

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

**ADOPTED
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the North Andover 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 North Andover Housing Authority (hereinafter to be NAHA) to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The NAHA shall affirmatively further fair housing in the administration of its public housing program.

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

To further its commitment to full compliance with applicable Civil Rights laws, the NAHA 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 NAHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

2.0 REASONABLE ACCOMMODATION

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

2.1 *COMMUNICATION*

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

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

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

2.2 *QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION*

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

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

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

B. **Is the requested accommodation related to the disability?** If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the NAHA will obtain documentation that the requested accommodation is needed due to the disability. The NAHA will not inquire as to the nature of the disability.

C. **Is the requested accommodation reasonable?** In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The NAHA's business is housing. If the request would alter the fundamental business that the NAHA conducts, that would not be reasonable. For instance, the NAHA would deny a request to have the NAHA do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the NAHA may request a meeting with the individual to investigate and consider equally effective alternatives.

The NAHA retains the right to be shown how the requested accommodation enables the individual to access or use the NAHA's programs or services.

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

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

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

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

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The NAHA will endeavor to have bilingual staff or access to people who speak languages other than English.

4.0 FAMILY OUTREACH

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

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

5.0 RIGHT TO PRIVACY

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

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

6.0 REQUIRED POSTINGS

The NAHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, office hours, telephone numbers and TDD number
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current NAHA Notices

7.0 TAKING APPLICATIONS

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

North Andover Housing Authority
One Morkeski Meadows
North Andover, MA 01845

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

Completed applications will be accepted for all applicants and the NAHA will verify the information.

Applications may be made in person during office hours, Monday through Thursday 8:00-4:15, Friday 8:00-12:00 noon. Applications will also be mailed to interested families upon request.

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

Applications submitted by facsimile will **not** be accepted.

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

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide 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 NAHA will make a preliminary determination of eligibility. The NAHA 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 NAHA 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.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The NAHA will annotate the applicant's file 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 NAHA will ensure that verification of all preferences, eligibility, suitability and selection

factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are 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 NAHA 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 *of at least nine (9) months*.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. **An elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. **A near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

- 1. To be eligible for public housing, an applicant must have an annual income that is no more than the “Lower Income” limit for the jurisdiction. The Lower Income limit is set at 80 percent of area median income, adjusted for smaller and larger families. HUD publishes the income limits in the Federal Register and on the Internet at www.huduser.org.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the NAHA.
4. If the NAHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The NAHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
7. If there are no eligible families on the waiting list and the NAHA has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the noncitizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

- d. Owners and agents are required to collect verification of the information provided on the Family Summary and Citizenship Declaration for those programs requiring citizenship eligibility.

D. Social Security Number Documentation

To be eligible, all household members are required to provide a valid and accurate Social Security Number, regardless of their age.

E. Signing Consent Forms

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

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The NAHA 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, NAHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- B. The NAHA 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 NAHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The NAHA will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members for the last five (5) year period. Applicants without five (5) years of rental history will be deemed ineligible unless they meet one of the following conditions:
 - a. They are an elderly/disabled household with a favorable credit history and can provide three (3) professional references.
 - b. They have some prior rental history within the most recent five (5) year period, all of which is favorable, have a favorable credit history and provide three (3) professional references.
 - c. They have been continuously employed for at least one (1) year, have a favorable credit history and provide three (3) professional references.

- d. They have a stable income source for at least one (1) year, have completed, or been continuously enrolled for at least one (1) year, in an accredited post-secondary or job-training program, have a favorable credit history and provide three (3) professional references.
- e. They have been head of household participants in good standing under the Public Housing, Section 8, MRVP or AHVP programs for at least one (1) year.

A credit history shall be deemed as favorable if the applicant has a credit report indicating that they have established credit that has been paid in a timely manner for at least one year. If the applicant can document that they were paying at least 50% of their gross monthly income toward rent and utilities and that a concerted effort was made to make some payments on all accounts, they shall be deemed to have a favorable credit history. Households without established credit may submit verification, acceptable to the NAHA, that they have met at least three (3) on-going financial obligations.

