

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**



**RALEIGH HOUSING AUTHORITY**

Effective January 1, 2025

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## **1.0 INTRODUCTION**

This Admissions and Continued Occupancy Policy (ACOP) defines the Raleigh Housing Authority's (RHA) policies for the operation for the public housing program, incorporating Federal, State and local laws. Should Federal laws or regulations change during the time frame covered by this policy, those changes will be effective thirty days from the date of passage. If there is any conflict between this policy and laws/regulations, the laws and regulations will prevail. All issues related to public housing not addressed in this ACOP are governed by federal regulations, The United States Department of Housing and Urban Development's (HUD) handbooks and guidebooks, notices and applicable state and local laws.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives, known as public housing. There have been many changes to the program since its inception in 1937. The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created HUD, who writes and publishes regulations in order to implement public housing laws enacted by Congress. Public housing is funded by the federal government and administered by RHA with jurisdiction within Raleigh.

HUD contracts annually with RHA through an Annual Contributions Contract (ACC) to administer its programs in accordance with HUD regulations and provides an operating subsidy to RHA. In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed Public Housing Authorities more remedies to replace or revitalize severely distressed public housing developments.

Unlike the voucher program, conventional public housing does not guarantee the applicant or resident the opportunity to choose where they will receive their federally subsidized housing assistance. The housing subsidy is tied to the unit and not to the resident. The HUD Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context. Regulations, handbooks and this policy depending on the context, will refer to the Housing Authority of the City of Raleigh as the public housing agency (PHA), the landlord, the housing authority (HA) and Raleigh Housing Authority.

## **2.0 ORGANIZATION AND STRUCTURE**

PHAs are governed by a board of officials that are generally called "commissioners." RHA refers to the "Board of Commissioners" or the "Board" when discussing its board of governing officials. Commissioners are appointed by the City of Raleigh's Mayor. In accordance with state housing law commissioners generally serve for a specific term in



the same capacity as the directors of a corporation. The Board of Commissioners establishes policies under which RHA conducts business and ensures that those policies are followed by agency staff. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability and success. Formal actions of RHA are taken through written resolutions, adopted by the Board and entered into the official records of RHA.

The principal staff member of RHA is the Chief Executive Officer (CEO), who is selected and hired by the Board. The CEO oversees the day-to-day operations of RHA and is directly responsible for carrying out the policies established by the Board of Commissioners. The CEO's duties include hiring, training, and supervising the agency staff, as well as budgeting and financial planning for the agency. Additionally, the CEO is charged with ensuring compliance with federal and state laws, and program mandates.

### **3.0 MISSION STATEMENT**

The mission of RHA is to provide safe, quality, affordable housing to low and moderate income families in the greater Raleigh community; and to promote personal responsibility and self-sufficiency of residents while maintaining the fiscal integrity of the agency.

### **4.0 COMMITMENT TO ETHICS AND SERVICE**

As a public service agency, RHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide quality service, RHA resolves to:

- A. Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served;
- B. Provide decent, safe, and sanitary housing in good repair – in compliance with program uniform physical condition standards – for extremely-low to low-income families;
- C. Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals;
- D. Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human service needs;
- E. Promote fair housing and the opportunity for extremely-low to low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds,

and with all types of disabilities, to participate in the public housing program and its services;

- F. Create positive public awareness and expand the level of family and community support in accomplishing RHA's mission;
- G. Attain and maintain a high level of standards and professionalism in day-to-day management of all program components; and
- H. Administer efficient, high-performing programs through continuous improvement of RHA's support systems and commitment to our employees and their development.

## **5.0 ABOUT THIS POLICY**

### **5.1 PURPOSE**

The purpose of the ACOP is to:

1. Establish standard policies for RHA staff to follow in determining eligibility for admission and continued occupancy consistently and fairly.
2. Provide an ongoing training document for both experienced and newly hired staff.
3. Provide answers to the Public Housing Program questions including those that are beyond the scope of the Federal Regulations.
4. Provide RHA clients and other members of the public with a basis for RHA decisions.

### **5.2 UPDATES**

RHA will review this Policy on an annual basis or as needed to reflect changes in applicable laws, regulations, federal guidance or in Agency operations. RHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how any changes to the program rules affect them.

Proposed changes to the ACOP will be:

- A. Provided to residents and the public for review and comment;
- B. Presented to the Resident Advisory Board;
- C. Voted on for approval by the Board of Commissioners;
- D. Provided to HUD through inclusion with the Agency's annual PHA Plan; and

- E. Posted in prominent places throughout RHA’s administrative building, Property Management offices, and website.

## **6.0 PUBLIC HOUSING PROGRAM RESPONSIBILITIES**

### **6.1 HUD RESPONSIBILITIES**

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress,
- Allocate operating subsidies to PHAs,
- Allocate capital funding to PHAs,
- Provide technical assistance to PHAs on interpreting and applying program requirements, and
- Monitor PHA compliance with program requirements and PHA performance in program administration.

### **6.2 HOUSING AUTHORITY RESPONSIBILITIES**

The PHA’s responsibilities originate in federal regulations and the ACC. The PHA owns and manages public housing developments, administers the program under contract with HUD and has the following major responsibilities:

- Ensure compliance with all non-discrimination, equal opportunity, and fair housing laws, and ensure that the program is accessible to persons with disabilities,
- Establish local policies and procedures for operating the program,
- Accept applications from interested applicant families and determine whether they are income eligible for the program,
- Maintain waiting list and select families for admission,
- Screen applicant families for suitability as renters,
- Maintain housing units by making any necessary repairs in a timely manner,
- Make unit offers to families (minimize vacancies without overcrowding),
- Maintain properties to the standard of decent, safe, sanitary, and in good repair (including assuring compliance with uniform physical conditions standards),
- Make sure the PHA has adequate financial resources to maintain its housing stock,
- Perform regular reexaminations of family income and composition in accordance with HUD requirements,
- Collect rent due from the assisted family and comply with and enforce provisions of the Lease,
- Ensure that families comply with program rules,
- Provide families with prompt and professional service, and

- Comply with HUD regulations and requirements, the Annual Contributions Contract, HUD approved applications for funding, the PHA's ACOP, and other applicable federal, state and local laws.

### 6.3 RESIDENT RESPONSIBILITIES

The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

- Comply with the terms of the lease and PHA house rules, as applicable,
- Provide the PHA with complete and accurate information, determined by the PHA to be necessary for administration of the program,
- Cooperate in attending all appointments scheduled by the PHA,
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice,
- Take responsibility for care of the housing unit, including any violations of NSPIRE standards caused by the family,
- Not engage in drug-related or violent criminal activity,
- Notify the PHA before moving or termination of the lease,
- Use the assisted unit only for residence and as the sole residence of the family (not sublet the unit or assign the lease),
- Promptly notify the PHA of any changes in family composition,
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs, and
- Take care of the housing unit and report maintenance problems to the PHA promptly. If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

### 7.0 FAIR HOUSING

RHA promotes fair housing and the opportunity for all extremely-low to low-income families to participate in the public housing program and its services. RHA will 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. As of the latest review of this policy, The Fair Housing Act prohibits housing discrimination because of someone's:

- Race,
- Color,
- National Origin,
- Religion,
- Sex including gender identity and sexual orientation,
- Familial Status including families with children, pregnant individuals and those adopting a child, or
- Disability Status including physical and mental impairments.

## 7.1 DISCRIMINATION COMPLAINTS

If an applicant or resident believes that they or any family member has been discriminated against by RHA, the family should immediately advise RHA's Section 504 Compliance Officer in writing. Complaints may be submitted to Laura McCann at the following locations:

- By mail at 900 Haynes Street, Raleigh, NC 27604;
- By fax at (919) 831-6160; and
- By email at [lmccann@rhanc.gov](mailto:lmccann@rhanc.gov).

