

# ACOP 2011 SUMMARY OF CHANGES

## CHAPTER 1: STATEMENT OF POLICIES AND OBJECTIVES

Page 1-3 Fair Housing Policy

(Deleted)

Posters and housing information are displayed in such a manner as to be easily readable from a wheelchair)

(Added)

Posters and housing information are displayed and/or available in binders at locations throughout the PHA offices.

Page 1-7 Posting of Required Information

(Deleted)

The PHA will maintain a bulletin board in a conspicuous area of each Area Management Office lobby that will contain:

(Added)

The PHA will maintain posted notices in a conspicuous area of each Area Management Office lobby that specify where the following documents are located:

## CHAPTER 2: ELIGIBILITY FOR ADMISSION

Page 2-1

(Added)

At least one member of the applicant family must be either an U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance

Page 2-2

(Added)

### **AGENCY FACTORS**

The PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must furnish declaration of citizenship or eligible immigrant status and verification where required
- The PHA will permanently deny admission to public housing persons convicted of manufacturing or producing

methamphetamine on the premises of federally assisted or non-federally assisted housing in violation of any federal or state law

- The PHA will permanently deny admission to sex offenders who are subject to a lifetime registration requirement under a state sex offender registration program
- The family must pay or resolve any debt owed the PHA, or another PHA, as a result of prior participation in any federal housing program within thirty (30) days notification by the admissions staff. A family that has been approved for bankruptcy (Chapter 7) does not owe any debt to the PHA.
- A family will be denied admission to the program if they owe any previous landlord money within the last five years. Consideration may be given to assist the family if the family is under a repayment agreement with that landlord and the payments are current.
- A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886
- A family will be denied admission to the program if any member of the family has been evicted from federally assisted housing and non-federally assisted housing for serious violation of the lease for the last five years
- The family must not have violated any family obligation during a previous participation in a federally assisted housing program or non-federally assisted housing for five (5) years prior to final eligibility determination (The PHA may make an exception if the family member who violated the family obligation is not a current member of the household. The PHA may request the family to provide verifiable documentation)
- The family must not engage in criminal activity, illegal drugs, or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents
- Admission of applicants with any current criminal charges will be delayed pending final court decision. After the final court decision, the applicant will be reviewed to determine if they meet all admission criteria

Page 2-6  
(Deleted)

## **JOINT CUSTODY OF CHILDREN**

Children who are subject to a joint custody agreement but, live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty-three (183) days of the year and do not have to run consecutively. **There will be a self certification required of families who claim joint custody or temporary guardianship.**

(Added)

Children who are subject to a joint custody agreement but, live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty-three (183) days of the year and do not have to run consecutively. **For joint custody either court documents or benefits received for a child from a recognized agency such as public assistance will be recognized.**

Page 2-6  
(Added)

## **D. SOCIAL SECURITY NUMBERS**

**All applicants and persons who are later added to the household are required to disclose his/her social security number, with the exception of the following individuals:**

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.**
  - 1. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.**
  - 2. A family that consists of two or more household members and at least one household member that has eligible immigration status, is classified as a**

mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

#### SSN Documentation:

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

#### Individuals without an assigned SSN:

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)

b. Noncitizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)

c. Noncitizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

The PHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, to sign a written declaration of such a status under the penalty of perjury to the PHA. The PHA should maintain the declaration in the tenant file.

The PHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

#### Rejection of Social Security Number Documentation:

The PHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

- a. The document is not an original document; or
- b. The original document has been altered, mutilated, or not legible; or
- c. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

1. Addition of a New Household Member:

When a participant requests to add a new household member, who is at least six year of age or under the age of six and has an assigned SSN, to the family, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in item 6 of this notice at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of this Notice within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 9 of this Notice. Upon expiration of the

provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's assistance, or both of the entire family

### Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants. The PHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN.

Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR 882, may be admitted to the program without providing the requested documentation (prior or at admission), however, the individual must provide the PHA with such documentation within 90 calendar days from the date of admission. (The PHA may grant the individual one 90-day extension, at its discretion, determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances and outside the control of the family.) If upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, the PHA must terminate the tenancy or assistance, or both of the individual.