- 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 five (5) years. Where the individual has lived outside the local area, the NAHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
 - 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
 - 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
- D. In the event of the receipt of unfavorable information with respect to an application, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and financial prospects.

The above provision notwithstanding, the NAHA will not admit any household, or family member, to its public housing program who has been convicted of a

misdemeanor within the past three (3) years, or convicted of a felony within the past ten (10) years, if such crime would have been likely to interfere with other tenants in such a manner as to diminish the enjoyment of their premises/common areas by adversely affecting their health, safety, welfare or physical environment if such crime had occurred on NAHA property, or such crime would have been a violation of the Federal Public Housing lease if the household, or household member, had been a public housing resident.

8.4 GROUNDNS FOR DENIAL

The NAHA 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, or open charge 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 three (3) 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 (5) 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. Have a history of 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 NAHA may waive this requirement if:
 - 1. The person demonstrates to the NAHA'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;
 - 4. Is participating in a supervised drug or alcohol rehabilitation program; or
 - 5. Sufficient time has elapsed to indicate a reasonable probability that such behavior will not be repeated.
- M. Have engaged in or threatened abusive or violent behavior towards any NAHA staff member or resident;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 *INFORMAL REVIEW*

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

The informal review may be conducted by any person designated by the NAHA, 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 NAHA'S decision. The NAHA must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

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

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

9.0 MANAGING THE WAITING LIST

9.1 *OPENING AND CLOSING THE WAITING LIST*

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

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 *ORGANIZATION OF THE WAITING LIST*

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

- C. Any contact between the NAHA and the applicant will be documented in the applicant file.

9.3 *FAMILIES NEARING THE TOP OF THE WAITING LIST*

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The NAHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

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

9.4 *PURGING THE WAITING LIST*

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

9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

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

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

9.6 *MISSED APPOINTMENTS*

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

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

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the NAHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The NAHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the NAHA will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PRIORITIES/PREFERENCES

PREFERENCE-LOCAL RESIDENT

A Local Resident is defined as a person who, at the time of application and at the time the NAHA updates his/her application for final eligibility and tenant suitability, lives or works in North Andover.

This does not include people who are living temporarily with friends/relatives or in a local homeless shelter unless his/her last residence was in North Andover.

An applicant may at any time, attempt to qualify for a preference or a priority. If an applicant, after applying is later qualified for a preference or priority, the applicant will be issued a new control number and placed on the waiting list according to the date the applicant qualifies for the preference or priority.

Upon applying for a priority status, an applicant must provide the NAHA with the necessary verifications and certifications. When the applicant is asked to update its application prior to receiving assistance the applicant must submit current verification demonstrating the continuing need for a priority or preference. If, during the update the housing authority finds that the applicant no longer qualifies for a priority or a preference, the applicant will remain on the waiting list according to the applicant's original date of application without a priority.

NAHA will notify all applicants that are not qualified for a priority or preference in writing and will be offered an informal review of the decision.

The Local Resident Preference as defined above will be selected prior to a non-resident applicant.

PRIORITIES

FIRST PRIORITY-DISPLACEMENT BY NATURAL FORCES OR PUBLIC ACTION

Program eligible applicants who are being displaced from a unit within the Communities of North Andover, Andover, Lawrence, and Methuen or by fire flood, earthquake or other natural causes as determined by the NAHA and program eligible applicants who have temporarily re-located to the same area communities as a result of displacement from a Federally-declared Disaster area would be eligible for this priority. The applicant and/or household member must not have caused or contributed to the natural disaster. This priority will not apply if the applicant is able to locate standard, permanent replacement housing adequate for the family size and income.

