-related or criminal activity -- on or off public housing premises.
  - 3. Failure of all adult household members to appear for re-examination or lease renewal appointments, and
  - 4. Failure to provide accurate information concerning any and all household income, employment, and household composition.
- E. Other good cause including, but not limited to:
  - 1. Refusal of an offer of a lease/certification and terms thereof.
  - 2. A household history (i.e., 2 or more times over the term of the annual lease) of disturbance or damage to neighbors or other tenants, destruction of property, or habits which result in damage to the unit, project or complex or other PHA property.
  - 3. Failure to pass annual or specially scheduled unit inspections in which the household fails to correct all identified deficiencies within a reasonable time, not to exceed thirty (30) days. A lease may be terminated if the household fails two inspections within a one year lease period.
  - 4. Failure to maintain the unit in a decent, safe and sanitary condition.
  - 5. Repeated incidence (2 times over the term of the annual lease) of any of the tenant's household members withholding permission from Management during scheduled appointments to enter the premises to make routine or other preventive maintenance service calls, periodic inspections, or perform pest control for conditions which interfere with the health, safety or right to peaceful enjoyment of the fellow tenants' or neighbors' premises by those other residents or neighbors.

6. Abandonment of the unit.
7. Drug-related criminal activity
8. Criminal activity by household members and/or their visitors or guests involving crimes of physical violence or threats of violence.
9. The PHA has the authority has the right to bifurcate the lease in order to protect the victim of domestic violence, dating violence and stalking as outlined in Section 20.0 Violence Against Women's Act (VAWA) of this policy
10. Alcohol abuse or a pattern of abuse of alcohol, by household members or their visitors or guests when such abuse leads to behavior that threatens the health, safety or peaceful enjoyment of the premises by other residents.
11. Failure to accept a transfer when currently residing in a unit that is too large or too small for the household based on PHA's Occupancy Standards.
12. Failure to maintain utility service to the unit as specified in the lease.
13. Failure to abide by requirements of the pet policy (Appendix F) and/or refusal to remove said pet if so ordered due to pet policy violations.
14. Failure to abide by requirements of the Service Animal Policy and/or refusal to remove said service animal is so ordered due to service animal policy violations.
15. *Failure to complete the Family Self Sufficiency Program requirement at the Posadas Sentinel site.*

### **24.3 WRITTEN RECORDS**

Written records documenting eviction actions shall be maintained by the Housing Management Division in strict confidence and shall contain all of the following information:

- A. Names of tenant household's members and identification of unit occupied.
- B. Copies of the Termination Notice and any subsequent correspondence or notices.
- C. Specific reason(s) for eviction. For example, if a tenant household or household member is being evicted for drug-related activity, the record shall detail the actions for which the eviction has been instituted.
- D. Responses or answers, if any, received from any of the tenant household's adult members.
- E. Date and method of notifying tenant household of reasons and showing a summary of any conference(s) with the tenant, including the names of conference participants.
- F. Dated and signed records of the minutes of any hearing held.

- G. Date and description of the final action taken including the findings of fact and reasons found to justify the action.

#### **24.4 TENANT RESPONSIBILITY ON TERMINATION**

- A. Immediately upon Lease termination, the Tenant shall quietly and peacefully remove himself/herself, his or her household and property from the premises and surrender possession to Management. Tenant shall leave the unit and surrounding area, and any equipment and appliances clean and in good order and repair, reasonable wear and tear excepted.
- B. Immediately upon vacating the premises for any reason including abandonment or eviction pursuant to a legal Writ of Restitution, the Tenant shall be required to immediately remove all his or her personal effects and property from the premises. Management shall in no event be responsible for any personal effects or property of the Tenant after Tenant vacates the premises or after the unit has been declared abandoned. Any such personal effects or property remaining after Tenant has vacated or abandoned the premises shall be disposed of by Management. No benefit, monetary or otherwise, shall inure to Management staff/employees as a result of such disposition.

#### **24.5 LEGAL NOTICES**

Any written notice to Tenant including eviction or lease termination notices will be sufficient if in writing and delivered to Tenant or adult member residing in the unit in person or sent by certified or confirmed mail. Notice to Management must also be in writing, and either delivered to Management office, or sent to Management by mail, properly addressed, postage prepaid.

#### **25.0 ABANDONMENT**

When the PHA has information and evidence that the unit is not being occupied by the Tenant household, the PHA shall reclaim the premises and proceed to declare the unit abandoned and lease terminated. Evidence of abandonment includes, but is not limited to, disconnected utilities, unsecured property, absence from the unit for over thirty (30) days without notifying management, absence of bedding and/or food preparation implements, reports from neighbors, and non payment of rent. Notice of Abandonment shall be posted in the unit. Failure to re-establish residency within five (5) calendar days of posting shall result in the unit being declared abandoned. Any remaining personal property on the premises shall be disposed of by management no sooner than ten (10) calendar days following the Declaration of Abandonment.

If the household does not reclaim the unit, the PHA will take possession.

If the household members leave personal belongings in the unit, the PHA shall not be responsible for any personal effects or property of those household members after the tenant vacates the unit or the unit has been declared abandoned. All personal effects and property remaining in the unit after the former tenant household has vacated or the unit declared abandoned shall be disposed of by Management. The PHA must first inventory the items and store them for 10 days. If the tenant household's members' personal belongings remain unclaimed by the former tenant household or an authorized representative of that household after 10 days, the PHA may dispose of the items as seen

fit. The PHA must keep a list of the disposed items noting the method of disposal. No benefit, monetary or otherwise, shall inure to the PHA, staff or employees as a result of such disposition.

## **26.0 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Public Housing Authority will return the security deposit or give the family a written statement of why all or part of the security deposit is being kept. The determination to return the deposit will be based on the following:

1. The tenant gave notice of intent to vacate as required by the lease;
2. There are no unpaid rent or other charges for which the tenant is liable under the lease or as a result of breaching the lease;
3. The apartment and all equipment are left clean and all trash and debris have been removed by the household;
4. There is no breakage or damage beyond that expected from normal wear and tear; and
5. There was proper notice of intent to vacate given to the Public Housing Authority under the lease and all keys issued have been returned to the Public Housing Authority when the household vacates the unit.

Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

## **27.0 GRIEVANCE PROCEDURE**

### ***27.1 PART I – CLIENTS OR DISPLACEDS***

The purpose of this grievance procedure is to set forth the requirements, standards and criteria established and implemented by the City of Tucson Community Services Department, the local Housing Authority (HA). All clients or displacees in the Community Services Housing Programs are afforded an opportunity for a hearing if they dispute an action or determination by the HA which adversely affects their rights, obligations, or status under any of the programs.

#### **A. Applicability**

This grievance procedure shall not be applicable to disputes between HA households; to disputes between members of a household not involving the HA; or to class grievances. It is also not intended as a forum for initiating or negotiating policy changes in the administration of the HA's assisted housing programs.