RHA will conduct an investigation into all allegations of discrimination and will attempt to remedy discrimination complaints made against RHA. RHA will make every reasonable attempt to determine whether the assertions have merit and take any warranted corrective action. In addition, RHA is required to provide the applicant or resident with information about how to file a discrimination complaint [24 CFR 982.304].

## 8.0 COMMUNICATION

RHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them. The Housing Authority reserves the right to communicate with applicants and residents in a variety of ways including both orally and in writing. Applicants and residents are responsible for providing current contact information to staff including a valid address, phone number and email address to be used for communications.

The Housing Authority utilizes the US Postal Service for the delivery of mailed correspondence, however RHA is not responsible for the timely delivery of mail. Failure to respond to communication efforts from the Housing Authority may result in removal from the appropriate waiting list/program. Items returned to RHA by the US Postal Service will signify a disinterest in the program and in the case of applicants, no further correspondence will be mailed to that address.

## 8.1 MARKETING AND INFORMATIONAL MATERIALS

The Housing Authority promotes positive public awareness and community support in order to expand housing and resources available to program participants. RHA will provide marketing and information materials as needed to maintain an adequate application pool representative of the eligible population in the area. These materials will:

- A. Comply with Fair Housing Act requirements including on wording, logo, font size, etc.;
- B. Accurately describe housing units, applications, waiting lists, and eligible populations as needed;

- C. Be provided to individuals, populations, and partnering agencies in a way to serve and advocate for extremely-low to low-income households; and
- D. Be written as clearly and simply as possible.

## 8.2 MEETINGS

Applicants and residents may be asked to meet with staff at various times while conducting business with RHA. These meetings may occur under different names including but not limited to: orientations, appointments, meetings, reviews, conferences, etc.

For the convenience of both the RHA and those it serves, RHA can exercise the option to meet in-person, by video conference, over the phone or other methods due to environment hazards, health and safety situations, weather conditions or for other good cause reasons.

## 8.3 ELECTRONIC DOCUMENTS AND SIGNATURES

Electronic documents and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures. RHA will not deny the legal effect or enforceability of a document because it is in electronic form. RHA will accept scanned or electronic documents to verify program information. If at any time, staff has reason to believe that documents have been altered or contain fraudulent information, additional documentation may be requested to verify program information.

## 9.0 FRAUD

HUD and RHA place a high priority on preventing fraud. RHA uses computer verification/matching opportunities with federal, state and local government agencies to verify household income. If at any time a resident fails to report total family income within thirty (30) days of a change, or if an application or recertification form contains false or incomplete information, the resident may be:

- Evicted from the unit;
- Required to repay all overpaid rental assistance received;
- Fined up to \$10,000;
- Imprisoned for up to 5 years; and/or
- Prohibited from receiving future assistance.

## 10.0 REASONABLE ACCOMMODATION

RHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of RHA's programs, services and activities. Therefore, a reasonable

accommodation or modification may be made by or on behalf of an individual with a disability. When requests 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.

Reasonable accommodations can be made for any program applicant or participant. RHA will determine whether the requested accommodation enables the individual to access or use the Housing Authority's programs or services. To ensure that the accommodation will sufficiently address the disability related barrier, RHA retains the right to interact with the requestor throughout the process including asking for examples or demonstrations of the barrier and how it is being experienced by the person with disabilities. There is no limit to the number of requests made by or on behalf of an individual with disabilities. Requests may be approved on a temporary or permanent basis.

## 10.1 LEGAL AUTHORITY

Reasonable accommodation requirements are based on prevailing statutes and regulations including: Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968; and the Architectural Barriers Act of 1968; and other relevant Federal, State and local laws. Should laws or regulations covered change, then changes will be effective thirty days from the date of passage. In the event there is a conflict between procedures and laws/regulations, the laws and regulations will prevail.

## 10.2 DEFINITIONS AND LIMITATIONS

The definition of a person with disabilities is different for reasonable accommodations than the definition used for admission.

*Person with disabilities:* 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.

*Reasonable accommodation:* A change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to participate in or take full advantage of a program or service, or to use and enjoy a dwelling, including public and common use spaces.

*Reasonable modification:* A structural change to a unit or common space that may be necessary to overcome a disability related barrier.

There are certain limitations to afforded disability protections. Individuals with disabilities may be excluded from disability protections, including reasonable accommodations, in the following instances: the disability is based solely on current

illegal use of controlled substances or alcohol, sex offender status, or the disability poses a direct threat or substantial risk of harm of others.

Federal laws classify marijuana as an illegal substance and nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. RHA does not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program.

### 10.3 REQUESTS FOR REASONABLE ACCOMMODATION

The reasonable accommodation process begins when it is made known to staff that an individual with a disability is experiencing a barrier in receiving full benefits or access to an RHA program, service or activity. This notification may come in different forms, including a specific request for a change or a complaint. All individuals will be treated equally and RHA will not assume that an individual is experiencing a disability related barrier prior to that information being disclosed to staff.

The Housing Authority encourages requests be made in writing using RHA's reasonable accommodation request form. Staff can provide assistance with completing this form upon request. While it is RHA's preference to have requests submitted in writing via the request form, it is not mandatory and all requests will be considered any time it is indicated that an accommodation is needed. Failure to utilize the preferred form will not exclude the request from being reviewed nor will it result in an automatic denial. Decisions to grant or deny requests for reasonable accommodations may be made in writing.

Applicants and residents may contact RHA's Central Administrative Office at (919) 831-8300 or at [info@rhaonline.com](mailto:info@rhaonline.com); the appropriate Property Management office, including office of private management companies acting on behalf of RHA; or Section 504 Compliance Officer Laura McCann directly at (919) 508-1304 or at [lmccann@rhanc.gov](mailto:lmccann@rhanc.gov) to request the accommodation/modification or to seek more information regarding requests.

### 10.4 REVIEWING ACCOMMODATION REQUESTS

In order to review a request, RHA may request disability-related information when it:

- Is necessary to verify a person meets the definition of disabled;
- Describes the needed accommodation; or
- Shows relationship between disability and need for requested accommodation.

This information can be provided in a variety of ways and typically comes in the form of a letter from a third-party provider. Letters should include the requestor's name, the relationship of the provider with the requestor, their knowledge of the disability, and their



professional opinion on the need for the accommodation. Letters may be submitted by third party providers including physicians, medical team members, non-medical agencies, peer support group officials, or other reliable third party in a position to know about the individual's disability.

The Housing Authority will not inquire as to the diagnosis, nature, severity or treatment of a disability. However, staff must confirm and/or verify specifics related to the disability and the request. Staff will do this only to the extent necessary to review the request so that a determination can be made for approval or denial. Should staff already have documentation, verification, or knowledge of one or more criteria, or if the need is physically obvious, then no further verification is needed.

When completing the review process, staff will evaluate requests on a case-by-case basis to determine and/or verify:

- A. *Disability status.* Requests must be made by or on behalf of a person with disabilities. The Housing Authority will obtain verification of the disability if the disability is not readily apparent or documented.
- B. *Necessity and Nexus.* A nexus must exist between the disability and the requested accommodation or modification in order to be considered for approval. This nexus must demonstrate that equal use and enjoyment has been diminished in direct connection to the disability, and that the request is necessary in order to remove or relieve the barrier posed by the disability. The Housing Authority will obtain verification that the request is necessary due to the disability if the nexus or need is not readily apparent.
- C. *Reasonability.* Requested accommodations must be considered reasonable in order to be approved. Requests will not be considered reasonable if the accommodation constitutes a fundamental alteration to RHA's business, or it creates an undue financial hardship or administrative burden.
- D. *Legality and safety.* Requests must not violate any laws, regulations, building codes, manufacturer guidelines, or negatively affect the safety or the structural integrity of the unit or any RHA owned equipment.
- E. *Lease Requirements.* Requests for an accommodation must comply with all essential lease requirements. Requests for an accommodation that would enable a resident to materially violate essential lease terms or affect the ability of others to peacefully enjoy the premises will not be approved.