Program eligible applicants who are being displaced (or imminent danger of being displaced) from a unit within the communities of North Andover, Andover, Lawrence, and Methuen within no more than six months due to either relocation activities as specified by M.G.L. Chap. 79A or the NAHA or other actions of Federal, State or local government including:

Urban renewal, school construction, highway construction, other public improvements, the city or state determining a housing unit unfit for human habitation and condemn (provided that the household did not cause or contribute to such condition), and property owner's participation in a project based housing subsidy program. NAHA actions including: modernization, lack of suitable bedroom size for current participant in another NAHA program (over/under housed), reasonable accommodation for a current NAHA resident/participant under the American's with Disabilities Act (ADA), court order, or court agreement involving a current NAHA resident/participant and the NAHA, other relocation efforts for current NAHA residents/participants deemed necessary by the NAHA in accordance with Federal, State or local laws. **The applicant or household members must have not caused or contributed to the public action.**

Documentation is required in the form of:

For Natural Forces Displacement

- *Official report from the Red Cross or Federal Disaster Management Agency (FEMA).
- *Fire Report containing documentation of proof of occupancy at the address of the reported fire, and that the unit is uninhabitable.
- *Letter from the Building Inspector containing evidence that the family resided in the unit prior to the fire and that the unit was rendered uninhabitable by the fire.
- *In all cases, Proof of Residency at the affected property.

For Public Action Displacement

- *Official notification of land/property taking and the stated purposes thereof from the public agency involved. Notification should include legislation authority or regulation exercised and date of displacement.

*In the case of condemnation, letter from the Board of Health specifying that: the unit in question is being condemned, and the date this action was taken and evidence that the family resided in the unit prior to the unit being rendered uninhabitable by the Board of Health.

*Applicant must provide Proof of Residency at the affected property.

SECOND PRIORITY-VICTIMS OF DOMESTIC VIOLENCE

Program eligible applicants in the communities of North Andover, Andover, Lawrence and Methuen who are victims of domestic violence due to the actions of a spouse, partner or other household member would be eligible for this priority.

The applicant must be living in the housing unit with an individual who engages in physical, sexual or emotional violence directed against the applicant or the applicant's family, or the applicant must have vacated (within the last 180 days of application) the unit due to the violence. The named abuser cannot be on the lease to receive this priority.

The violence may be actual or threatened. Such actual or threatened violence must have occurred recently or be of a continuing nature. If at initial priority certification or at the update the applicant has moved into standard, permanent, replacement housing, the applicant will not qualify for this priority.

Documentation is required in the form of:

*Proof of primary tenancy at the unit in question.

*Verification that the abuse occurred recently (within the last 180 days) or is of a continued nature.

*Police or court reports, including but not limited to a Legal Restraining Order.

*A letter from a licensed social worker, Psychologist or another licensed mental health professional where the victim of abuse has received counseling, verifying counseling as a result of the abusive situation. This letter should specify the last permanent address and the name of the family, why the family is homeless and the date and type of abuse.

*Applicant must provide letter from self, detailing what happened and what he/she did to avoid or alleviate the situation.

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

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from

the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice. Persons not requiring an accessible unit, but offered one, will not be removed or placed at the bottom of the list if they should prefer to wait for a conventional unit.

10.2 ASSIGNMENT OF BEDROOM SIZES

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

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

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

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of six (6) **will** share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

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

10.3 SELECTION FROM THE WAITING LIST

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

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

10.4 DECONCENTRATION POLICY

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of our census tracts in which our developments are located, and the income levels of the families on the waiting list. Based

on this analysis, we will determine the level of marketing strategies and the deconcentration incentives to implement.

10.5 DECONCENTRATION INCENTIVES

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

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

10.6 OFFER OF A UNIT

When the NAHA has a unit available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category will help meet the deconcentration goal and/or the income targeting goal.

The NAHA will notify the family 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 NAHA regarding the offer, view the unit and accept or reject the unit.