1. Public Housing: The grievance procedure outlined herein shall be applicable to all grievances concerning an individual's or household's initial examination, re-examination or tenancy, with the exceptions noted below:
  - a. In the event of a threat to the health or safety of a PHA employee or tenant

the Grievance Procedure is not available. The judicial proceeding to be used in this matter is a Forcible Entry and Detainer action (A.R.S. 12-1171 et. seq.). HUD has determined that this eviction procedure includes all the elements of basic due process as defined in 24 CFR 966.53 (c).

- b. Any drug-related criminal activity on or off such premises;
  - c. Nonpayment of rent (e.g., delinquency);
  - d. Discretionary administrative determinations by the HA or general policy issues or class grievances; or
  - e. Establishment of the utility allowance schedule.
2. Section 8 Certificate/Voucher Program: The grievance procedure outlined herein shall be applicable to all grievances concerning an individual's or household's initial examination, re-examination or tenancy, with the exceptions noted below:
- a. An HA determination not to approve a unit or lease;
  - b. An HA determination that an assisted unit is not in compliance with Housing Quality Standards (HQS). (Note: The HA must provide the opportunity for an Informal Hearing for a decision to terminate assistance for a breach of the HQS if caused by the family);
  - c. An HA determination that the unit is not in accordance with HQS because of the family size; or
  - d. A determination by the HA to exercise or not exercise any right or remedy against the owner under a HAP contract.
  - e. Discretionary administrative determinations by the HA or general policy issues or class grievances; or
  - f. Establishment of the utility allowance schedule.

## B. Definitions

- 1. Adverse Action: Any action taken by the HA relative to the Authorized Regulations or lease/contract which adversely affects a client's rights, duties, welfare or status.
- 2. Grievance: Any dispute that a client, displacee or authorized household member may have regarding:
  - a. HA action that adversely affects the client, displacee or one or more authorized household members which has no basis in the lease/contract or which was not done in accordance with the lease/contract; or
  - b. Failure by the HA to do something required by the lease/contract.

3. Grievant: Any adult client or authorized family member in any of the Community Services Housing Programs who presents a written grievance to the HA; or a displacee - a renter or owner-occupant who is involuntarily displaced as a direct result of the acquisition, demolition, or rehabilitation of a residential property.
4. Informal Conference: A meeting between the grievant and a designee of the HA to review the grievance.
5. Informal Hearing: A due process meeting between the grievant, a designee of the HA, and a Hearing Officer to review the grievance.
6. Hearing Officer: Any individual designated by the HA, other than the person who made or approved the decision under review or a subordinate of such a person. The Hearing Officer may not be involved in the day-to-day administration of the Housing Program action being grieved.
7. Due Process:
  - a. Grievant must be advised of the right to invoke the grievance process if the grievant does not agree with the decision of the HA. A request must be submitted within ten (10) working days of the date of the notice of adverse action being taken by the HA. In the event the client or displacee does not invoke the grievance process within ten (10) working days of the adverse action taken by the HA, the right to invoke such process shall be waived.
  - b. Grievants may be represented, at their own expense, by counsel or other representatives.
  - c. Discovery:
    - (1) By Grievant: Grievant and/or counsel must be given an opportunity to examine all relevant material in the tenant file. Evidence may be considered without following judicial procedures for rules of evidence. Grievants must be allowed to copy any such document at their own expense. If the HA does not make the document available for examination on request of the grievant, the HA may not rely on the document at the hearing.
    - (2) By HA: The HA must be given an opportunity to examine, at HA offices and at least 48 hours prior to the Informal Hearing, any grievant's documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA expense. If the grievant does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.
  - d. Grievant and/or counsel must be given an opportunity to present testimony and evidence in the grievant's favor.

- e. All adult members of the grievant's household may attend.
  - f. The decision of the Hearing Officer must be in writing, must be based solely on evidence provided at the hearing, must state the grounds for the decision; and must include the effective date of termination.
8. Public Housing: Except as set out in the Applicability section at the beginning of this document, if an Informal Hearing is requested based on an eviction or lease termination action by the HA, court action to recover the premises shall not commence prior to the time the Informal Hearing is held and the decision is rendered.

C. Grievance Process

- 1. Overview: The grievance process shall consist of three steps:
  - a. Requesting an Informal Conference with the HA;
  - b. Meeting with a designee of the HA in an Informal Conference; and
  - c. If the issue is still not resolved, an Informal Hearing may be requested.
- 2. Detail: The following paragraphs address items 1-3 above in greater detail.
  - a. Grievance Filing Procedure:
    - (1) Public Housing: Any grievance shall be presented in writing to the HA on forms supplied by the HA (Attachment A) and signed by the grievant, no later than ten (10) working days after the letter of adverse action was issued. The grievant may be any adult member of the household in question. The grievance may be simply stated but must specifically include: (1) nature of the grievance and grounds upon which it is based; and (2) the action or relief requested. A copy of the grievance shall be retained by the grievant and a copy filed with the HA. All grievances and copies shall be signed and dated at time of receipt by the HA. The HA shall respond to the grievant in writing within ten (10) working days from the date the grievance is filed.
    - (2) Section 8 and Community Development: A grievance may be requested by contacting the HA in person, by telephone, or in writing within ten (10) working days after the letter of adverse action was issued.
  - b. Informal Conference Procedure: All Community Svcs Housing Programs

Requests must be made within ten (10) working days of the action. The results of the Informal Conference shall be noted in writing, signed by the designee of the HA, and forwarded to the grievant within ten (10) working

days from the date of the Informal Conference.

c. Informal Hearing Procedure: All Community Services Housing Programs

In the event that the grievant is dissatisfied with the results of the Informal Conference, the grievant may request an Informal Hearing on the matter. This request must be made within ten (10) working days of grievant's receipt of the written results of the Informal Conference. The HA shall schedule the Informal Hearing to take place within a reasonable time from the date the hearing is requested.

When an Informal Hearing has been requested, the HA shall provide for the appointment of the Hearing Officer and expeditiously forward the grievant's file to the Hearing Officer.

At the Informal Hearing, the grievant must present evidence refuting the legality, accuracy, or propriety of the HA's action or inaction; and then state specifically the performance sought from the HA to remedy such action or inaction. The HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

The Hearing Officer shall require the HA, the grievant, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party, as appropriate.

An Informal Hearing may be continued by the Hearing Officer at the request of either the HA or grievant for good cause (e.g., illness or other unavoidable absence of the party or a witness) or by mutual agreement between the HA and the grievant. If the grievant does not request a continuance and does not appear at the hearing, the Hearing Officer may postpone the hearing for five (5) days or may determine that the grievant has waived the right to a hearing.

Grievant may be allowed a maximum of one rescheduling of a confirmed hearing date due to significant extenuating reasons (e.g., non-routine medical). Repeated "no shows" or rescheduling by the grievant will result in default action by the HA based on best available information.