As needed, the Housing Authority will engage in an interactive process when reviewing reasonable accommodation/modification requests. There may be times where alternative accommodations are offered to the requestor as an equally effective way of addressing the disability-related needs. In these cases, proposed alternatives will be offered to the resident. If more than one accommodation is equally effective in providing access to the

Housing Authority's programs and services, RHA retains the right to select the least invasive, most efficient or economical choice. Requestors are not obligated to accept alternative accommodations if the alternative does not meet the disability needs and the requestor's preferred accommodation is reasonable.

If a request is determined to be unreasonable, unlawful, unsafe, or violates essential lease requirements, then RHA may deny the request regardless of disability status or nexus. This denial is not necessarily the end of the request process as the Housing Authority will then engage in the interactive process to determine if there are alternatives that are equally effective in overcoming the disability imposed barrier while satisfying all necessary criteria. Alternative accommodations can be approved if they satisfy all necessary requirements. In the event that no reasonable accommodation or effective alternatives can be provided that meet the criteria, then RHA may deny the request.

## 10.5 REQUEST DETERMINATIONS

RHA will make a determination regarding requests for reasonable accommodations within thirty (30) days of the date of receipt of a complete request with all necessary documentation/verification provided. The Housing Authority will provide notification of the determination to the requestor in accordance with governing RHA program policies. Occasionally, RHA may find it necessary to extend the determination period if additional information is required during the review process. In these circumstances, RHA will notify the requestor of the reason for the delay.

## 10.6 COST OF ACCOMMODATIONS/MODIFICATIONS

The cost necessary to carry out approved requests will be borne by the Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modifications, the Housing Authority may seek to have the same entity pay for any restoration costs. If more than one accommodation is equally effective in providing access to the Housing Authority's programs and services, RHA retains the right to select the least invasive, most efficient or economical choice. The Housing Authority may approve additional reasonable accommodation requests for physical modifications at the residents own expense.

## 10.7 SERVICE/ASSISTANCE ANIMALS

Service and assistance animals needed as a reasonable accommodation to assist persons with disabilities are not considered pets and are not subject to pet policies. Residents with service and assistance animals must:

1. Provide adequate care and maintenance for the animal;
2. Maintain their units and associated facilities in a decent, safe, and sanitary manner;

3. Properly pick up and dispose of all animal waste; and
4. Ensure that the animal remains in their control and does not pose a health or safety risk or disturb neighbors' peaceful enjoyment of the property.

## 10.8 RIGHT TO REVIEW

Individuals have the right to request an informal review of RHA's decision with the ADA/504 Coordinator in the event a request is denied or if they feel alternative suggestions are inadequate. Residents may exercise their right to appeal RHA's decision in accordance with the Grievance Policy in the event that the resident does not believe the informal review resolved their request. Individuals may exercise their right to appeal final grievance decisions to their local HUD office or the U.S. Department of Justice.

## 11.0 VIOLENCE AGAINST WOMEN ACT (VAWA)

The purpose of VAWA is to protect the victims of domestic violence, dating violence, sexual assault, or stalking. The protection afforded to victims of domestic violence, dating violence, sexual assault and stalking extends to all household members listed on a housing assistance application or lease agreement. RHA will comply with all local and Federal laws and requirements for domestic violence.

It is the responsibility of the applicant and the resident to immediately notify the Housing Authority that they are a victim of domestic violence. Otherwise, RHA will handle the criminal activity or other infraction as a lease or program violation. *HUD Form 50066 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, and *HUD Form 5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* will be available in each management office and the administrative offices of the Housing Authority located at 900 Haynes Street. RHA will accept other certifications in lieu of this form such as a letter from a physician, police report or signed written statement that contains the same information as requested in the HUD certification.

The following is acceptable documentation to claim the protection afforded victims of domestic violence under VAWA.

1. HUD Form 50066 or other form of self-certification;
2. Law enforcement, court or federal agency records or files;
3. Documentation from a domestic violence or sexual assault program; or
4. Documentation from a medical or other professional.

This documentation must provide contact information so that RHA may contact the provider of this information to verify its authenticity. Providers of this information also

need to understand that they may be required to testify to such information in a court of law or deposition if there are legal challenges that arise from this claim of protection.

RHA notifies applicants of their rights under VAWA at denial of or admission to public housing, and notifies residents of their rights under VAWA at every lease termination and at service of summary ejectment complaint. RHA's Applicant Orientation packet includes a copy of the HUD 5380 notice.

#### 11.1 VAWA REQUIREMENTS UNDER STATE LAW

- A. Landlord must change locks on a dwelling unit after oral or written request by the resident within 48 hours if the perpetrator is a resident of the unit, and within 72 hours if the perpetrator is not a resident of the unit.
- B. The excluded perpetrator remains liable under the Lease for rent or damages to the dwelling unit.

#### 11.2 CONFIDENTIALITY

All VAWA information provided to RHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, or sexual orientation, will be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding under subsection (1) (5) or (6) of Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); or
- C. Otherwise required by applicable law.

#### 11.3 NON-CITIZEN VAWA SELF-PETITIONER VERIFICATION

- A. Under VAWA, non-citizen victims may qualify for assistance if they have been subjected to "extreme cruelty" by their spouse or parent, who is a citizen or lawful permanent resident (LPR).
- B. Once RHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, Notice of Action, RHA will initiate verification in the SAVE system. RHA may not request any additional information from the VAWA self-petitioner other than what is required to complete the verification.

- C. After RHA completes the necessary steps in the SAVE system, RHA will receive a final determination from the SAVE system. If the VAWA self-petition is verified, an applicant is immediately eligible for housing and no evidence of battery or extreme cruelty is necessary. If only the I-130 is verified, the petitioner submitting a family-based visa petition must provide evidence to RHA of battery or extreme cruelty.
- D. If the final determination is to deny the VAWA self-petition or LPR petition, RHA must alert the petitioner and take actions according to existing requirements.

#### **11.4 PROHIBITED RETALIATION**

RHA and its staff will not discriminate against any person because of VAWA status. Prohibited retaliation include any attempts or acts to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under the housing title of VAWA.

#### **12.0 LANGUAGE ACCESS PLAN FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

RHA is committed to complying with the federal requirements of providing free, meaningful access of its services and programs to all persons. Additional and/or alternative steps may need to be taken in order to communicate effectively with Limited English Proficiency (LEP) individuals. RHA's Language Access Plan is maintained separately and outlines the process and steps that RHA may take to ensure that all persons are able to access its programs and services regardless of their ability to speak, read, write or understand the English language.

At its own expense, the Housing Authority provides housing related interpretation and translation services to applicants and residents. RHA requires at least 72 hours advanced notice in order to make the appropriate arrangements for this service. If the LEP person desires, they may use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by RHA. The interpreter may be a family member or friend.

RHA will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access to vital documents. Written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

#### **13.0 FAMILY OUTREACH**

As needed, the Housing Authority may communicate housing availability and the nature of the public housing program to others including but not limited to: service providers, newspapers, general circulations, broadcasting and social media. RHA may also inform these agencies of housing eligibility factors and program guidelines so they can make proper referrals to public housing. The objective of this effort is to develop a waiting list that is representative of our extremely-low to low-income community while maintaining maximum occupancy. A particular emphasis may be placed on attracting eligible individuals and families least likely to apply for public housing.