The unit offer and the family's decision must be documented in the applicant's file. If the family rejects the offer of the unit, the NAHA will send the family a letter documenting the offer and the rejection, unless the family has signed the unit offer letter indicating the family is no longer interested in the program.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have five (5) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the NAHA will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If the family rejects the unit without good cause, they will be notified in writing by the NAHA of their removal from the waiting list. Said notice will include the family's right to request an informal hearing.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health. The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

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

Prior to signing the lease, all families (the 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, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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

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

11.0 INCOME, EXCLUSIONS FROM INCOME AND DEDUCTIONS FROM INCOME

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

11.1 INCOME

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

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the NAHA by the welfare agency) plus the total amount of other annual income.
 - b. At the request of the NAHA, the welfare agency will inform the NAHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the NAHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The NAHA will use this information to determine the amount of imputed welfare income for a family.
 - c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the NAHA by the welfare agency).
 - d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
 - e. The NAHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the

sanction.

f. If a resident is not satisfied that the NAHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the NAHA denies the family's request to modify such amount, then the NAHA shall give the resident written notice of such denial, with a brief explanation of the basis for the NAHA's determination of the amount of imputed welfare income. The NAHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

g. Relations with welfare agencies

i. The NAHA will ask welfare agencies to inform them of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the NAHA written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

ii. The NAHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the NAHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The NAHA shall rely on the welfare

agency notice to the NAHA of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 EXCLUSIONS FROM ANNUAL INCOME

Annual income does **not** include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred

(special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and service as a tenant representative on the NAHA Board of Commissioners. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and

- iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- 11. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

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

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

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

12. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act

- m. The value of childcare under the Childcare and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program

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

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family.
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification, at the authority, within thirty (30) days of receipt by the resident.
- B. The Property Manager shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

- C. After the reconciliation is complete, the NAHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the NAHA shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

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

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

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the NAHA 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 NAHA will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the NAHA has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

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

12.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
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	

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Real Estate Appraisal	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
	N/A	

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Assets disposed of for less than fair market value		Original receipt and receipt at disposition, other evidence of worth
Income		
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 compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

- A. The citizenship/eligible non-citizen status of each family member regardless of age must be determined.
- B. Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.
- C. 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.
- D. Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The NAHA will make a copy of the individual's INS documentation and place the copy in the file. The NAHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the NAHA will mail information to the INS in order that a manual check can be made of INS records.
- E. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.
- F. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.
- G. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
- H. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
- I. 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.
- J. If the NAHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

- A. Prior to admission, all family members must provide a valid Social Security card

regardless of age.

- B. The best verification of the Social Security number is the original Social Security card. If the card is not available, the NAHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.
- C. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

12.5 TIMING OF VERIFICATION

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

When an interim reexamination is conducted, the 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.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have one (1) choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the NAHA will meet with the family annually to discuss rent options.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$25.00.

13.3 MINIMUM RENT

The NAHA has set the minimum rent at \$25.00. If the family requests a hardship exemption, however, the NAHA will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 2. When the family would be evicted because it is unable to pay the minimum rent;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The NAHA 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 age, condition, amenities, services, and neighborhood. The NAHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

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

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

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

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

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

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

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

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the NAHA. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid in person or by mail to:

North Andover Housing Authority
One Morkeski Meadows
North Andover, MA 01845

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the fifth of the month, a Late Letter followed by a Conference Letter then a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge or \$1 a day, whichever is greater, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

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

14.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

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

14.3 NOTIFICATION OF THE REQUIREMENT

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

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2000. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

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

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The NAHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions. Together with the resident advisory councils, the NAHA may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 2000, and each annual reexamination thereafter, the NAHA will do the following:

- A. Identify all non-exempt residents during the recertification. Provide a list of volunteer opportunities to the family members.
- B. Assign non-exempted family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- C. Provide information about obtaining suitable volunteer positions.
- D. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- E. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the NAHA whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The NAHA will notify any family found to be in non-compliance of the following:

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

- D. Note to file: Matters of non-compliance that were beyond the family member(s) ability to control.

14.7 OPPORTUNITY FOR CURE

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

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

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

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

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

15.0 RECERTIFICATIONS

At least annually, the NAHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine:

- A. The rent the family will pay, and
- B. Whether the family is housed in the correct unit size.

15.1 GENERAL

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

request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the NAHA taking eviction actions against the family.

15.3 FLAT RENTS

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the NAHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

15.4 THE INCOME METHOD

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

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

- A. The total tenant payment is equal to the highest of:
 1. 10% of monthly income;
 2. 30% of adjusted monthly income;
 3. The welfare rent; or
 4. The minimum rent.
- B. The family will pay the greater of the total tenant payment or the minimum rent of \$25.00.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days

notice of any rent increase to the family.