- b. Participants. The PHA will terminate the housing assistance of the entire household if each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance the PHA, at its discretion, may defer the family's

termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family noncompliant with the SSN disclosure and documentation requirement, if the PHA determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the housing assistance of the entire family

### **CHAPTER 3: APPLYING FOR ADMISSION**

Page 3-2  
(Added)

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next twenty-four (24) months, **or at its discretion, the PHA may leave the waiting lists open indefinitely.**

Page 3-3  
(Added)

The PHA will announce the closing of the waiting list by public notice as previously described.

**In addition to the Conventional waitlist, the PHA may open up Site Based Waitlists. These waitlists are designed to assist prospects on only one given site, one given area or a given age designation such**

as an elderly waitlist. These waitlists can open and close at any time, depending on need.

(Added)

#### **REQUIREMENT TO ATTEND INTERVIEW**

If the applicant fails to respond to the initial letter containing the full application by not appearing for a pre-scheduled interview/orientation, the PHA will send the applicant a withdrawal notice and they may request an informal review. The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs, which may be available.

### **CHAPTER 4: RESIDENT SELECTION AND ASSIGNMENT PLAN**

Page 4-2

(Added)

#### **B. SITE-BASED WAITING LISTS**

If the PHA establishes site-based waiting lists, both current and new applicants may choose which site-based waiting list they wish to be placed on, and may submit an application for as many sites as where they would choose to live.

Page 4-9

(Deleted)

#### **N. PLAN FOR UNIT OFFERS**

**One offer** – Upon approval by HUD of designated elderly housing developments, only one offer to a designated elderly unit will be permitted for an approved designated elderly applicant.

(Added)

- **Two offers-** The applicant shall be offered a suitable unit in the location **where they have applied**. If the first offer is rejected, a final **unit** offer will be made.

## CHAPTER 5: OCUPANCY GUIDELINES

Page 5-1  
(Added)

### A. DETERMINING UNIT SIZE

- Minors of the same sex and same generation (less than 10 years apart in age) shall be allocated one bedroom
- Minors of the opposite sex, 6 (six) years of age and under shall be allocated one bedroom. **If one of the minors is 5 ½ years old at the time of intake or an approved transfer, then one bedroom shall be allocated for each child as long as the occupancy standards for other minors as listed above is met**
- Adults (18 and over) who have a spousal relationship shall be allocated one bedroom
- Exception infants under one year of age may be allowed to share a room with two other members of the household

Page 5-2  
(Added)

Other consideration in determining the bedroom size:

- **Foster children may be considered when determining unit size.**  
**Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including projected length of the temporary placement, placement confirmation from an accredited foster care institution and the foster care assistance payment amount.**

**Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be**

required to notify the PHA of all changes in household composition immediately as they occur.

Unused additional bedroom(s) for foster children may not be vacant for more than six(s) months.

If the PHA determines there is no longer a need for the additional bedroom(s) and has verified such with the foster agency, the household may be considered to be over-housed and will be issued an involuntary transfer notification to move into a smaller unit.

The household will not be eligible to increase the unit bedroom size again for twenty-four (24) months.

- Space may be provided for a child who is away at school but who lives with the family during school recesses for as long as the child is considered a dependent
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military unless the absence is considered temporary such as short-term reserve duty

## **CHAPTER 6: DETERMINATION OF TOTAL TENANT PAYMENT**

Page 6-8

(Added)

### **Income Exclusions**

Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) 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);

(3) 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 (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in

reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in Sec. 5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces

who is exposed to hostile fire;

(8)(i) Amounts received under training programs funded by HUD;

(ii) 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);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket

expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on

a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) 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;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) 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;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and

social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) 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;

(16) 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

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR

5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) Annualization of 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 PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income

anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Payments that qualify as kin gap income, earned by an individual for caring for a minor member of the household will not be counted as part of the annual income.

Page 6-12  
(Added)

**K. ALIMONY AND CHILD SUPPORT**

In cases where an adult family member is required to pay alimony and/or child support, this amount is not allowed as an income deduction.