#### **14.0 RIGHT TO PRIVACY**

All adult members of both applicant and resident 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.

#### **15.0 REQUIRED POSTINGS**

In each of its management offices, RHA will post, in a conspicuous place and at a height easily read, the following information:

- A. Admissions and Continued Occupancy Policy
- B. Income Limits for Admission
- C. Rent Collection Policy
- D. Utility Allowance Schedule
- E. Maintenance Charge List
- F. Dwelling Lease
- G. Grievance Procedure
- H. Flat Rent Schedule
- I. Equal Opportunity Employment/Housing Poster
- J. Domestic Violence Against Women Act
- K. VAWA Emergency Transfer Policy
- L. Enterprise Income Verification
- M. Community Service Requirement

- N. Fair Housing Poster
- O. Over-Income Limits
- P. Trespass Policy
- Q. Smoke Free Housing Poster

## **16.0 TAKING APPLICATIONS**

Families wishing to apply for the public housing program will be required to complete an application for housing assistance. Electronic applications may be submitted. Assistance will be provided by requesting an appointment during regular business hours at the following locations:

- 900 Haynes Street, Raleigh, NC 27604 for conventional and incentive public housing.
- 911 North Blount Street, Raleigh, NC 27604 for the Capitol Park Incentive Community.
- 750 Bright Creek Way, Raleigh, NC 27601 for the Chavis Heights Incentive Community.
- 900 Haynes Street, Raleigh, NC 27604 for the Scattered Sites Incentive Community.
- 1256 McCauley Street, Raleigh, NC 27601 for the Walnut Terrace Incentive Community.

Applications will not be accepted for any wait lists that are not open at the time the application is received. Applications must be complete in order to be accepted by the PHA for processing. If an application is incomplete or not readable, the application will be considered void and will not be accepted. Each household should only submit one active application per wait list. Duplicates received for the same wait list will not be added to any wait list and the original application will be viewed for eligibility when it rises to the top of the wait list.

RHA's online capabilities include online submission of application for housing. Information regarding how to file an electronic application will be made available to the public via a link on the agency website. Individuals who submit applications electronically are doing so by their own choice and RHA is not responsible for any breaches of personal information that may arise out of the individual's actions.

Applications are used to compile the waiting lists. Placement on the waiting list does not indicate the eligibility for admission. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list. Due to the demand for housing in RHA's jurisdiction, RHA reserves the right to close any waiting list following the mandated procedure.

Applications will be accepted for all applicants and the time and date the application is received will be noted. Applications submitted afterhours will be marked as received effective the re-opening of business. The Housing Authority will attempt to verify all application information. Completed applications will be processed and added to the appropriate waiting list by date and time. Applications may be checked for all required documentation prior to being placed on the waiting list. Persons with disabilities who require a reasonable accommodation in completing an application may call RHA to make special arrangements. A telecommunication device for the deaf (TDD) is available. The TDD telephone number is 1-800-735-2962.

## **170 ELIGIBILITY FOR ADMISSION**

### **17.1 INTRODUCTION**

RHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

RHA must comply with all federal, state and local laws, including but not limited to nondiscrimination laws, such as laws governing fair housing and equal opportunity in housing when determining eligibility.

There are seven eligibility requirements for admission to public housing. Applicants must:

- Qualify as a family as defined by HUD and RHA.
- Have an annual income at or below HUD specified income limits.
- Meet citizenship/eligible immigrant criteria.
- Provide documentation of Social Security numbers and birth certificates for all household members.
- Sign consent authorization documents and cooperate with the timely collection of family information as provided for in RHA provided consent forms.
- Not currently be receiving a duplicative subsidy.
- Meet net asset and property ownership restriction requirements.

In addition to the eligibility criteria, families must also meet RHA screening criteria in order to be admitted to public housing. RHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or RHA. The screening process continues until the first reason for disqualification. Should that reason be overturned through appeal, the staff will continue the screening process until all required screening has been completed.

### **17.2 ELIGIBILITY CRITERIA**



A. Family status as defined in regulation 24 CFR 4.503, a group of persons residing together regardless of actual or perceived sexual orientation, gender identity, or marital status. Such group includes a single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or at risk of becoming homeless at age 16 or older; or a group of persons residing together regardless of marital status, with or without children in the household (a child who is temporarily away from the home because of placement in an official State foster care program is considered a member of the family).

1. An elderly family is defined as a family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age.
2. A near-elderly family is defined as a family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62.
3. A disabled family is defined as a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together.
4. A remaining family member is defined as the only adult listed on the Lease, still remaining in the unit, with or without children.
5. A displaced family is defined as a family that is displaced by governmental action, declared natural disaster, or under formally recognized federal disaster relief laws.

A family also includes two or more individuals who are not related by blood, marriage, adoption or other operation of law, but who can either demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family. Each family must identify the individuals to be included in the household at the time of application, and must update this information if the household's composition changes.

B. Live-In Aide

A live-in aide is a member of the household, not the family, who is not obligated for the financial support of the person(s) needing the care, and who would not be living in the unit except to provide the necessary supportive services. Relatives may be approved as live-in aides if they meet all the criteria defining a live-in aide.

A family's request for a live-in aide must be made in writing. Staff may require a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker provide written verification that the live-in aide is essential for the care and well-being of the elderly, near-elderly or disabled family member. RHA will not require annual verification of need for live-in aide if the need is based on a permanent disability.

Residents must provide their Property Manager the proposed live-in aide's name and all necessary documentation to be screened for program eligibility. Live-in aides will be added to the household and will receive housing only as long as the individual needing supportive services requires services and remains a resident. Families with a live-in aide are subject to the occupancy standards found later on in this Policy. Aides must agree to sign the Live-In Aide Affidavit prior to being added to a household.

The requested live-in aide must not have: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) left owing rent or other amounts to RHA or another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Live-in aides are not considered residents and do not have resident rights. Aides do not qualify as family members, cannot be converted to a family member, nor are they eligible to continue receiving the housing assistance should the family no longer receive program assistance.

A live-in aide who is an applicant to the housing program may not be approved for his/her own housing unit while maintaining a bedroom in the housing unit of another resident. Once an applicant who is residing as a live-in aide with an existing resident is approved to receive his/her own low income or subsidized housing they must immediately be removed from the residence of the existing housing program resident.

### C. Income Eligibility

HUD establishes income limits by family size for the area in which each PHA is located. These income limits are used to determine the family's eligibility for the program and are published annually in a HUD Notice. To be eligible for public housing, a family must have an annual income that is no more than the low income limit for the jurisdiction, generally 80 percent of area median income. Income and net family assets of 'household' members are excluded when determining income eligibility; however, 'household' members are considered for purposes of unit size and subsidy standards.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50,

or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes. HUD also publishes over-income limits annually, but these are not used at admission.

1. Annual income at the time of admission that does not exceed the income limits for occupancy established by HUD and posted separately at RHA.
2. A family cannot be admitted to the public housing program from another assisted housing program or from a public housing program operated by another housing authority without meeting the income and other requirements of RHA.
3. Income limit restrictions do not apply to families transferring within RHA's public housing program.
4. Excluding elderly or disabled persons, to be considered for communities with work requirements, the family head, co-head, or spouse must be working - as defined as at least 30 hours per week. Consideration will be given to applicant's who do not meet the current definition of full time work due to a verifiable change of employment due a federally declared disaster including COVID-19.