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

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

15.6 INTERIM REEXAMINATIONS

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

Families currently paying a Flat Rent will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the NAHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence:

- A. An increase of ten percent (10%) in the family's monthly income.
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/ eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.)

The new family member must be determined eligible for admission in accordance with Section 8.0 of this policy and will go through the screening process similar to the process for applicants. The NAHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review in accordance with Section 8.5 of this policy.

If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

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

15.7 SPECIAL REEXAMINATIONS

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

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

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

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

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

- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the NAHA'S deconcentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

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

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

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

16.3 DOCUMENTATION

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

16.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one (1) year, at least one adult family member is enrolled in an

economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one (1) year whichever is less;
- D. The family is current in the payment of all charges owed to the NAHA and has not paid late rent for at least one (1) year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two (2) years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff;

16.5 PROCESSING TRANSFERS

- A. Transfers on the waiting list will be sorted by the above categories and within each category by date and time.
- B. Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.
- C. Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven (7) admissions.
- D. Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.
- E. The following is the policy for the rejection of an offer to transfer:
 - 1. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
 - 2. If the transfer is being made at the request of the NAHA and the family rejects two offers without good cause, the NAHA will take action to

terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the NAHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

3. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
4. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

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

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

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

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

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

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the NAHA. 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.

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.

16.8 TRANSFER REQUESTS

- A. A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the NAHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The NAHA 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.
- B. The NAHA 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.
- C. If the transfer is approved, the family's name will be added to the transfer waiting list.
- D. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE NAHA IN TRANSFER POLICY

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

17.0 INSPECTIONS

An authorized representative of the NAHA 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 NAHA file and a copy given to the family member. An authorized NAHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law.

17.1 MOVE-IN INSPECTIONS

The NAHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the

signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

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

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

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

17.4 SPECIAL INSPECTIONS

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

17.5 HOUSEKEEPING INSPECTIONS

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

17.6 NOTICE OF INSPECTION

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

17.7 EMERGENCY INSPECTIONS

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

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the NAHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the NAHA 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 NAHA to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

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

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to service animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN PUBLIC HOUSING

The NAHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for pet and agrees to hold the NAHA harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the “Application For Waiver for Pet Ownership” that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a color picture of the pet so it can be identified if it is running loose. Residents must also supply the following information with their pet application:

- A. Attending veterinarian’s name, address and telephone number;
- B. Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline leukemia testing, feline VRC and other inoculations when applicable;

- C. Dog licensing certificates in accordance with local and state laws;
- D. Two (2) alternate adult caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Pet Rider, acknowledging their responsibilities as specified;
- E. Emergency boarding accommodations;
- F. Temporary ownership (overnight or short-term) shall be registered with the NAHA under the pet rules and regulations; and
- G. Proof that resident has obtained personal liability, or other appropriate insurance.

If you are acquiring a new pet, you must be a resident in good standing, owing no back rent or other charges and have paid your rent on time for six (6) months and have met all other lease obligations.

18.4 TYPES AND NUMBER OF PETS

The NAHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquarium (not to exceed 20 gallons), or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulations, the state or local law or regulation will govern.

All dogs and cats must be spayed or neutered before they become six (6) months old. A licensed veterinarian must verify this fact.

Only one (1) pet per unit will be allowed in any NAHA unit, with the exception of caged birds, which shall be limited to two (2) per unit, and fish which shall be limited to one (1) 20 gallon aquarium per unit.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Pit bulls will not be permitted under any circumstances.

No animal may exceed forty (40) pounds in weight projected to full adult size.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper parvovirus, feline leukemia testing, feline VRC and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local health, animal control and anti-cruelty laws, including any licensing requirements. A certification signed

by a licensed veterinarian or state or local official shall be annually filed with the NAHA to attest to the inoculations.