**L. LUMP-SUM RECEIPTS**

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, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment, **child support** or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

**CHAPTER 7: VERIFICATION PROCEDURES**

Page 7-8  
(Added)

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules

- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement
- Welfare Notice of Action showing amounts received by the welfare agency for child support
- A written statement from an attorney certifying that a collection or enforcement action has been filed

If the family fails to provide the documents required above in cases of irregular child support payments the regular award amount will be used.

Page 7-9  
(Added)

### **RECURRING GIFTS**

The family will be required to complete a third party verification form for the provider of recurring gifts.

If the third party form is not returned, the family must furnish a self-certification that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

### **FULL-TIME STUDENT STATUS**

Only the first four hundred-eighty dollars (\$480) of the earned income of full time students eighteen (18) years of age or older, other than head or spouse, will be counted towards family income. This \$480 is disregarded for dependents, netting zero. Financial aid, scholarships and grants paid directly to the full time student or to the educational institution are not counted towards family income.

However, there maybe exceptions such as, income that is paid directly to another entity for housing.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution
- **Financial aid awards must be provided**

Page 7-10

(Added)

For checking and savings accounts that do not require third-party verification, the PHA will utilize the current balance for savings accounts and the average six-month balance for checking accounts. **Statements must be provided at the initial and annual recertification appointment.**

Page 7-12

(Added)

**G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

**CHILDCARE EXPENSES**

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

A family must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

**At no time are child support payments paid out by a household member considered a deduction.**

Page 7-15

(Deleted)

## **VERIFICATION OF MARITAL STATUS**

Split Households/Domestic Violence. Verification of domestic violence when assessing an occurrence which causes a household to split includes: this section was moved to be covered under VAWA

Page 7-17

(Added)

## **VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS**

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. **In cases where the ineligible family member is the head of household and no other adults are in the home, their signature will suffice.**

## **ACCEPTABLE DOCUMENTS OF ELIGIBLE IMMIGRATION**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94) – **only acceptable if annotated or along with other court or INS documents per CFR 24, part 960 200.184**
- Temporary Resident Card (I-688), **which must be annotated Section 245A or Section 210**
- Employment Authorization Card (I-688B), **which must be annotated Provision of Law 274a.12(11) or Provision of Law 274a.12**
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

Page 7-18

(Added)

## **VERIFICATION OF SOCIAL SECURITY NUMBERS**

**The adult family member will need to apply for and then supply an actual social security card within 90 days of the temporary verification.** New family members six years of age and older will have and make available their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and

accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in section 6 of HUD Notice PIH 2010-3 (HA) within 90 calendar days of the child being added to the household.

## CHAPTER 8: TRANSFER POLICY

Page 8-1

(Added)

### EMERGENCY TRANSFERS

The PHA will authorize an emergency transfer for a participant family if the resident's unit has been damaged by fire, flood, or other causes to such a degree that damages are hazardous to life, health or safety and the unit is not habitable. In these cases, only one appropriate unit in size and/or accessibility may be available. Therefore, the tenant would be required to move without a second unit offer. If the damage was caused by negligence of the resident, a member of the resident's household, or a guest, the reasonable expense of repairing such damage will be charged to the resident and the household may be subject to eviction.

Page 8-2

(Added)

### SPECIAL CIRCUMSTANCES TRANSFERS

Resident will pay a new security deposit and all moving costs related to the transfer except when the transfer is due to the need of the PHA or uninhabitability through no fault of the resident. In addition, if the uninhabitability of the unit was caused due to damage by the resident, they must enter into a repayment agreement with the agency. Failure to do so is tantamount to refusing a unit offer and will result in the termination of the lease.

### **B. VOLUNTARY TRANSFERS**

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family:

- To live within fifteen (15) miles of the place of employment of at least one family member, **after the employed family member has completed the employer's new hire probationary period.**
- To live within fifteen (15) miles of a day care provider for the children of a working parent
- To live within fifteen (15) miles of a required medical treatment center. **When multiple medical providers exist, accommodation would be to live within 15 miles of the most frequently visited treatment center or primary physician.**
- To move from an upstairs to a downstairs unit for medical or accessibility reasons
- To be protected from a domestic violence situation (See VAWA)
- To split households due to either marital or partnership dissolution, the PHA will only acknowledge splitting the household when both parties were part of the initial application; or Second party was added to household and the wait list has turned over at least once.