D. Income Targeting

At least 40 percent of new admissions to public housing in the PHA fiscal year must be "extremely low income" (ELI) families with annual incomes at or below 30 percent of the area median income.

E. Citizenship/Eligibility Status

In order to receive assistance, a family member must be a U.S. citizen or an eligible non-citizen. Individuals who are neither may elect not to contend their status. Eligible non-citizens are persons who are in one of the immigrant categories specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined. (24 CFR 5.508)

1. **Mixed Families:** A family is eligible for assistance as long as at least one member is a citizen or eligible non-citizen. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

2. Non-eligible members: Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
3. Non-citizen students: As defined by HUD in the non-citizen regulations, non-citizen students, even those with eligible immigration status, are not eligible for assistance (24 CFR 5.522)

Each eligible family member must sign a declaration of their citizen status. Eligible non-citizens also must provide supporting documentation as required by HUD. For new occupants joining the resident family, RHA will verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first. Family members who do not sign a declaration of their status or provide the required supporting documentation will be considered ineligible non-citizens.

Documentation must be submitted no later than the date of the eligibility determination. If an individual qualifies for a time extension for the submission of required documents, RHA will grant such an extension for no more than 30 days (24 CFR 5.508 (h)). Each family member is required to submit evidence of eligible status only one time during continuous occupancy. RHA will verify the status of applicants at the time other eligibility factors are determined.

#### F. Social Security Number Documentation

RHA requires applicants and program participants to disclose and document the Social Security Numbers (SSNs) of all family members, except ineligible non-citizens, as a condition of admission and continued assistance. The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from the Social Security Administration that establish and provide the number. RHA may not reject the provided documentation unless:

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

Families are required to provide verification of social security numbers for all family members. This requirement also applies to persons joining the family after admission to the program. This process occurs only one time for each family member, at time of admission and when family members are added to an assisted family, unless a family member has been issued a new SSN or it has determined that a previously disclosed SSN is invalid.

When adding a new household member under the six years of age who does not have an SSN, the participant must disclose and document the SSN for the new member within 90 days of the child's addition to the household. RHA may add

the child to the assisted household pending submission of the SSN and the family will receive all associated benefits and deductions.

Failure to furnish verification of social security numbers within thirty (30) days of request is grounds for denial or termination of assistance. Elderly and/or disabled persons must provide verification within sixty (60) days. At RHA's discretion, a onetime grace period of up to ninety (90) days may be extended to obtain the required documents if the applicant's failure to comply was due to circumstances that could not have been reasonably foreseen and were outside the applicant's control. RHA may accept a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if all other attempts to obtain the required documentation has been exhausted. If verifying an individual's SSN using this method, RHA must document why the other SSN documentation was not available.

G. Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head, co-head, and spouse regardless of age, must sign both HUD consent form 9886 and the Housing Authority's Authorization for Release of Information form, Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. The consent forms remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent. Family acknowledges revoking consent for the PHA to collect information relevant to eligibility may result in denial and/or termination of housing assistance.

H. Utility Authorization

To be eligible, applicants may be required to provide written proof from utility companies verifying that lights, water and gas services can be connected in their name. This may be required for all resident-paid utilities prior to an applicant receiving unit keys and at any time during the lease period.

I. Verification of Custody of Minor

A statement from the court, a professional such as a social worker or attorney will be acceptable verification for legal custody of a minor. Additionally, proof of legal guardianship listed on the minor's health and human services benefits or school records is acceptable verification until legal custody is established.

J. Criminal Records

To be eligible, applicants must not have any criminal convictions that are in non-compliance with RHA's admissions and occupancy standards. Applicants should

notify RHA staff of any criminal convictions directly related to disability status so that reasonable accommodations may be considered. Should it be determined that an applicant has a pending court case, RHA will delay any adverse admissions based on the pending incident until the individual has provided proof of a final court ruling or disposition. The burden of proof to provide the Housing Authority with any pending court documentation or court rulings will fall on the applicant.

#### K. Guests

A guest, defined as a person not on the lease and is temporarily staying in a unit with the consent of the head of household or other household members, is not considered a family member. A guest should not remain overnight in the unit for more than three (3) nights during any sixty (60) day period. Individuals will not be allowed to stay in a unit as a guest if:

1. The resident household does not consent to having the individual in their unit;
2. The visitation violates any local housing ordinances;
3. The individual has exceeded the allowed time limit; or
4. The individual has been trespassed from RHA property or is currently on the Trespass List.

A family may request an exception to this policy for good cause reasons as determined by the PHA. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50% of the time, are not subject to the time limitations of guests described above.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes a violation of the lease.

#### L. Verification Hardship

Individuals that are unable to provide eligibility documentation within the specified timeframe may request an extension for hardship. Requests will be

viewed on a case-by-case basis and the determination will be at the discretion of the Housing Operations Director.

### 17.3 SUITABILITY

- A. Applicant family suitability will be evaluated to determine whether, based on their past and recent behavior, they could reasonably be expected to comply with the public housing Lease. The Housing Authority may look at past conduct as an indicator of future conduct. Emphasis will be placed on the anticipated effect that a family's admission could reasonably be expected to have on the community, other residents, Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will only be denied admission if they fail to meet the suitability criteria.
  
- B. The Housing Authority may consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting housing related financial obligations, especially subsidized rent or utilities;
  - 2. Ability to maintain 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 residents;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including violent or drug-related criminal activity;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal Housing Assistance Program;
  - 6. Current use or abuse of drugs and/or alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
  - 7. Ability to demonstrate or conduct themselves in a cooperative manner with staff and the community; and
  - 8. Having committed crimes which require a household member to be listed as a registered sex offender in any state at the time of eligibility screening.
  
- C. The Housing Authority may ask applicants to provide information demonstrating their ability to comply with the specific elements of the Lease. The Housing Authority will verify the following reports to ensure applicants are eligible for assistance:

1. A credit check on all adult household members;
2. A rental history check of all adult household members;
3. A national criminal background check on all adult household members, including live-in aide;
4. A check of the Sex Offender Registration Program for each adult household member, including live-in aide. No individual registered with this program will be admitted to public housing; and
5. A Enterprise Income Verification report on all adult household members.

D. Obtaining Information from Drug Treatment Facilities

RHA may obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when RHA has determined that the family will be denied admission based solely on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

Any charges incurred by RHA for information provided from a drug abuse treatment facility will not be passed on to the applicant or tenant and RHA will abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

#### 17.4 GROUNDS FOR APPLICATION DENIAL

Applicants may be denied public housing assistance for violations of the program requirements that are identified as grounds for denial of assistance. The Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria as stated in Section 16.2;
- B. Do not supply information or documentation required in a timely manner;
- C. Fail to provide current contact information including a valid mailing address;
- D. Have failed to respond to a written request for information or who failed to declare their continued interest in the program;
- E. Have a history of not meeting financial obligations, especially subsidized rent;



- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of themselves or other residents;
- G. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property or any other criminal activity including violent drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;
- H. Have a history of disturbing neighbors or destruction of property;
- I. Currently owe rent or other amounts to any housing authority in connection with their subsidized housing programs;
- J. Have committed fraud, bribery or any other corruption in connection with any Federal program, including the intentional misrepresentation of information related to their housing application or benefits derived from misrepresentation;
- K. Have a previous violent or drug related misdemeanor offense within five years and/or felony offense within the seven years directly preceding eligibility screening;
- L. Were evicted from assisted housing within the seven years directly preceding eligibility screening because of a felony charge or drug-related criminal activity involving 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;
- M. Are illegally using a controlled substance or are abusing alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if the applicant has successfully completed a supervised drug or alcohol rehabilitation program within the six months directly preceding eligibility screening;
- N. Were charged for property damages or list a household member who was charged for property damages in excess of \$1,000 from any previous landlords within the five years directly preceding eligibility screening;
- O. Have at any time displayed abusive, harassing or violent behavior towards any RHA staff, residents, or members of RHA Board of Commissioners within the five years directly preceding eligibility screening;
- P. Were evicted from RHA for non-payment of rent or poor housekeeping within the three years directly preceding eligibility screening;