D. Hearing Officer Decision

The decision of the Hearing Officer must be in writing and must be based solely on evidence, including testimony, records and other documents, citations or arguments provided at the hearing. Copies of the decision shall be provided to the HA and the grievant not later than ten (10) working days after the hearing. Nothing in this grievance procedure shall preclude grievants from exercising other rights.

The HA is not bound by the decision of the Hearing Officer if:

1. The decision exceeds the authority of the Hearing Officer; or

2. The decision is contrary to HUD regulations or requirements, HA regulations, or is otherwise contrary to Federal, State or local law.

Public Housing: A decision by the Hearing Officer in favor of the HA or which denies the relief requested by the client or displacee in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the client or displacee may have to a trial *do novo* or judicial review in any judicial proceedings which may thereafter be brought in the matter.

## 27.2 ***PART II - APPLICANTS***

The purpose of this grievance procedure is to set forth the requirements, standards and criteria established and implemented by the City of Tucson Community Services Department, the local Housing Authority (HA). All applicants in the Community Services Housing Programs are afforded an opportunity for an Informal Review if they dispute an action or determination by the HA which adversely affects their rights, obligations, or status with respect to the denial of assistance. The Definitions detailed in Part I of this procedure apply to Part II also.

### A. Applicability

1. The HA will provide an opportunity for an Informal Review regarding a decision denying assistance to an applicant, including a decision to:
  - a. Deny placement on the waiting list;
  - b. Eligibility Determination;
  - c. Deny issuance of a Certificate or Voucher;
  - d. Withdraw a Certificate or Voucher;
  - e. Refuse to process or provide assistance under portability; or
  - f. Deny a federal or local preference.
2. The HA is not required to provide an opportunity for an Informal Review for the following:
  - a. Review discretionary administrative determinations by the HA or consider general policy issues or class grievances;
  - b. Review the HA's determination of the unit size entered on the Certificate or Voucher under the occupancy standards;
  - c. Review the HA's determination that a unit selected by the applicant does not comply with the HA's HQS established by HUD;
  - d. Review the HA's determination not to grant approval of a unit and proposed

lease;

- e. Review the HA's determination that a unit is not in accordance with HQS because of family size and composition.
3. The HA shall give an applicant for participation prompt written notice of a decision denying assistance, including a decision to deny placement on the official waiting list; issuance of Certificate of Family Participation; or a decision to deny participation in the program. The notice shall also state that the applicant may request an Informal Conference to review the decision and shall describe how to obtain such a review.
4. The applicant must submit a written request for an Informal Conference within ten (10) working days of notification of the decision denying assistance.
5. If the request does not meet the criteria to be eligible for an Informal Conference, the applicant will be promptly notified in writing.
6. If the request meets the criteria to be eligible for review, an Informal Conference will be scheduled within ten working days of the date of the request.
7. The Informal Conference shall be conducted by any person or persons designated by the HA other than a person who made or approved the decision under review or a subordinate of such person.
8. At the Informal Conference, the applicant shall be given an opportunity to present written or oral objections to the HA's decision.
9. The person conducting the Informal Conference must provide written notice of the decision to the applicant, within ten (10) working days of the conference. The notice must include the reason(s) for the decision and shall be based on evidence provided at the Informal Conference.

### **27.3 GRIEVANCE FORM**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ZONE: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

What is your grievance about? What action do you request from us?

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Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**27.4 ANSWER TO GRIEVANCE**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you are not in agreement with this decision, you have ten (10) working days from the receipt of this answer to request an Informal Conference. This request must be made in writing.

**28.0 FAMILY SELF-SUFFICIENCY (FSS)**

**28.1 STATEMENT OF OVERALL ADMINISTRATIVE APPROACH**

The City of Tucson, Community Services Department, to further its goal to develop and effectively promote families, individuals and other households to move toward independent living and economic independence, has established a plan for the Family Self Sufficiency program. The program is designed to assist low-income households to achieve self-sufficiency by integrating low rent Housing Assistance with employment, training programs, and supportive services. Establishing savings, handling credit responsibly, credit repair and home ownership will be stressed and encouraged.

## **28.2 PROGRAM PROFILE**

The FSS program is comprised of clients of the Low Rent Public Housing Program and clients from the Section 8 Program. The program size is established at 100 Public Housing clients and 100 Section 8 clients.

## **28.3 COORDINATING COMMITTEE**

A Coordinating Committee has been established to bring together both public and private agency representatives in the community. The Coordinating Committee will plan, implement, monitor, and oversee the administration of the FSS program. The committee is comprised of PHA staff, Housing Participants, representatives from local agencies and organizations, such as the Department of Economic Security (DES), Information and Referral Services Inc., United Way, Pima Community College, Pima County Adult Education, La Frontera, and representatives from private business.

## **28.4 OUTREACH**

FSS will be made available as described in the Selection Process section of this Action Plan.

Outreach to current Section 8 & Low Rent Public Housing (LRPH) participants will be as follows:

Participants will be informed of the FSS program and given an opportunity to submit an application for the program.

## **28.5 INITIAL ELIGIBILITY FOR FSS PROGRAM**

Current participants selected for FSS must meet all of the eligibility criteria for Section 8/LRPH Assistance.

## **28.6 SELECTION PROCESS**

Separate waiting for Public housing applicants and Section 8 applicants will be maintained.

- A. Candidates who are current low rent public housing residents will be placed on an internal waiting list and selected according to date the application is received.
- B. Posadas Sentinel Units. New admissions to Posadas Sentinel units are required to participate in the FSS program and will be enrolled in the FSS program upon lease signing.
- C. Households not interested in the FSS Program may continue in their current program.
- D. The PHA may refuse FSS participation to households consisting of any members who owe money to the PHA (or any other PHA/IHA) in connection with public housing or Section 8 assistance.
- E. The PHA may require FSS applicants to comply with reasonable motivational tasks as an indication of the family's willingness to undertake the obligations which may be imposed by the FSS Contract. Such tasks may include attendance at FSS orientations or pre-selection interviews, making contacts with educational institutions or other appropriate entities, or providing necessary documentation. Assigned tasks will be readily accomplishable by the

family, based on educational level and disabilities, if any. Reasonable accommodations will be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities.

### **28.7 OCCUPANCY CRITERIA**

The Continued Occupancy Criteria indicated in this policy document will be applied to all FSS participants.

### **28.8 CONTRACT OF PARTICIPATION**

A household participating in the FSS Program must enter into a "Contract of Participation" which describes the supportive services the household members will receive during the period that the household participates in the FSS Program. If not precluded by disability, the head of the FSS household must agree to seek and retain employment. The contract also sets forth other responsibilities of the household under the Program, to include specific interim goals and final goals as well as conditions or causes for termination from the FSS Program. The initial contract is for a 5-year period, but may be extended up to 2 additional years due to circumstances beyond the household's control, such as serious illness, or involuntary loss of employment.