Page 8-5  
(Added)

### **C Reasonable Accommodation Transfers**

The PHA is required to provide reasonable accommodations for clients who have verified disabilities, so they may receive equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement as those who do not have disabilities. If a resident makes a written request for special unit features in support of a documented disability and there is a nexus between the requested accommodation and the disability, the PHA shall make reasonable accommodations to modify the resident's existing unit. If the cost and extent of the modifications needed pose a financial hardship, the PHA may transfer the resident to another unit with the features requested at the resident's expense. **Note: while the PHA would prefer all reasonable accommodations request to be in writing, action must be taken on verbal request as well.**

The PHA will fully comply with the obligations found in HUD Notice PIH 2002-01 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities,
- A record of such impairment, or
- Being regarded as having such impairment

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Page 8-5  
(Added)

#### **D. TRANSFER WAITING LIST**

Families on the Transfer Waiting List will be offered two (2) units. If the two offered units are refused and the transfer is a voluntary transfer, the family will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. The family will have to wait **twenty-four (24)** months before applying for a transfer again. **If the move is a required move and the tenant refuses the two units offered for other than good cause, the lease will be terminated.** The PHA reserves the right to make the final determination on all non-mandatory transfers.

#### **TRANSFER VACATE CHARGES**

Page 8-6

(Deleted)

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident is responsible for the **per diem tenant rent on both units**.

(Added)

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident is responsible for the **prorated rent for each unit during the transition to the new unit**.

Keys to the vacated unit must be returned to the **vacating** management office not later than the third (3<sup>rd</sup>) day from the new lease date. If the resident fails to return keys by the end of the third (3<sup>rd</sup>) day, the PHA may **levy a per day storage fee equivalent to the prorated daily rent of the vacated unit**. After the third (3<sup>rd</sup>) day, if the resident has not returned keys to the unit from which they are transferring, the PHA may contract to have the resident's belongings placed in a secure storage facility at the expense of the resident.

The resident will be responsible for damages beyond normal wear and tear in the unit from which the resident was transferred, **in accordance to the schedule fees and charges, which may include prorated charges for painting and cleaning**.

#### **GOOD CAUSE CRITERIA FOR RESIDENT DENIAL OF VOLUNTARY TRANSFER**

If the resident has refused an approved voluntary transfer request they will be removed from the transfer list unless the PHA determines that the refusal was made for good cause.

Good cause may be any of the following reasons:

- The new unit is more than fifteen (15) miles from the place of employment of at least one (1) member of the family; **after the employed family member has completed the employer's new hire probationary period**.

- The new unit is more than fifteen (15) miles from the school or job training program that at least one adult member of the family is attending;
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.

To live within fifteen (15) miles of the place of employment of at least one family member, after the employed family member has com

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

## CHAPTER 9: LEASING

Page 9-2

(Added)

### THE PHA'S OBLIGATIONS

- To maintain the premises and the property in decent and safe condition
- To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety
- To make necessary repairs to the premises, **including those necessary to comply with HUD's Uniform Physical Condition Standards(UPCS).**
- To keep property buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition
- To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA (excluding consumable or disposable items that disintegrate over a period of time by use of the resident, i.e. light bulbs, etc.)
- To provide and maintain appropriate receptacles and facilities for the deposit of garbage, and other waste removed from the premises by the resident.

- To supply running water, reasonable amounts of hot water, and heat at appropriate times of the year, except where heat or hot water is within the exclusive control by resident
- To notify the resident of the specific grounds for any proposed adverse action by the PHA such as proposed lease termination, transfer of resident to another unit or imposition of charges for maintenance or repair

Page 9-3  
(Deleted)

Federal regulations allow the use of relevant information regarding a participant or other family member(s) whose habits and practices are related to a history of criminal activity involving crimes of physical violence to persons or property, and other criminal acts which would adversely affect the health, safety or welfare of others. Such information may be included in criminal records and/or motor vehicle records.