- Q. Have a family household member who has been terminated under the voucher program within the three years directly preceding eligibility screening;
- R. List a household member who is currently trespassed from Raleigh Housing Authority's property;
- S. Intentionally provided RHA with fraudulent information during the application process within the three years directly preceding eligibility screening;
- T. List any household member who has been convicted of manufacturing or producing illegal drugs. Such applicants will be denied for life;
- U. List any household member who has a lifetime registration under a State Sex Offender Registration Program;
- V. Have a consistent pattern of criminal offenses within the three years directly preceding eligibility screening;
- W. Conduct themselves in a manner that would likely interfere with other residents' peaceful enjoyment of the premises, or adversely affect other residents' health, safety, or welfare;
- X. List any persons convicted of voluntary manslaughter or murder. The person(s) convicted will be denied for life;
- Y. Apply for incentive communities and fail to meet additional screening criteria;
- Z. Committed fraud with any federal, state or local program within the seven years directly preceding eligibility screening;
- AA. Were evicted from RHA as result of a District Court summary ejectment within the five years directly preceding eligibility screening; and
- BB. Have net family assets that exceed the HUD-published asset limitation amount as adjusted annually (\$100,000 for 2024, \$103,200 for 2025) or own real property deemed suitable for the family to live in and/or the family has effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

RHA may review denials and offer hardship exemptions for obligations that could be estimated to be remedied by entry into the subsidized housing program. Hardship exemption requests will be reviewed on a case-by-case basis and when requested by the applicant household.

## 17.5 REMOVAL OF FAMILY MEMBER'S NAME FROM APPLICATION

Should the screening process reveal that an applicant's household includes an individual that results in a household being ineligible to participate in the program, RHA may allow the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, then RHA must deny admission to the family [Notice PIH 2012-28].

For criminal activity, RHA may permit the family to exclude the culpable family members as a condition of eligibility. As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member's current address upon request.

#### 17.6 NOTIFICATION OF DENIAL

If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will provide the applicant with a formal notice of the determination. The notice will contain the reason(s) for the denial and information that the applicant can request an informal review. VAWA requires that RHA inform an applicant of the protections against denial that VAWA provides when RHA sends a notice of denial.

#### 17.7 DENIALS CAUSED BY DOMESTIC VIOLENCE STATUS

Applicants may be denied due to factors that on the surface appear unrelated to domestic violence, dating violence, sexual assault, or stalking, but are in fact a direct result of the fact the applicant was a victim. Adverse factors which would ordinarily be grounds for denial under RHA policy such as poor rental history, a criminal record, or failure to pay rent may be tied to the applicant's status as a victim.

While RHA is not required to independently identify whether a denial is a direct result of domestic violence, dating violence, sexual assault, or stalking, by informing all applicants of their rights under VAWA as part of the notice of denial, the applicant may be able to inform RHA of their status as a victim. RHA may request additional supporting documentation in accordance with RHA policies. RHA will make an objectively reasonable determination based on all circumstances whether the adverse factors are a direct result of the applicant's status as a victim. If the denial is required by federal statute, such as the requirement to deny an applicant who is registered under a state lifetime sex offender registration requirement, RHA must comply with the statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking.

#### 17.8 INFORMAL REVIEW OF DENIAL

RHA will notify applicants determined to be ineligible for admission and will provide an opportunity for an informal review on the denial determination. Applicants must file a

request for an informal review within ten (10) calendar days of notification of denial. While it is RHA's preference to receive an informal review request in writing, a verbal request for a review will be considered if it is made to staff within the appropriate time frame.

Once a timely written request for an informal review has been received, staff conducts a review of the denial and any documentation that the applicant may provide as proof that the decision should be overturned. Applicants have an obligation to inform RHA of pending court cases that may impact program eligibility. Applicants who provide documentation of a pending court case will be held as a pending file until a final disposition is received and submitted to RHA. All applications will be denied if the applicant or household member is found to have a conviction in violation of RHA's eligibility criteria.

Notice of the informal review determination will be sent to the applicant and the file will be either:

1. Reinstated for processing and placement on the waiting list if the prior determination is reversed; or
2. Remain as a withdrawn application if the prior determination is upheld.

If the applicant does not produce adequate documentation to warrant being reinstated, they will be notified that they are denied. They will be advised that they have the right to formally appeal to the Hearing Officer. The formal appeal must be in writing and be received within ten (10) calendar days from the date of the informal review denial notification.

Upon receipt of any appeal request, a formal hearing will be scheduled. The Hearing Officer will review all documentation that has been submitted and then render a decision. A final decision letter will be sent to the applicant within ten (10) calendar days from date RHA receives the Hearing Officer's decision. No further appeals will be granted.

## **18.0 MANAGING THE WAITING LIST**

The waiting list establishes the order in which housing offers are made to qualified applicants. Setting up and maintaining the waiting list properly is essential to carrying out public housing admissions in accordance with HUD's civil rights and program regulations and the PHA's policies.

RHA operates the following waiting lists:

- Section 8
- RAD Project Based Vouchers
- Project Based Vouchers
- First Available Public Housing
- Site-Specific Public Housing

- Scattered Sites Incentive Public Housing
- Capitol Park Incentive Community
- Chavis Heights Incentive Community
- Walnut Terrace Incentive Community

Applicants may apply to be on any or all of the waiting lists. Refusal of one type of housing assistance program will not remove or exclude the applicant from any of the other waiting lists. Acceptance of one type of public housing assistance will remove or exclude the applicant from any of the other public housing site-based waiting list. Acceptance of a public housing unit does not remove the applicant from any voucher waiting lists.

### 18.1 OPENING AND CLOSING THE WAITING LIST

RHA has flexibility to determine whether to keep a waiting list open indefinitely or whether to open the waiting list periodically for defined application periods. Changes to waiting list openings may occur to refresh the applicant pool, serve particular outreach and diversity objectives, market particular bedroom size units, developments, or neighborhoods, or meet other admissions objectives. RHA may make this determination after careful analysis and consideration of all circumstances, including whether the length of the waiting list makes the wait for housing unreasonably long or whether there is a sufficient number of eligible applicants to ensure that new and turnover units are occupied as quickly as possible.

Opening and closing of a waiting list will be announced with a public notice. The public notice will state the date of the waiting list opening or closed and for which bedroom sizes. The Housing Authority will be in compliance with Fair Housing requirements. No one will be discriminated against based on race, color, age, religion, marital status, actual or perceived sexual orientation, gender identity, familial status or disability.

### 18.2 REOPENING THE WAITING LIST

If the waiting list has been closed, it may be reopened at any time. RHA will publish a notice announcing the opening of the waiting list will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. Such notice will comply with HUD fair housing requirements. If the list is only being reopened for certain sites or categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

### 18.3 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 and will be retained by RHA.

- B. Prior to being placed on the waiting list, all applications may be checked for all required documentation. Applications may not be added to the waiting list until the required documentation has been received by RHA.
- C. The waiting list will be organized and maintained in such a way as to easily identify applicants by:
  - 1. Local preferences;
  - 2. Program(s) and site applied for;
  - 3. Size and type of unit needed; and
  - 4. Date and time of application.