### **28.9 SUPPORTIVE SERVICES**

The case manager and Housing staff will perform the assessment of participant needs. Services provided will depend upon specific needs to achieve goals set for the participant in the FSS contract. Services may include the following:

- A. Child Care: TANF recipients may receive childcare services through the Department of Economic Security. FSS participants who are not DES recipients will be evaluated on a case by case basis to determine the need for childcare services. If needed, childcare services may be provided through private sources.
- B. Transportation: TANF recipients will receive transportation services via bus passes, etc. FSS participants who are not TANF recipients will be evaluated on a case by case basis to determine the need for transportation services. If needed, transportation services may be provided through private sources, and the City of Tucson's Transportation Department.
- C. Personal and Career Counseling: Counseling on various levels and topics will be provided through Department of Economic Security, Community Services Department (CSD), and other sources.
- D. Job Development and Placement: Job Development and Placement will be primarily coordinated with the Department of Economic Security, CSD, and other sources.
- E. Training, Other Activities and Services: Training, other activities and services will be primarily coordinated with the Department of Economic Security, CSD, and other sources.

### **28.10 MONITORING**

Monitoring of FSS participants will be coordinated by PHA staff. PHA staff will review progress and make any appropriate referrals for additional supportive services and/or counseling. Reports on the progress of all participants will be made to the Coordinating Committee on a regular basis. Participants will be monitored on a monthly basis and that monitoring will include client demographics, ethnicity, and racial data.

#### **28.11 ESCROW ACCOUNT**

The PHA shall establish an escrow account for the head of household, and make deposits to this account, in accordance with HUD requirements. The amount in the FSS account, in excess of any amount owed to the PHA by the household, shall be paid to the head of household when the Contract of Participation has been completed. The participating household may also be eligible to receive funds from this account if interim goals have been met. The PHA may, at its discretion, disburse a portion of these funds for purposes consistent with the Contract of Participation. Forfeiture of escrow funds will also be in accordance with the FSS contract.

#### **28.12 LRPB TERMINATION OF FSS CONTRACT**

If a participating household does not fulfill its obligations under the Contract of Participation, the PHA may withhold or terminate FSS supportive services. The PHA may terminate the FSS Contract for reasons specified in the Contract. Termination of the FSS Contract will result in the participating household's forfeiture of any escrow account funds.

#### **28.13 POSADAS SENTINEL FSS RESIDENTS – END OF CONTRACT TRANSFER**

A cooperative decision will be made for previous and upcoming graduates with their case manager to determine if the resident still requires housing assistance. If so, they will be placed on the Public Housing transfer list. These transfers will have priority on the list as directed by Section 19, Unit Transfers. A unit will not be offered during the first six months after graduation from the FSS program. After the six month period, as long as the household is in compliance with all housing

obligations, the resident will be contacted when an appropriate unit is available and they will receive three (3) business days to make a decision. If the resident accepts the unit, they will have 30 days to move at their own expense. If they refuse the unit offer, they must provide a 30 day notice of intent to vacate and move out.

*If a resident living at Posadas Sentinel is terminated for any reason from the FSS program, they must provide a 30 day notice of intent to vacate and move out. If the resident fails to move out within the specified time frame, the PHA will follow the termination process outlined in Section 24., Terminations.*

#### **28.14 GRIEVANCE PROCEDURE**

Policies for terminating participation and/or withholding supportive services to FSS participants shall be in accordance with established Public Housing grievance procedures.

## **29.0 HOMEOWNERSHIP (FSS) ACTION PLAN**

### **29.1 STATEMENT OF OVERALL ADMINISTRATIVE APPROACH**

The City of Tucson, Community Services Department, to further its goal to develop and effectively promote families, individuals and other households to move toward independent living and economic independence, has established a plan for home ownership (HO). The program is designed to assist low income households to achieve self sufficiency by integrating low rent Housing Assistance with supportive services and the ability to save money while enhancing credit worthiness.

### **29.2 PROGRAM PROFILE**

The program is limited to Low Rent Public Housing participants. (This program may or may not permit purchase of the unit currently occupied.)

### **29.3 OUTREACH**

Outreach to current Low Rent Public Housing (LRPH) participants will be as follows:

Participants will be informed of the HO program and given an opportunity to be considered for participation. Those responding will be invited to an informational session to further explain the HO program. Participants will then be required to declare, in writing, their interest in participating in the HO program.

### **29.4 SELECTION PROCESS**

HO candidates will be offered the program on a voluntary basis and required to sign a HO Contract of Participation. Participants will be selected in the following order:

- A. Current LRPH participants:
  - 1. Participants with income from employment.
  - 2. Non-employed participants who are enrolled in employment training programs
  - 3. Other participants of the low rent public housing program.
- B. Candidates who are current low rent public housing residents will be placed on an internal waiting list, arranged according to date of admission to the low rent public housing program. Selection from this list will be based upon seniority in the Low Rent Public Housing Program and anticipated success in the HO Program.
- C. Families not interested in the HO Program may continue in their current program.

### **29.5 CONTRACT OF PARTICIPATION**

A household participating in the HO Program must enter into a "Contract of Participation" which describes the supportive services the household will receive during the period that they participate in the HO Program. The head of the HO household must agree to seek and retain employment. The contract also sets forth other responsibilities of the household under the Program, to include specific

interim goals and final goals as well as conditions or causes for termination from the HO Program. The initial contract is for a 5-year period, but may be extended up to 2 additional years due to circumstances beyond the household's control, such as serious illness or involuntary loss of employment.

#### **29.6 SUPPORTIVE SERVICES**

The case manager and Housing staff will perform the assessment of participant needs. Services provided will depend upon specific needs to achieve goals set for the participant in the HO contract. Services may include the following:

- A. Credit Counseling
- B. Budgeting Counseling
- C. Home repair and Maintenance Counseling
- D. Other Services as Necessary

#### **29.7 MONITORING**

Monitoring of HO participants will be coordinated by PHA staff. PHA staff will review progress and make any appropriate referrals for additional supportive services and/or counseling. Participants will be monitored on a monthly basis; that monitoring will include client demographics, ethnicity, and racial data.

#### **29.8 ESCROW ACCOUNT**

The PHA shall establish an HO escrow account for the head of household, and make deposits to this account, in accordance with HUD requirements established under the Family Self Sufficiency Program (FSS). The amount in the HO account, in excess of any amount owed to the PHA by the household, shall be paid to the head of the household when the Contract of Participation has been completed to be used for home ownership purposes. The participating household may not receive funds from this account for purposes other than home ownership. The PHA may, at its discretion, disburse a portion of these funds for purposes consistent with the Contract of Participation. Forfeiture of escrow funds will also be in accordance with the HO contract.

#### **29.9 TERMINATION OF HO CONTRACT**

If a participating household does not fulfill its obligations under the Contract of Participation, the PHA may withhold or terminate HO supportive services. The PHA may terminate the HO Contract for reasons specified in the Contract. Termination of the HO Contract will result in the participating household's forfeiture of any escrow account funds.