18.6 PET FEE

A pet deposit of \$160 or one month's rent, whichever is less, is required of each pet owner at the time of registering a pet. The deposit will be refunded at the time the tenant vacates or no longer has ownership of the pet, less any cost to the Housing Authority related to the presence of pets.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the NAHA reserves the right to exterminate and charge the resident. Pet owners shall also secure personal liability, or other insurance, and indemnify the NAHA against pet-related litigation or attorney's fees.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

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

Pets who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one half (1/2) hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets cannot be left unattended outside on a leash. Pets will be allowed only in designated areas on the grounds of the property if the NAHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby or hallways.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats or other pets, those pets may be barred from certain areas, wings (or floors) in our development(s)/building(s)). This shall be implemented based on demand for this service.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over nine (9) hours. If the pet is left unattended and no arrangements have been made for its care, the NAHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof liter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet should cause harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within then (10) days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 VISITING PETS

No resident may allow their guest to bring a pet onto NAHA property. This provision does not apply to service animals that are used to assist persons with disabilities.

18.12 REMOVAL OF PETS

The NAHA, or an appropriate community authority, shall require the removal of any pet

from a building 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 building or of other persons in the community where the development is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the NAHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

19.0 REPAYMENT AGREEMENTS

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

20.0 TERMINATION

20.1 *TERMINATION BY TENANT*

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

20.2 *TERMINATION BY THE HOUSING AUTHORITY*

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

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

- A. Nonpayment of rent or other charges or a history of late rental payments;
- B. Breach or violation by tenant, household member or guest of any of the occupancy obligations and restrictions set out in the lease;
- C. Criminal conduct, threats, harassment or nuisance by tenant, household member or guest which has unlawfully caused serious physical harm to another tenant or an employee of the NAHA or any other person lawfully on or near NAHA's property;

- D. Commission of a serious crime involving violence against another person by tenant, household member or guest, even if not on NAHA property or in its vicinity;
- E. Failure by tenant or household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy; failure by tenant or household member to give requisite authorization for verification of eligibility, income, employment and household composition; failure to provide a Social Security number as required or to participate in a wage, tax or bank match;
- F. Income exceeds the maximum allowable for a household under applicable regulations or authorization, provided that NAHA may provide an exemption for up to six (6) months if tenant can establish hardship which prevents an earlier relocation of household to unsubsidized housing;
- G. Failure to sign a lease, lease amendment or lease addendum containing lease provision authorized by HUD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of tenant's household;
- H. Failure to vacate in the event of a decrease in household size, or in the event of modernization work;
- I. Failure by tenant or by household member to physically occupy the leased premises as his/her primary residence for at least nine (9) months in any twelve (12) month period;
- J. Failure to allow inspection of the unit;
- K. Failure to maintain the unit in a safe and sanitary manner;
- L. Assignment or subletting of the premises;
- M. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);
- N. Acts of destruction, defacement, vandalism or has stolen property of a tenant or of NAHA or of any person lawfully on NAHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an NAHA employee or any other person lawfully on NAHA's property;
- O. Acts of destruction, defacement or removal of any part of the premises or failure to cause guests to refrain from such acts;

- P. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, parking areas or any NAHA property;
- Q. Has unlawfully possessed, carried or kept a weapon on or adjacent to NAHA's property in violation of M.G.L.c.269, section 10;
- R. Has unlawfully possessed or used an explosive or incendiary device on or adjacent to NAHA's property or otherwise violated M.G.L.c.266, subsections 101, 102, 102A or 102B.
- S. Has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L.c.94C, section 31, on or adjacent to NAHA's property;
- T. Has engaged in any other criminal activity on the property or drug-related criminal activity on or off the premises. This includes, but is not limited to the manufacture of methamphetamine on the premises of the NAHA;
- U. Alcohol abuse that the NAHA determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
- V. Any fire on NAHA property caused by the tenant, household member or guests' actions or neglect;
- W. Non-compliance with Non-Citizen Rule requirements;
- X. Permitting persons not on the lease to reside in the unit for more than fourteen (14) days each year without the prior written approval of the Housing Authority;
- Y. Repeated failure by tenant to report the length of the stay of an overnight guest within a reasonable time following the stay; and
- Z. Other good cause.

The NAHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

In addition to the above provisions, tenant violation of the Community Service Requirements shall cause the NAHA to not renew the tenant's lease agreement at the end of the current lease term.

20.3 ABANDONMENT

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

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

If the total value of the property is estimated at less than \$250.00, the NAHA will mail a notice of the sale or disposition to the resident and then wait fifteen (15) days. Family pictures, keepsakes and personal papers cannot be sold or disposed of until ninety (90) days after the NAHA mails the notice of abandonment.

If the estimated value of the property is more than \$250.00, the NAHA will mail a notice of the sale or disposition to the resident and then wait ninety (90) days before sale or disposition. Personal papers, family pictures and keepsakes can be sold or disposed of at the same time as other property.

If any property is sold, money raised by the sale will be used to cover money owed by the family to the NAHA, such as back rent or the cost of storing and of selling the goods. If there is any money left and the family's address is known to the NAHA, it will be mailed to the family. If the family's address is not known, the NAHA will keep it for one year. If it has not been claimed within that time, it will belong to the NAHA.

21.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

21.1 PURPOSE AND APPLICABILITY

The purpose of this policy (herein called Policy) is to implement the applicable provisions of the Violence Against Women and Department of Justice Act of 2005 (Pub. L. 109-162) and more generally to set forth North Andover Housing Authority's (herein called NAHA) policies and procedures regarding domestic violence, dating violence and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by NAHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence or stalking as well as female victims of such violence.

21.2 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

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

21.3 OTHER NAHA POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to NAHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of NAHA’s Admission and Continued Occupancy Policy and the NAHA’s Section 8 Administrative Plan. NAHA’s Annual Public Housing Agency Plan shall also contain information concerning NAHA’s activities, services or programs relating to domestic violence, dating violence and stalking.

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

21.4 DEFINITIONS

As used in this Policy:

- A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s act under the domestic or family violence laws of the jurisdiction.”
- B. *Dating Violence* – means violence committed by a person –
 - (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.

- C. *Stalking – means –*
(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person's; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
(i) that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person;
- D. *Immediate Family Member – means, with respect to a person –*
(A) a spouse, parent, brother, sister, or child or that person, or an individual to whom that person stands in loco parentis; or
(B) any other person living in the household of that person and related to that person by blood or marriage.
- E. *Perpetrator – means person who commits an act of domestic violence, dating violence, or stalking against a victim.*

21.5 ADMISSIONS AND SCREENINGS

- A. *Non-Denial of Assistance.* NAHA will not deny admission to public housing or to the Section 8 Rental Assistance Program to any person because that person is or has been a victim of domestic violence, dating violence or stalking, provided that such a person is otherwise qualified for such admission.
- B. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, NAHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, NAHA shall be entitled to conduct such inquiries as are reasonable necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. NAHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

21.6 TERMINATION OF TENANCY OR ASSISTANCE

- A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 Rental Assistance Program have the following specific protections, which will be observed by NAHA:
1. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 2. In addition to the forgoing, tenancy or assistance will not be terminated by NAHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of NAHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither NAHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of NAHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant of the owner, manager or NAHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph 21.6 A.2. or Federal, State or local law to the contrary, NAHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant of a lawful occupant. Such

eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and eviction by NAHA. Leases used for all public housing operated by NAHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with the Section 8 rental assistance administered by NAHA, shall contain provisions setting forth the substance of this paragraph.

21.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

- A. *Requirement for Verification.* The law allows, but does not require, NAHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph 21.4 C., NAHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by NAHA. Section 8 owners or managers receiving rental assistance administered by NAHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* – by providing to NAHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* – by providing to NAHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or

stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to NAHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- B. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by NAHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Executive Director of NAHA, or a Section 8 owner or manager, may with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

21.8 CONFIDENTIALITY

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to NAHA or to a Section 8 owner or manager in connection with a verification required under section 21.7 of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
1. Requested or consented to by the individual in writing, or
 2. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 3. Otherwise required by applicable law.
- B. *Notification of rights.* All tenants of public housing and tenants participating in the Section rental assistance program administered by NAHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

- C. *Security.* All information pertaining to the fact that an individual is a victim of domestic violence, dating violence or stalking shall be maintained separately and securely by the Executive Director unless such information is subject to the disclosure exceptions noted in this section.