#### 18.4 CHANGES IN STATUS WHILE ON THE WAITING LIST

##### A. Change in Status

Households may experience a change in preference eligibility status while on the waiting list. In such instances, it is the applicant's obligation to contact the Housing Authority and provide documentation so that a change in status can be made.

##### B. Verification

To the extent that the verification determines that the household qualifies for a preference, the household will be adjusted on any waiting list previously selected in accordance with its preference(s), and the original application time and date will be kept. Intentional misrepresentation by an applicant may result in federal or state criminal prosecution for fraud, removal from the waiting list, and disqualification from further consideration for admission for a three-year period beginning on the date of such determination by RHA.

##### C. Applicant Family Break-Up

When a family on the waiting list splits into two otherwise eligible families and the new families both claim the same placement on the waiting list, and there is no court determination, RHA will determine who is the applicant by taking into consideration the following factors:

- 1. Which family member applied as head of household;
- 2. Which family unit retains the children or any disabled or elderly members;
- 3. Restrictions that were in place at the time the family applied;

4. Role of domestic violence in the split; and
5. Recommendations of social service agencies or qualified professionals such as children’s protective services.

D. Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. “51% of the time” is defined as one hundred eighty-three (183) days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, RHA will make the determination based on available documents such as school records, court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Families who claim primary custody in a joint custody or temporary custody guardianship arrangement will be required to certify and provide supporting documentation to establish that the child or children reside primarily with the applicant.

E. Split Between Household Members due to Domestic Violence

1. If a court has determined the disposition of the family’s application in a divorce or separation under a court order or court approved settlement (provided that no provision is against State or Federal Housing regulations), RHA is bound by the court’s determination as to which household member will continue with the application. Such a determination cannot be appealed through RHA review process, as it is the court’s determination and not RHA’s determination that governs.
2. In the absence of a court order, the family member who did not sign the application as head of household has the right to apply for housing assistance.

## 18.5 MAINTAINING THE WAITING LIST

RHA maintains its waiting lists as needed to ensure that all applicants and applicant information is current and accurate. The primary goal in updating the waiting list is to obtain current information of interested applicants and to remove applicants who are no longer interested in participating in the program or are unable to be reached to continue with the application process. Maintaining and updating waiting lists will be based on factors including:

1. The length of time that families wait before program admission;
2. The number of families on a waiting list; and
3. Staff time and resources required to update a waiting list.

RHA will notify using the online portal and/or email interest notifications to those on the waiting list. The applicant will be asked whether they have continued interest in the program and RHA will provide a deadline by which the applicant must respond. The interest notification may also be sent to the last address that RHA has on record for the applicant. Applicants who respond to the interest notification as required will remain on the waiting list and be scheduled for an applicant orientation once their name nears the top of the waiting list. If no response is received by the deadline, the application status will be updated on all public housing waiting lists.

#### 18.6 INCENTIVE COMMUNITY WAITING LIST MANAGEMENT

Incentive public housing communities with a work preference require that families meet not only all suitability and eligibility criteria in this policy, but also qualify for at least one of the following preferences: working, elderly or disabled. All applicants must meet eligibility qualifications prior to admission and throughout occupancy. RHA will manage waitlists and tenant selections according to HUD approved policies.

To qualify as a “working family” preference, the head of household, co-head or spouse must be working defined as at least 30 hours per week. Consideration will be given to applicant’s who do not meet the current definition of working due to a verifiable change of employment due to a federally declared national disaster including COVID-19.

Specific to Walnut Terrace, there are 44 one-bedroom units, two 2-bedroom units, and three 3-bedroom single family homes set aside for the disabled and/or elderly families. If there are no applicants on the waiting list meeting the work preference for a work designated unit, then a disabled/elderly family may be assigned to the unit by date and time of application before a non-working family will be assigned to the unit by date and time of application.

#### 18.7 PROCESSING APPLICATIONS

RHA accepts applications from all families wishing to apply when waiting lists are open. Acceptance of an application does not guarantee program eligibility. Applicants seeking to claim a preference must provide verification of eligibility at the time of application and throughout the application process. Applications for public housing units may not be accepted until all required documentation is attached to the application. Interested applicants will be provided with a checklist that indicates the qualifications and acceptable verifications. Acceptance of an application and placement on a public housing waiting list does not ensure the applicant will qualify for assistance.



## 18.8 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority will attempt to notify applicants whose name is being removed from any of the waiting lists. Removal from one public housing waiting list will impact an applicant's position on any other RHA public housing waiting list. The Housing Authority will remove an applicant's name from the waiting list when:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to communication efforts made by the Housing Authority. The Housing Authority utilizes the US Postal Service for the delivery of mailed correspondence, however RHA is not responsible for the timely delivery of mail;
- C. The applicant does not meet either the eligibility or suitability criteria for the housing program or incentive community qualifications;
- D. The applicant fails to keep a scheduled appointment; or
- E. The applicant fails to accept a unit offer without good cause as determined by RHA.
- F. The applicant accepts a unit offer signified by signing of a public housing lease agreement.

## 18.9 CHANGES IN FAMILY CIRCUMSTANCES

While on the waiting list, applicants are required to update RHA in writing of any changes to their family composition, preference status, mailing address and other contact information. This assists RHA in establishing and maintaining a current and updated pool of applicants. If an applicant is disabled and requires reasonable accommodation in submitting changes, the accommodation request must be made in writing unless the person's disability is obvious or otherwise known. Changes made while on the waiting list will not affect the original date and time of the application.

## 18.10 REMOVAL FROM A WAIT LIST AFTER BEING HOUSED

Once a family is housed in Public Housing, the family will be removed from the wait list under which they were successfully housed. The family will remain on all other RHA wait lists as each program and property operates independently of each other.

## 18.11 APPLICANT ORIENTATION

Eligible applicants nearing the top of the waiting list will be scheduled for applicant orientation. At orientation, the family will present all required information pertaining to the household's composition, income, assets, and medical documentation as stated in the

applicant orientation notification and will sign all required forms. Information regarding the leasing process, the family's calculated rent amount, and security deposit required will be provided. This orientation and exchange of required documents may be completed in person, electronically, by applicant portal, by mail or other alternative means as needed. RHA will remove the applicant from the waiting list if they fail to complete applicant orientation.

Once the orientation phase has been completed, RHA will process and complete a final review of the applications. Files will be held as pending if they are:

1. Currently in process of a final review;
2. Are missing at least one required document or file element;
3. Are awaiting verifications; or
4. Are otherwise incomplete or not ready to be scheduled for leasing.

Qualified applicant files that are complete and ready for leasing will be added to the ready pool. Applicants will be selected from the ready pool based on the turnover of units and the availability of units in RHA's inventory.

#### 18.12 MISSED APPOINTMENTS OR DEADLINES

Failure to keep a scheduled appointment or deadline will result in an applicant being deemed ineligible for admission into the correlating program. The Housing Authority may approve an alternative timeline for the family for good cause as determined by RHA. Generally, no more than one opportunity will be given.

### 19.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

#### 19.1 APPLICATION PROCESS

The application will include basic eligibility information such as: date of the application, name, address, household members, birth dates, sources of income, employment status, social security numbers, and eligibility for preferences. The application will be placed on the waiting list by date and time, bedroom size, and any preferences.

#### 19.2 PREFERENCES

Preferences do not guarantee admission. They establish the order of placement on the waiting list. Applicants may be required to show verification of preference eligibility prior to the application being awarded the preference.

If a family experiences a change that qualifies them to receive additional preferences than those RHA was previously notified of, then the application will be granted the waiting

list position they would have originally qualified for with the preference. If a family experiences a change that removes a preference status or if it is found that the family does not qualify for the preference, the application will be returned to the waiting list in the position they would have originally qualified for without the preference.