(Added)

**THE RESIDENT'S OBLIGATIONS (INCLUDING MEMBERS OF THE HOUSEHOLD AND GUESTS)**

- To report to the Housing Authority any incarceration, probation or conviction by a court of law that occurred after admission to the program for any member of the household.

Page 9-8  
(Added)

**D. ADDITIONS TO THE LEASE**

Requests for the addition of a new member to the household must be approved by the PHA prior to the actual move-in of the proposed new member, except in the case of birth, adoption or court awarded custody of a minor child.

- The PHA will permanently deny admission to sex offenders who are subject to a lifetime registration requirement under a state sex offender registration program

Page 9-9

(Added)

**DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS:**

Factors determining household additions, which may be subject to screening, depending on PHA discretion:

- Children below the **age of eighteen (18)**, under which juvenile justice records are made available, who are added through a kinship care arrangement, are exempt from the pre-screening process

**Temporary custody of blood relative's children, below the age of eighteen (18), due to kinship hardship situations may be approved at PHA's discretion under the following circumstances:**

- **Death of a parent with minor children**
- **Domestic violence that impacts minor children**
- **Parent of minor children that are incarcerated**
- **Parent financial burdens that may lead to minor child homelessness**
- **Severe illness of a parent with minor children**
- **Placement of a parent with minor children in a drug or alcohol abuse program**
- **To avoid placement of minor children in a group home or foster care by child protective services (CPS)**

**Requests for the addition of hardship temporary custody of children to the household composition must be approved by the PHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including review of current housing occupancy standards, projected length of the temporary placement and placement confirmation from an accredited government institution, medical professional or financial records.**

**Once approved, the PHA may allow temporary additions to the household composition for children due to extended family member hardship for six (6) months. Time extension requests will be reviewed based on case circumstances. All income received for the**

support of minor children during temporary hardship custody must be reported to the PHA immediately.

In such cases where the addition of a new member who has not been born, married, or legally placed into the family, and the addition will affect the bedroom size required by

Page 9-13  
(Added)

**J. SCHEDULE OF FEES & CHARGES**

The PHA's *Schedule of Fees & Charges* for special charges including, but not limited to, services and repairs, which are incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the area management office and will be provided to residents upon request. Included in the schedule of fees & chargers will be amounts for fines for tampering with or dismantling safety equipment in the unit or on PHA property.

The adjusted rate in the schedule of fees and charges does not reflect the trip charge. A trip charge will apply to all work determined to be resident caused. All requested repairs will also receive a charge when maintenance staff is denied access to the unit to complete the repairs. All trip charge rates are pre-determined with one rate applicable during normal business hours and a higher rate for after hours and on weekends.

All charges for repairs performed by vendors will be determined by actual cost. If a resident misses a scheduled appointment with a vendor they will be responsible for the vendors service call fee.

Services not described in the Schedule of Fees and Charges will be charged at a fixed rate per hour during normal business hours and at a higher fixed rate for all after-hours work.

Page 9-17  
(Added)

**QUALITY CONTROL INSPECTIONS:**

The housing management staff may conduct periodic quality control inspections to confirm the condition of the unit and to identify problems or issues. If during the quality control inspection the resident is found to be in violation of the housekeeping standards the resident may be required to enter into a house keeping agreement.

## N. General Housekeeping Standards

In an effort to improve the livability and conditions for the apartments owned and managed by the PHA, uniform standards for resident housekeeping have been developed for all Tenant families.

### Housekeeping Standards: Inside the Apartment

- Entire apartment should be clean, free of dirt and grease; excessive mildew should be removed.
- Floors should be clean, clear, and free of hazards.
- Trash shall be disposed of properly and not left in the unit.
- Throughout the apartment, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation.
- The kitchen should be kept clear of spilled food and grease. Appliances should be kept clean.
- Storage areas and closets should be neat and clean. No flammable materials should be stored in the unit.

### Housekeeping Standards: Outside the Unit

- Yards should be free of debris, trash, and abandoned pets. Exterior walls should be free of graffiti. Nothing should be placed on the exterior walls without permission from the Housing Authority. Doors should not be defaced.
- Steps and sidewalks should be clear, and free of hazards.
- Parking lot should be free of abandoned cars. There should be no car repairs on the premises.
- Hanging or placing anything on, over or from the top of a window, ledge, balcony, porch, fence or gate is prohibited. There shall be NO visible storage on balcony, porch or from the street. Only patio / outdoor type furniture is allowed.