The PHA may refuse HO participation to households who owe money to the PHA (or any other PHA/IHA) in connection with Section 8 or public housing assistance.

#### **29.10 GRIEVANCE PROCEDURE**

Policies for terminating assistance and/or withholding supportive services to FSS participants, shall be in accordance with established Public Housing grievance procedures.

## 30.0 HOUSEKEEPING STANDARDS

Occupants of a City owned housing unit have the same responsibilities as those expected of tenants in the private sector, such as routine cleanliness, maintenance, servicing the living unit and immediate grounds area, and care of public housing-owned equipment and appliances. By assuming “tenant duties”, you play an important part in holding maintenance costs at an acceptable level. With this in mind, it is particularly desirable that a cooperative relationship exists between you and our maintenance technicians. Your understanding and cooperation is solicited.

As a tenant household of public housing, there are minimum housekeeping standards which must be maintained to ensure a safe and attractive dwelling unit. The following standards represent the most common examples, but the listing is not all-inclusive. If you have any questions regarding the proper care or use of an appliance or of your unit, please call the Zone Manager’s Office directly.

### 30.1 CARE OF INTERIOR

- A. KITCHEN: The kitchen requires periodic cleaning more frequently than other rooms in your home. Accumulations of grease should be removed from exhaust vents/fans, ovens, and other cooking surfaces to prevent clogging and possible fire hazards. Kitchen walls and cabinets should be washed as needed to prevent excessive grease buildup and discoloration. Ranges and refrigerators should be moved and areas behind and beneath these appliances should be cleaned as needed. (Note: Please use care in moving ranges so as not to disconnect gas lines.) All food storage areas should be cleaned frequently to prevent attracting insects and other household pests. Avoid placing hot utensils on counter tops as this can cause permanent damage. Use only regular shelf paper in drawers and cupboards. The use of adhesive backed paper will damage the surface when removed.
- B. RANGES: To maintain a kitchen range in top serviceable condition, the following practices should be followed: clean top and burners daily to keep range free of crumbs, burnt grease, drippings, etc. Unplug the range before cleaning interior areas. Clean exterior of the range by washing with a detergent suds or any commercial type all-purpose cleaner and a soft cloth or sponge. EXCEPTION: If you have a gas range, do not use a powdered cleanser to clean the burners as it will clog the burner orifices. Instead, remove the burners from the range and soak them in warm water and dishwashing soap (or a degreasing cleaner) for 15-20 minutes. Scrub the burners with a stiff brush in hot suds. A pipe cleaner injected into flame outlets will remove any deposits collected there. Foreign material collected in burner throat may be cleaned with a narrow brush. Also, do not, under any circumstances, use a water hose to clean your kitchen range as the occupant will be responsible for repair or replacement of the unit in the event of damage. Clean the drip pans under burners and inside of oven weekly, using a good brand of household grease solvent if necessary. Ranges are not to be used for any purpose, except cooking.
- C. REFRIGERATORS: Defrosting -- extreme caution must be used. Do not, under any circumstances, use a sharp pointed object such as a knife or ice pick to dislodge ice or frost from the freezing unit. Occupants will be responsible for repair or replacement of the unit in the event of damage. Defrosting is best accomplished by placing pans of partially filled warm water inside the freezing compartment, after turning the control knob to OFF or DEFROST. Remove food items, wrapping frozen items in newspaper and remove ice trays. The interior and exterior should be cleaned as required with mild detergent and lukewarm

water. Soda water (one tablespoon baking soda to one quart of water), which aids in removing odors, can also be used. Periodic vacuuming underneath the refrigerator is a MUST to permit free air circulation. At least every 30 days the motor and condensing unit under the refrigerator should be cleaned. Remove all lint, dust, and litter with a brush and wipe off all exposed parts with a dry rag. Be sure that air spaces in the condensing units are clean to permit air to move freely. Do not overstock your freezer compartment, as this will cause your unit to fail to deliver refrigerated air. For best results, load your freezer so that there is space for air to circulate. When putting ice trays or other liquid item to freeze, use care to avoid spills as the fan may freeze up without direct air circulation. It is also important to keep the door gaskets clean using a mild detergent. Avoid leaning or hanging on the doors when open, as this can cause your door to become off-center and cause less efficient cooling. (Caution: Unplug the refrigerator before cleaning underneath.)

D. GARBAGE DISPOSALS: Garbage disposals are designed to grind food waste materials such as rinds, peelings, leafy vegetables, etc. small enough to be washed down the drain. Take time to instruct all family members and guests on the proper use of the disposal and kitchen drain area. If you do not have a disposal, nothing solid should be put down the drain. (Reminder: A garbage disposal is a special appliance. Take extra care to keep it working. It will not be replaced.) To get the best use from your disposal, the following tips are provided:

- 1.
2. Do not pour grease into the disposal.
3. Do not put celery, chicken skin, corn husks, banana peels, animal fat or lard, potato peels or rice down the disposal because it will bind the unit or may clog the unit making it inoperable.
4. Run water while operating and for 30 seconds longer after waste has been ground up.
5. Never put lye or other harsh chemicals into the disposal units. Drain pipe cleaners of these agents cause serious corrosion of the alloy parts and the resulting damage can be easily detected.
6. If the unit becomes overloaded, it will cease to operate; if this happens, push the red reset button on the underside of the motor. If the disposal still fails to operate, call the Zone Office.
7. Never stick your hand inside the disposal while the switch is on in an attempt to dislodge food particles. The unit has a series of sharp cutting edges and the result can be disastrous to the individual's hand. Be especially watchful to insure that bottle caps, tableware, broken glass, china, sponges, or rags do not fall into the disposal unit. Caution: If the unit jams, the electric switch should be turned to the "off" position or the unit unplugged and an attempt made to free the unit. When the unit seems to move freely, the object causing the jam should be removed. All tools should be removed to a safe location before attempting to restart the unit. If the unit fails to operate even after you have pressed the reset button, call the Zone Office.

E. DISHWASHERS: The outside surface of the dishwasher should be cleaned with warm water and mild non-abrasive soap. Food scraps should be removed and dishwashers loaded so objects will not fall or come in contact with the impeller. Only the recommended amount of dishwashing detergent should be used. If the unit fails to operate, please call the Zone Office. **DO NOT OVERLOAD THE DISHWASHER.** Dishwashers will not be replaced.

F. BATHROOMS: Mildew is the main problem in maintaining your bathroom(s). Exhaust

fans should not be disconnected and need to be reported when not working. A non-abrasive household disinfectant such as Lysol should be used on commodes, sinks, bathtubs, and medicine cabinets, as well as on tile walls and floors. Shower curtains should be left fully extended when wet. Tenant needs to call the Zone Office when the tub/shower needs new caulking or faucets start leaking. Remove hair and lint from drains and stoppers.