21.9 TRANSFER TO NEW RESIDENCE

- A. *Application for Transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence or stalking, NAHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests a transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* NAHA will act upon such an application promptly.
- C. *No right to transfer.* NAHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph 21.9 E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of NAHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying NAHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by NAHA. In cases where NAHA determines that the family's decision to move was reasonable under the circumstances, NAHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence or stalking and who reasonably believes that

the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

21.10 COURT ORDERS/FAMILY BREAK-UP

- A. *Court Orders.* It is NAHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by NAHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. *Family break-up.* Other NAHA policies regarding family break-up are contained in NAHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

21.11 RELATIONSHIPS WITH SERVICE PROVIDERS

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

NAHA's Annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which NAHA has referral or other cooperative relationships.

21.12 NOTIFICATION

NAHA shall provide written notification of applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at time of initial lease-up and at each annual recertification.

21.13 RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this Policy implementing it shall pre-empt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

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

The VAWA Policy was adopted by the NAHA Board of Commissioners at their Regular Meeting held on March 28, 2007.

Providers of shelter or services to victims of Domestic Violence with which the NAHA has referral or other cooperative relationships:

YWCA of Greater Lawrence
38 Lawrence Street
Lawrence, MA 01840

The YWCA offers the following programs:

THE DOMESTIC VIOLENCE PROGRAM: Crisis Intervention, Legal Advocacy, Housing Advocacy, Residential Programs, Teen Dating Violence Project, Medical Advocacy, Immigration/Refugee Assistance, Community Education

SEXUAL ASSAULT / RAPE CRISIS PROGRAM: Crisis Intervention, Support Groups, Individual Counseling, 24-hour Medical Advocacy, School Prevention Education, Police & Legal Advocacy, Community Education

SEXUAL ASSAULT – CHILD ADVOCACY PROJECT

Crisis Intervention, Support Groups, Individual & Family Counseling, Medical, Police & Legal Advocacy, Family Stabilization, School Collaboration, Community Education

The NAHA has obtained flyers, from the Coordinator of the programs listed above, detailing the services available and the phone number to call both locally and state wide. The flyers are printed in English and Spanish and are part of the information packet provided to the tenant at initial lease up and at the annual recertification for all Public Housing tenants, Section 8 participants, and landlords.

MSPCC-Healthy Families and Safe Start Program

439 South Union Street
Lawrence, MA
Theresa Cox, Supportive Care/Safe Start

St. Vincent de Paul Society

North Andover
Methuen

Community Teamwork

RAFT Program
167 Dutton Street
Lowell, MA 01852

South Bay Mental Health

15 Union Street
Lawrence, MA 01840

Greater Lawrence Community Action Council
Andover/North Andover Community Partnerships for Children
Head Start
350 Essex Street
Lawrence, MA

Department of Transitional Assistance
15 Union Street
Lawrence, MA 01840

22. AMENDMENT

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

This Admissions and Continued Occupancy Policy was adopted by NAHA Board of Commissioners at their regular meeting held on March 26, 2009

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 childcare 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.)

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

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

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

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

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

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

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

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

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

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

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

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

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management,

apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

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

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

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

Family includes but is not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and

- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

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

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

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

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

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

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

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

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

Person with Disabilities: A person who:

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

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

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

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

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

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

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

Public Housing Agency (PHA): Any State, county, 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)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

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

Responsible Entity:

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

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

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

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

Specified Welfare Benefit Reduction:

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

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

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) 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.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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

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

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the

area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
MGL	Massachusetts General Law
IRS	(U.S.) Internal Revenue Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PASS	Plan to Attain Self-Sufficiency
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TAFDC	Transitional Assistance for Dependent Children
TTP	Total Tenant Payment
USC	United States Code
VAWA	Violence Against Women Act