**O. PEST CONTROL**

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of PHA will enter each residence to complete fumigation **and/or baiting** for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants), not related to a large scale infestation, should be handled as part of a resident's upkeep of the unit.

**Bed Bug Policy**

The Sacramento Housing Authority is committed to providing units that are free from pest infestations. Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs. A Fact Sheet was developed to help educate residents about the problem with bed bugs. This fact sheet is given to all residents at the execution of their rental agreement.

Resident Awareness and compliance with this policy is key to preventing any initial infestation. It is important to have a regular house cleaning schedule including vacuuming of mattresses and other furniture; and to frequently launder bedding and clothing and dry them in hot dryer. This process will kill all stages of bed bugs. Residents should not bring second hand clothing and furniture into their home and avoid socializing with individuals that have bed bug infestations in their residences. Avoiding clutter, such as stacks of clothing, paper items and cardboard, will also reduce the places that bed bugs can hide. After travel it's important to closely check your luggage and clothing and immediately launder all clothing items.

It is our goal to maintain the highest quality living environment for our residents. Toward that goal, the Site Manager will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis. After any infestation and treatment, unit inspections for those units will occur after one month, then again

at the three month period and again after six months in order to verify a pest free environment.

Prior to move-in, at the request of a resident, the Site Manager will inspect all luggage, bedding, clothing, and personal property which the Resident intends to maintain in the unit or store anywhere in the building, for indications of bedbugs. If an item has bedbugs, the Site Manager may either prohibit the resident from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

The resident is responsible for anything they bring into the building. The resident shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by the Site Manager to determine that an item is not infested or conducive to infestation by bedbugs is strongly recommended.

Residents must immediately notify the PHA if they have bed bugs in their unit. If bed bugs are found in a unit, a treatment plan will be formulated.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations residents may be temporarily relocated prior to treatment of the unit. Where necessary, resident soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. The Housing Authority provides the resident with information on how to prepare for the treatment process. In the event the resident has reason to believe that he or she has a medical condition which precludes the resident from being exposed to pesticides, the resident shall provide written verification from their physician of the resident's condition.

The resident may be required to discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals. The PHA will make good faith efforts to minimize the impact on the resident for any loss of personal property.

Timely eradication may require that residents do the following:

- Inform the PHA immediately when bed bugs or signs of bed bugs appear.
- Allow unit entry to the person (pest control operator) assisting with bed bug eradication.
- On the day the pest control operator comes to your unit, seal all your clothing and bed covers in plastic bags and wash them at the Laundromat.
- Wash all bedding and clothes in HOT water and dry on the HOTTEST setting. Do not return the clean clothing and bedding to your unit until after your unit treatment is finished.
- Bathe and wash the clothes that you are wearing. Wear only the clothes just washed.
- Repeat the washing and drying for each bedbug treatment.

The Housing Authority provides residents with a unit free from pests, rodents, or other types of bug infestations. Once a bed bug infestation is discovered the Housing Authority will act quickly to keep the infestation from spreading and may temporarily provide the resident with lodging that is infestation free. The Housing Authority will investigate the infestation in order to determine the likely source of the infestation.

Each resident is in control of their unit. Bed bugs are brought into the unit by the host, typically either the resident, their guest(s) or through used clothing or furniture. The costs incurred to clear the unit of these bugs will be borne by the resident.

Page 9-21  
(Added)

**R. SCREEN DOORS**

This procedure encompasses Housing Authority property that consists of 3 (three) units or less. The resident, through the site manager, may request a screen door for the unit they live in. The resident will be responsible for the purchase and installation cost as well as the ongoing maintenance of the door. Specific screen doors have been approved by the Agency and a flyer indicating the make

and model of the doors must be provided to the resident. No screen doors may be installed without management approval (see Screen Door policy). Only screen doors installed by PHA will be repaired. Unauthorized installations will result in tenant charges for screen door removal costs.