- G. COMMODOES: Toilet bowls must never be used for disposal of leftover kitchen waste, grease, paper towels, disposable diapers, sanitary napkins, condoms, hair, etc. These items WILL clog your plumbing, and you will be liable for charges should you or your household be responsible. In the case of a plumbing stop-up, try using a “Plumber’s Friend” (plunger); if this fails, call the Zone Office. Do not use drop-in sanitizing tablets for toilets, as these tablets produce a gel-like substance which clogs the holes in the swirl ring and impedes the flushing action of the toilets. Use caution with hanging deodorizers. Replace it before the deodorizer vanishes and the hanger goes down the drain. These cause unnecessary service calls for repairs.
- H. TUBS, SINKS AND SHOWERS: Fiberglass tubs, sinks and showers should only be cleaned with a non-abrasive type cleaner. For water stains in the shower, spray shower wall with glass cleaner or wipe down with sponge dipped in liquid cleaner, then wipe dry.
- I. FLOOR AND CARPET CARE AND CLEANING: Clean all floors with an all-purpose floor cleaner. Special attention should be given to kitchen floors around cupboards, ranges and refrigerators to prevent stains and marring. Care must be exercised in cleaning to prevent excessive amounts of water from penetrating the tile joints as the floor adhesive will dissolve and loosen the tile. Pay special attention to corners and baseboards for dirt buildup. Re-wax with a self-polishing wax (i.e., shiny but not slippery). Carpets should be cleaned at least annually or more often if needed.
- J. WALLS, CEILINGS AND WOODWORK: Moderate washing of painted door facings is recommended to remove light scuff marks, stains and fingerprints using lukewarm water and mild detergent.
- K. WINDOW SCREENS: Always be careful when cleaning screens. Use a vacuum cleaner or a soft hairbrush to clean them. A fine spray from a hose will also work. Reminder: screen repair and/or replacement is a resident responsibility.
- L. DOORS: Keep doors clean of scuff marks, stains, graffiti and dirt. Generally, a sponge, detergent and warm water should provide sufficient cleaning power to restore the doors to the condition they were at the time of your occupancy.
- M. WINDOWS AND WINDOW COVERINGS: Broken windows are the tenant’s responsibility. Installation should be accomplished by a skilled service person. See the Yellow Pages. If window coverings are installed by the tenant, generally accepted window coverings are to be used including curtains, drapes, blinds and shutters. Unacceptable coverings include newspapers, aluminum foil, plastic sheeting, bed sheets and blankets.
- N. COOLERS: Occupants are responsible for monitoring their coolers for leaks and proper operation. If the cooler fails to provide sufficient cooling air, check and see if water is flowing down the pads and whether the motor is running. . For best cooling results, ensure

that a window is partially open (6 inches) in the house to allow better cooling circulation. If you do not wish to leave your windows open due to security, open the door for the heater; this will allow for proper venting. Remember: If it is humid outside, it is normal to experience less cooling air flow. If you still have a problem, please call the Zone Office, as routine maintenance of the coolers will be done by Zone Office technicians. **Do not take the cooler apart, nor attempt to do maintenance or make repairs yourself**, as you will be charged for any subsequent repair needed as a result of your actions. Do not leave cooler on or window open when you are not there.

- O. AIR CONDITIONING/HEATING AIR FILTERS (As Applicable): Occupants are responsible for checking and changing air conditioning and heating air filters. Dirty filters can cause damage to the air conditioning and heating system. A service charge will be assessed whenever repairs are the result of dirty filters. Caution: Costs could be substantial. Here are some tips we ask all occupants to use:
1. Keep filter and return duct area clean
  2. Check and change filters each month. Where applicable, Dura-Last filters (wire rack type) must be cleaned and reused by resident.
  3. Keep inside furnace room clean; do not use as storage room.
  4. Do not put anything on top of outside condensing unit.
  5. Keep children away from the condensing unit.
  6. Keep doors and windows to your house closed when the air conditioner/heating unit is on.
  7. Report all problems or damage to the unit to the Zone Office.
  8. To avoid fire damage, do not store objects in the furnace room.
- P. WATER HEATERS: To avoid fire damage, **DO NOT STORE ANY MATERIALS OR OBJECTS IN THE VICINITY OF THE WATER HEATER**. Also, keep the area clean. Please call the Zone Office for assistance if leaks are noticed in the area of the water heater.
- Q. EXHAUST FANS, VENTS AND REGISTERS: Periodically check and clean registers, filters and louvers from dirt and grease. Oil and adjust after cleaning.
- R. WASHING MACHINES (As Applicable) Tenant owned washing machines are the responsibility of the tenant and no maintenance will be provided by Management: Be careful using laundry products so as not to spill them on the exterior surface of any washing machine. Do no spray pre-wash soil and stain removes onto garments on top of the washer for they can corrode painted and plastic parts such as the control panel. Periodically check hoses to verify they are not bent or kinked.
- S. DRYERS (As Applicable) Tenant owned dryers are the responsibility of the tenant and no maintenance will be provided by Management: Be careful using laundry products so as not to spill them on the exterior surface of any dryer. Do no spray pre-wash soil and stain removes onto garments on top of the dryer for they can corrode painted and plastic parts such as the control panel. Clean the lint filter after each load. If the load is very linty (towel, blankets, etc.) clean the filter part way through the drying cycle. Check labels on garments and other textile items and never dry with heat, those items, which warn against such drying as a fire may start. Check load before drying to remove any items which could soften with

heat and stain clothes and/or dryer. If a dryer is moved for any reason, make sure the vent is reattached properly.

### **30.2 CARE OF EXTERIOR**

- A. **GROUND CARE:** Occupants are responsible for maintenance and care of their yard outside their dwelling. Ask the Zone Office to show you those areas for which you are responsible. Proper care requires that the area be clean and litter free, no pet droppings, no weeds, no holes or excavations, and no unauthorized structures. Remember when common area space is shared, so are responsibilities. Common areas need to be cared for by ALL residents.
  
- B. **INOPERATIVE VEHICLES:** No inoperative, unregistered, uninsured, or junk vehicle shall be parked or stored on City Property except in total compliance with City Code Section 16-5. Nor shall any trailers, boats or other such vehicles be parked or stored on City Property. Failure to comply will result in such vehicles being cited. If the inoperative vehicle is not either (1) removed from the premises, or (2) restored to an operative condition within 48 hours of the citation, it shall be towed away at vehicle owners (if known) or tenant's expense. On site maintenance and repair of vehicles is prohibited, to include adjacent public property. However, vehicles must be maintained in an operable condition. Any damages to the property as a result of leaking vehicular fluids will be assessed to tenant, and may result in the revocation of on site parking privileges. Repeated failure to comply with this requirement will result in Lease termination and eviction.
  
- C. **STORAGE:** No additional storage sheds shall be allowed without prior written permission of Management. No storage of household or personal property outside of the unit shall be allowed without prior written permission of Management.

### **31.0 MISREPRESENTATION**

#### **31.1 NOTIFICATION OF MISREPRESENTATION**

The tenant household shall be notified in writing if the Housing Division finds evidence that any adult member of that household has misrepresented facts affecting the household's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, lease termination, eviction action, and/or criminal prosecution.