Page 9-22  
(Added)

#### **U. PARKING**

Residents are required to park only in designated areas, and ensure that guests and visitors do not park in parking areas of other residents and abide by parking policies adopted by the PHA (see *Parking Policy*). Residents are to refrain from driving, or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this lease. In multi unit developments, vehicles must be parked front end in first, not backed in. No washing of vehicles on property. The use of running water, electricity or extension cords is prohibited in parking lots and/or designated parking spaces.

### **CHAPTER 10: PET POLICY**

Page 10-1  
(Added)

#### **REASONABLE ACCOMMODATION FOR ASSISTANCE ANIMALS**

Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals often referred to as assistance animals, service animals, support animals or therapy animals provide disability related functions including, but not limited to guiding visually impaired individuals, alerting hearing-impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures and providing emotional support to persons who have a disability related need for such support.

Animals do not necessarily have to be formally trained to qualify as assistance animals however the animal must actually perform the assistance or provide the benefit needed by the person with the

disability. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to certain portions of the PHA Pet Policy. There is no pet deposit for approved assistance animals.

Household members with documented disabilities are exempt from pet deposits, provided the exemption is requested. All other residents requesting exemption from the pet deposit requirement must request a verification of the need for reasonable accommodation for an assistance animal, which must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on a *Verification of Need for Reasonable Accommodation* form. The PHA will consider all requests for reasonable accommodation.

An animal qualifies as a reasonable accommodation if:

- An individual has a disability, as defined in the Fair Housing Act or Section 504
- The animal is needed to assist with the disability
- The individual who requests the accommodation demonstrates that there is a relationship between the disability and the assistance that the animal provides

All provisions of the *Lease and Pet Policy/Agreement* regarding the responsibilities of pet owners to control the animals, maintain the premises in clean and sanitary condition, and ensure that their animal does not interfere with any neighbors right to enjoy the premises in a safe and peaceful manner that apply to all residents.

Page 10-3  
(Added)

### **C. ADVANCE PERMISSION, REGISTRATION, AND PET DEPOSITS**

Permission to keep a pet is granted at the PHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the PHA, register the pet by complying with the

requirements of the *Pet Policy/Agreement*, pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. The pet deposit for Elderly/Disabled families is the greater of fifty dollars (\$50) or one month's rent. The pet deposit for all other families is the greater of two hundred dollars (\$250) or one month's rent. All pet deposits must be paid (or make arrangements to pay) prior to the presence of the pet.

The pet deposit for dogs and cats is two hundred fifty dollars (\$250). No pet deposit is required for birds, fish, or rodents/other.

**Only common household pets will be allowed.** These include dogs, cats, fish, birds, rabbits, and rodents such as guinea pigs and hamsters. Residents may be permitted to have two (2) pets, but may not have two dogs or two cats.

**Dogs:** Dogs are limited to no more than one dog in any dwelling unit, and are limited to a maximum adult weight of twenty-five (25) pounds as documented by a veterinarian. Assistance animals may be exempt from this restriction with PHA approval.

Page 10-6  
(Added)

**PUBLIC APPROPRIATENESS:**

- Animal is clean and does not have a foul odor.
- Animal does not urinate or defecate in inappropriate locations.

**BEHAVIOR:**

- Animal shall not make unsolicited contact with members of the general public.
- Animal's conduct does not disrupt the normal course of business.
- Animal works without unnecessary vocalization.
- Animal shows no aggression toward people or other animals.
- Animal does not solicit or steal food or other items from the general public.
- ADA that substantially impairs one or more major life functions.

- Animal obeys the commands of its handler.
- Animal must be able to lie quietly beside the handler without blocking aisles, doorways, etc.
- Animal stays within 24" of its handler at all times unless the nature of a trained task requires it to be working at a greater distance.

## CHAPTER 11: RECERTIFICATIONS

Page 11-1  
(Added)

### A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- Qualify as a family as defined in this policy
- Are in full compliance with the obligations and responsibilities described in the dwelling lease
- Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents
- Compliance with the Community Service requirements
- **Compliance with the recertification requirements**

Page 11-3  
(Added)

### REQUIREMENTS TO ATTEND

All family members over the age of 18 must attend the annual recertification.

### FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY

**If any adult family member** does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment.

If any adult family member fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will terminate tenancy for the family. In addition, if the tenant fails to provide any missing verification of income or complete forms required for the recertification, the PHA will terminate tenancy for the family.

Page 11-4  
(Deleted)

If less than thirty (30) days are remaining before the scheduled effective date of the annual recertification, the resident rent increase will be effective on the first of the month following the thirty-day notice. The tenant may receive less than a 30 day notice of rent change when the tenant is responsible for the delay in processing the recertification.

Page 11-4  
(Added)

### **C. REPORTING INTERIM CHANGES**

#### **HOUSEHOLD COMPOSITION**

Families must report all changes in household composition within fifteen (15) days to the PHA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household. For any change in household composition the Interim Recertification Policy would be used.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy would be used. The annual recertification date will not change as a result of this action.

If an adult family member will no longer live in the household they should complete an intent to vacate notice at their area office. If this

is not possible, they may be declared permanently absent by the head of household. The request to remove a household member must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member wants to return to the household. Prior to their return to the household the family must fill out a request to add form, and it must be approved by the PHA. Criminal background checks will be obtained for both new and returning adult family members.

Page 11-8  
(Added)

#### **FOSTER CARE AND ABSENCES OF CHILDREN**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child(ren), the child(ren) will be considered permanently absent from the unit and the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the PHA of all changes in household composition within (15) days between annual recertifications.

### **CHAPTER 13: COMPLAINTS, GRIEVANCES AND APPEALS**

Page 13-4  
(Added)

#### **D. FORMAL HEARING PROCEDURES FOR RESIDENTS**

The PHA must provide participants with the opportunity for a formal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA subsidy standards
- Determination to terminate a family's FSS contract, withholds supportive services, or proposes forfeiture of the family's escrow account.
- Termination of assistance under a **14/3 Day non-payment notice** or **30 Day Notice**

When a tenant is served a **14/3 Day Non-Payment Notice** or a **30 Day Notice of Termination of Tenancy**, the resident will be entitled to request a Formal Hearing **after they have complied with the informal settlement conference requirement**. The PHA will provide the opportunity for a formal hearing before termination of assistance except when the expedited formal hearing procedures are invoked due to the nature and seriousness of the reasons that led up to the lease termination.

#### **REQUEST FOR A FORMAL HEARING**

In order to request a formal hearing, except for good cause, the complainant must personally present a grievance orally or in writing to the resident's housing office no later than the number of days from the date of the PHA's notice of action or seven (7) days from receipt of a Notice of Summary of Discussion from the informal **settlement of grievance meeting**, if one was held. The written request shall specify:

### **CHAPTER 14: FAMILY DEBTS TO THE PHA**

Page 14-1  
(Added)

#### **A. PAYMENT AGREEMENT FOR FAMILIES**

A payment agreement is a document entered into between the PHA and a person who owes a debt to the PHA. It contains details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. **The PHA has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures.**

The maximum length of time the PHA will enter into a payment agreement with a family is twelve (12) months, unless otherwise specified **and approved by a PHA.**

The minimum monthly amount of monthly payment for any payment agreement is ten dollars (\$10).

- 1. The sum of the past due charge(s) shall be in addition to any current monthly rent due by the resident. The Authority shall collect a fee in accordance with the Authority's Schedule of Fees and Charges anytime a check is not honored for payment.**
- 2. If resident fails to make any payment of past due charges, as provided in the paragraph above, the remaining amount shall become immediately due and payable and an eviction complaint may be filed.**
- 3. Resident waives any statute of limitation, which would normally apply to restrict the Housing Authority's ability to collect past due late fee(s) / other charge(s).**

Page 14-3  
(Added)

**C. Debt owed to Public Housing Agencies and terminations**

The following information is collected about each member of the household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/or change in family composition) or other charges such as damages, utility charges, etc.) and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

## **CHAPTER 16: VIOLENCE AGAINST WOMENS ACT**

Page 16-2  
(Added)

### **D. HUD APPROVED CERTIFICATION**

For each incident that a person is claiming as abuse, the person shall certify to PHA, owner or manager their victim status by completing a HUD approved certification form (form HUD-50066).