#### **31.2 FALSE STATEMENTS**

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

#### **31.3 FRAUD**

If there is a determination that the family's false reporting was due to an unintentional error, Management will make its determinations retroactive to the date that the correct information was available and note all affected documents accordingly. The family will be notified of any such determinations and advised of their right to an informal settlement meeting and/or grievance hearing.

If there is a determination that the family knowingly provided false information, Management will make a determination of fraudulent activity by the family and take action(s) necessary to terminate the tenancy of the family.

#### A. Investigating Improper and Inaccurate Information for Certification/Recertification Purposes

1. If Management suspects the tenant and/or any adult household member has inaccurately supplied or deliberately misrepresented information affecting rent and/or eligibility, designated staff will conduct an investigation and document tenant's statements and conflicting information.

To investigate questionable information Management may:

- a. Confront the tenant with the tenant's information and any conflicting information;
  - b. Obtain additional information from other persons or agencies; or
  - c. Take other actions to verify either the tenant's information or the conflicting information.
2. If staff efforts conclude that tenant supplied incorrect information, Management must:
    - a. Document findings in writing;
    - b. Notify the tenant in writing of the error, identifying what information is believed to be incorrect;
    - c. Provide the tenant with an opportunity, within 10 calendar days, to file a grievance as outlined in the Grievance Procedure.
    - d. Inform tenant that failure to do so may result in termination of tenancy.
  3. If the tenant responds and provides documentation to Management that the tenant's submissions were correct, staff will document the correction accordingly and close the investigation.
  4. If Management determines that the tenant has not provided adequate documentation, and there are objective grounds for suspecting fraud by the tenant, the designated staff must evaluate the circumstances and documentation behind the action(s) in order to determine the most appropriate course of action.

## B. Identification of Fraud

Tenant violations can be programmatic or criminal in nature.

A program violation occurs when the tenant by action or inaction breaches a lease, regulation or other program requirement. Tenant errors may occur because tenants misunderstand or forget rules.

Staff must be careful when making a determination of “fraud” as fraud has a legal definition and is usually determined as the result of a legal proceeding.

Fraud is deceit or trickery deliberately practiced in order to gain some advantage dishonestly. Fraud is intentional deception; it cannot be committed accidentally.

Fraud can be handled as a civil and/or criminal violation. Fraud can be handled civilly by using it as grounds for termination of tenancy, as providing false information constitutes material non-compliance with the lease.

Fraud is handled criminally when a local or Federal prosecutor decides to prosecute the tenant for violation of State or Federal law. To convict the tenant, the prosecutor must show the court that the case contains all the elements of criminal fraud.

## C. Taking Action for Fraud

If Management is using fraud for the basis of an action, then the file must contain documents that show the following.

1. Tenant was made aware of program requirements and prohibitions (this can be evidenced by tenant signatures on all required forms);
2. Tenant violated the law by intentionally misstating or withholding some material information (strongest proof is an admission by the tenant).
3. Fraudulent intent can be demonstrated by evidence that:
  - a. the act was done repeatedly;
  - b. there was a prior determination of fraudulent intent or conviction;
  - c. false names or Social Security numbers were used;
  - d. tenant falsified, forged or altered documents;
  - e. tenant omitted material facts which were known to the tenant (at time of interview or certification);

f. admission to others of the illegal actions or omissions.

If intentional misstatement or withholding of information cannot be substantiated through the Department's documentation, Management will treat the case as an unintentional program violation.

When fraud, by legal definition, is present, the authorized course of action for Management to take is termination of tenancy.

When a tenant is evicted for material non-compliance with the lease for submitting false information, incomplete or inaccurate information on household income or family composition required for certification or recertification, the Department may file a civil action against the tenant to recover improper rent payments, and the Department may pursue prosecution as a criminal violation.

#### D. Correcting Errors

Program violations that do not meet the elements of "fraud" must be treated as errors.

Before any action can be taken, Management must allow the tenant the opportunity to review the facts pertaining to the case and to respond, consistent with the terms of the grievance procedure.

The tenant has the time period prescribed in the grievance procedure in which to respond Management's allegations before any action can be taken.

Management is not to terminate tenancy until all applicable provisions of the grievance procedure and the prescribed timeframes have been exhausted.

Managers are to correct tenant rent payments, consider execution of repayment agreements with tenants, and if necessary, file a civil action.

Terminations for an error can only be undertaken if the tenant refuses to make the new monthly rent payments or the tenant refuses to repay any rent.

## 32.0 GUESTS

Tenant households will be allowed to have one guest (guest unit) up to two weeks (14 cumulative days) per year coinciding with the lease term. (A guest unit is defined as a family, or one or more persons traveling together. Additional guests/guest units may visit throughout the year, provided any individual guest's or guest unit's stay totals no more than 14 cumulative days per annum coinciding with the lease term. Any deviation from the above cited maximum allowable visit days per guest unit per year must be requested and expressly approved by written PHA permission prior to the expiration of the guest unit's two-week visit allowance. Two weeks shall be defined as 14 calendars days per annum coinciding with the lease term; these days need not be consecutive in order to count against the maximum allowable stay.

Upon penalty of lease termination, Tenant agrees not to assign the lease, not to sublet or transfer

possession of the premises, and not to give accommodation to boarders or lodgers, whether paying or not. And Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as the Tenant's sole residence and private dwelling unit used only for the Tenant's family or household as defined in the Lease and Occupancy

### **33.0 REVISION OF OCCUPANCY POLICY**

#### **33.1 MODIFICATION**

This document may be modified by the PHA provided that the PHA shall give at least 30-day written notice to each affected household setting forth the proposed modification, the reasons therefore, and providing members of all affected households' an opportunity to present written comments which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be:

- A. Delivered directly or mailed to each unit; or
- B. Posted in a conspicuous place at the project offices and at the central business location.

#### **33.2 REVISION OF OCCUPANCY POLICY**

(REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION)

The provisions of this plan are based upon local, state and Federal law and regulation. Should any applicable law or regulation change, this plan will be deemed to be automatically revised. To the extent that the change is mandatory (i.e., allowing no Housing Division discretion), the text of the plan shall be revised without requirement for administrative processing. By approving this provision, the Board understands that they are approving future automatic revisions responding to mandatory regulatory changes. The Board will be made aware of such changes.

### **34.0 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.")

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

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

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

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

deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

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

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

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

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

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

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

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

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

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

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

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

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age;

two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

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

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

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

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

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

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

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

**Family Self-Sufficiency Program (FSS Program):** The program established by a 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. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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

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

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

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

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

**Imputed Income:** 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.

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

**Interim (examination):** A 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.

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

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

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

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

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

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in

a United States territory or possession. (24 CFR 5.504(b))

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

**Net Family Assets:**

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

**Non-Citizen:** A person who is neither a citizen nor 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.

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

**Pro-ration 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 CFR5.520)

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

**Re-certification:** The annual 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.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income,

expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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

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

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

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

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

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

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

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

amount resulting from one application of the percentage.

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

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

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

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

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that 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
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

**Appendix I**

**Income Limits and Deconcentration Worksheet**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**% Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families Appendix 2**

**Addendum to Admissions and Continued Occupancy Policy (ACOP)  
Affirmatively Furthering Fair Housing  
In the Public Housing Program**

1. FSS Coordinator Position

Currently the FSS Coordinator position is filled. In the future, as recruitment is necessary, Community Services Department (CSD) will work with the City of Tucson Human Resources Department and the Office of Equal Opportunity Programs to fill the position. The Office of Equal Opportunity Programs enforces laws that are consistent with Federal equal opportunity regulations, practices, policies and City ordinances. It is the goal of the City of Tucson to ensure fair and equitable employment opportunities that prohibit discrimination, reprisal against and adverse impact on employees and applicants.

City of Tucson Human Resource Department is responsible for maintaining applicant records.

2. Marketing Program to all eligible persons, including persons with disabilities and persons with limited English proficiency.

FSS Program – Program is offered to all participants of CSD’s Public Housing program through various methods: Widely distributed program brochures, information in published newsletters, referral at intake, and referral by case managers.

Public Housing Program – As stated in section 4.0 of the Admissions and Continued Occupancy Policy (ACOP), the Public Housing program is publicized in a newspaper of general circulation, minority media, and by other suitable means. Contact is made with news media and community service personnel, fact sheets are provided to broadcast media and public service announcements are utilized. Status of program availability, eligibility factors and guidelines are communicated to the network of service providers in the community.

Reasonable Accommodation – As stated in section 2.0 of the ACOP, reasonable accommodations are granted to persons with disabilities in order to make programs and services fully accessible to them. The PHA ensures that all applicants/tenants are aware of the opportunity to request reasonable accommodations. A “Request for Reasonable Accommodation” form is provided to all applicants and tenants upon request. Requests are made in writing, or by other equally effective means of communication. (All requests will be reduced to writing.) Verification in support of the requested accommodation from a physician, licensed health professional, professional representing a social service agency, disability agency or clinic may be requested. The decision of the PHA regarding the request to grant or deny the request will be in writing within 30 business days of receipt of the request. If the request is denied, the PHA will include the reason(s) in the written decision, and provide information regarding the PHA’s HUD-approved Grievance Procedure. The City’s ADA/504 Coordinator will serve as the hearing officer for grievances of this type.

Limited English Proficiency – Covered in section 3.0 of the ACOP, the PHA will utilize bilingual (Spanish/English) staff or access people who speak languages other than English when assisting clients of limited English proficiency. The City has contracted vendors that provide interpreting services in a wide variety of languages, as well as services for hearing and vision related services. A city-wide policy is currently being developed to address Limited English Proficiency issues. CSD has also developed an in-house policy, which is in compliance with Federal and City requirements, which has been incorporated into the ACOP.

3. Making buildings and communications that facilitate applications and services delivery accessible to persons with disabilities.

Buildings – Offices and buildings that facilitate applications and service delivery for Public Housing and FSS programs meet ADA requirements for accessibility.

Communications – For persons with hearing impairment, a TTY line is available and the TTY number is published on all written correspondence. Sign language interpreters are also available through contracted vendors upon request.

An Applications Information phone line available to all persons provides a recorded message which includes information on how to obtain an application for housing assistance, the methods by which applications are accepted, when and which types of applications are currently being accepted, locations and hours of operation for housing offices. The recording also provides instructions to access information on-line.

The website includes information on requesting reasonable accommodations due to disability and the appeal/grievance process.

The PHA provides Federal/State/local information to applicants and tenants on discrimination and recourse available. Information is available with applications, and all applicable Fair Housing Information and Discrimination Complaint Forms are available at the PHA office. All written information and advertisements contain the appropriate Equal Opportunity language and logo.

The following notices are posted for public viewing in the lobby of all Public Housing offices:

1. Statement of Policies and Procedures governing Admission and Continued Occupancy
2. Notice of status of the waiting list (open or closed)
3. Address, hours of operation, telephone and TDD numbers of local PHA offices
4. Income limits for admission
5. Utility allowance schedule
6. Current routine maintenance charges
7. Dwelling lease
8. Grievance procedure
9. Fair housing poster
10. Equal opportunity in employment poster.

4. Providing fair housing counseling services or referrals to fair housing agencies.

As stated in the Analysis of Impediments, in order to enhance fair housing training and communication the Southwest Fair Housing Council (SWFHC) develops and implements fair housing training for Community Services staff. A wide array of literature on fair housing is available throughout City and County offices, business and other distribution points. Records are kept of type of literature, distribution points, and approximate number distributed. Fair housing information is disseminated at events such as housing fairs, fair housing month celebrations, an Affordable Housing Conference, poster contests for youth, and various other events through community organizations. An annual community survey will be conducted to monitor changes in fair housing concerns and knowledge.

5. Informing participants on how to file a fair housing complaint, including providing the toll-free

number for the Housing Discrimination Hotline: 1-800-669-9777

The Fair Housing poster is posted in the lobbies of all Public Housing offices. This poster lists the Housing Discrimination Hotline number listed above.

At initial intake and at each interim or annual recertification, phone, Fax and TTY numbers for the Fair Housing and Equal Opportunity office are provided in writing on the Applicant/Tenant Certification, which is signed by the resident.

Section 1.0 of the ACOP outlines the PHA's policy to fully comply with non-discrimination laws, the Americans with Disabilities Act, and federal regulations governing fair housing and equal opportunity. The PHA will assist any family that believes they have suffered illegal discrimination by providing the housing discrimination form, assisting them with completing the form, if requested, and providing them with contact information to file a discrimination complaint with the nearest HUD office.

6. Homeownership program goal – recruiting landlords and service providers in areas that expand housing choice to program participants.

Homeownership is an optional goal for our FSS participant families. We work with each participant individually to help them determine if homeownership is right for them. We have teamed up with Family Housing Resources, Inc. (FHR) and refer participants who are pursuing homeownership to them. FHR assists the participant in areas of credit repair, homebuyer education and homebuyer counseling. FHR also assists the participant in working through the steps of obtaining financing, ensuring that the financing is appropriate and affordable, working with a realtor, locating a home, and getting through the closing. In addition, FHR administers the City of Tucson's American Dream Down payment Initiative (ADDI) funding, and is able to access other match funding sources that help the participant with down payment assistance.

Record Keeping - Race, ethnicity, familial status and disability status are kept on all program applicants and participants, and reported electronically to HUD.

Attendance, date, time, location and topics of meetings and presentations are recorded through sign-in sheets, agendas and materials distributed.

Grievances or discrimination complaints are recorded and tracked through the request forms, appointment letters, written decisions and other written correspondence.