The Housing Authority may prioritize families based on the following preferences:

- A. Applicants who live or work within Wake County. Two of the following categories showing a Wake County address will be used for verification of eligibility: government issued photo identification, paychecks, benefit award letters, utility services and/or school registrations.
- B. Mobility impaired applicants when a mobility accessible unit is available. Third party verification may be requested for verification of preference eligibility if mobility impairment is not obvious or otherwise known by staff.
- C. Working Families. Defined as employment of 30 hours per week or more by the head of household, co-head, or spouse. Employment verification letters and paychecks may be used for verification of preference eligibility.
- D. Elderly (defined as 62 years of age or older). Any government issued documentation that lists date of birth may be used for verification of preference eligibility.
- E. Disabled. Government issued and third-party verification may be used for verification of preference eligibility.
- F. Returning Residents experiencing a hardship. Residents who left RHA's public housing program within the last three years due to home ownership or self-sufficiency and were in good standing as of the date their public housing assistance ended and have since experienced hardship.

### 19.3 SPECIAL ADMISSIONS

- A. RHA may accept up to 20 applicants per fiscal year from an agency with whom RHA has a current Memorandum of Agreement. Applicants must meet eligibility requirements for admission. RHA reserves the right to limit the number of agencies each fiscal year.
- B. Displacement: RHA may offer special admissions to applicants who have been displaced through no fault of their own because of: a natural disaster declared by the President of the United States, by governmental, development, or disposition action as directed by RHA Board of Commissioners, or due to the acquisition of a local affordable housing complex which results in the complex no longer maintaining affordability to current residents.

- C. Police Officers: RHA may offer housing at the Project Expense Level (PEL) for one police officer per public housing complex, excluding Scattered Site Single-Family Homes, upon determination of need by the Housing Authority to provide additional security for residents. Terms and conditions are outlined in the Lease Agreement.

19.4 DESIGNATED HOUSING UNITS

RHA continues to apply to secure approval to operate two communities as Elderly and/or Disabled Designated Housing. These communities are Glenwood Towers and Carriage House. Both of these buildings were originally designed and operated as designated housing and RHA intends to continue operating them as approved by HUD. There are 386 units between these two communities.

Applicants will be offered housing in a designated community in the following order:

- First priority is given to applicants ages 62 and above and/or disabled individuals and families.
- Second priority is given to applicants between the ages of 55 and 61 should there not be any first priority applicants in the ready pool.
- Third priority is given to applicants between the ages of 50 and 54 should there not be any first or second priority applicants in the ready pool.

As required by HUD, eligible applicant families retain their right not to accept an offer of designated housing. Individuals and families that do not accept a unit offer within a Designated Housing community may retain their application position and wait to occupy a general occupancy community. Families wishing to enter general occupancy communities should notify RHA of their choice at the time of program orientation.

19.5 ASSIGNMENT OF BEDROOM SIZES

RHA will determine the appropriate unit size for a family based on the Occupancy Standards Table shown below. At admission, these standards will be applied in conjunction with any additional factors provided by the family. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards will be assigned with the recommendation of no more than two (2) people to a bedroom. Zero-bedroom units will only be assigned to one-person families.

- A. The Housing Authority does not determine who shares a bedroom. The Housing Authority may grant exceptions from the standards if the family requests and the Housing Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other circumstances. Requests based on health-related reasons must be specific to the need and must be verified by a doctor, medical professional, or social service professional.
- B. The Housing Authority retains the right to house families in larger units in order to operate the portfolio efficiently and to minimize the inconvenience to families.
- C. Live-in Aides may be counted for the purpose of determining an appropriate unit size. Residents adding or removing an aide may experience a change in occupancy standards based upon the household's needs. No additional bedrooms will be considered for a live-in aide's family members.
- D. Exemptions to the occupancy standards may be granted upon request. RHA staff will review these requests on a case-by-case basis and will consider the size and configuration of the unit in these events. In no case will RHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

All requests for exceptions to the occupancy standards must be submitted in writing. In the case of a request for exception as a reasonable accommodation, the PHA will encourage the resident to make the request using a reasonable accommodation request form. However, RHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

## 19.6 HOUSING COMMUNITIES

RHA communities are all different in location, neighborhood composition, building styles, bedroom sizes and on-site resident services. Applicants will be assigned to a community based on unit availability, bedroom size and household accessibility needs. This selection will be determined by RHA staff at the time that an applicant reaches the top of the waiting list. Applicants whose application lists multiple communities will be able to select a maximum of two preferred communities of their choice. The Housing Operations Director may determine an exception for good cause which is determined by RHA.

Households should anticipate living in close proximity with other families in their assigned community. While RHA strives to make all of its properties enjoyable to its

residents, items like odors and sounds are a normal part of living in a multi-family environment. It is impractical to assume that households will be isolated from experiencing smells and noises from other families.

#### 19.7 SELECTION FROM THE WAITING LIST

The Housing Authority will follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, RHA will monitor the incomes of newly admitted families. The incomes of applicants on the waiting list will be reviewed annually to ensure the applicant pool is sufficient to meet these income targets.

#### 19.8 QUALIFICATIONS FOR INCENTIVE COMMUNITY

In addition to previously outlined qualifications, factors which determine eligibility and continued occupancy for an Incentive Community are:

- A. Applicants must agree to assume additional responsibilities for the upkeep of the home and commits to completing additional financial literacy, a job training program or homeownership training. Upkeep of the home may include but are not limited to the cutting of the lawn, edging and trimming of hedges, and shampooing of carpets. Occupants are also expected to water the lawns to preserve the grounds.
- B. Excluding the elderly and disabled, residents have one opportunity to reside in an Incentive Community for up to a ten year cumulative period of time. Resident's one-time opportunity will not be considered as having been already met unless they were already listed as a household member on an incentive community lease and they:
  - 1. Were over the age of 18 years old at the end of the lease term,
  - 2. Were listed as a head, co-head or spouse on the lease, and/or
  - 3. Their age, disability or work status were used to qualify the household at the time of the lease.

The time limit will resume from the original date of move-in for residents transferring among incentive communities. If, at the end of the ten-year period, the family is not ready to vacate, they will be transferred to conventional public housing at the resident's expense. Once a resident vacates an Incentive Community, the resident terminates their one time opportunity and will no longer be eligible to reside in any of the public housing Incentive Communities.

- C. Excluding the elderly and disabled, if the working individual at a work-required community no longer meets the work definition, they are expected to pursue and gain full time employment of at least 30 hours per week within 3 months from the date of the status change. Failure to maintain employment requirements or multiple interruptions of employment in a recertification period may result in a transfer to conventional public housing at RHA's expense.
- D. During residency, the resident commits to completing additional financial literacy, a job training program or homeownership training. Documentation of the completed training programs must be provided to the property management office annually.
- E. Management will review the resident's credit report and bank statements annually. Credit scores will be reviewed and discussed with the resident at reexamination.
- F. Communities actively under a Relocation Plan may waive incentive public housing qualifications for relocating residents. Each individual Relocation Plan will specify whether incentive public housing qualifications are being waived and for whom.

#### 19.9 DECONCENTRATION POLICY

RHA reviews deconcentration goals as part of the Agency Plan. The process is to determine the average income of all developments and compare it to each community average. The acceptable range is 85% to 115% of the community wide average. If the analysis results in communities below this acceptable range, RHA may bring higher income residents into lower income developments and vice versa. RHA will continue to improve its marketability through making improvements to modernize units and make them competitive with other affordable housing units in this community. RHA will continue to use marketing tools to promote its units throughout the community.

#### 19.10 OFFER OF A UNIT

The Housing Authority will contact the family to make a unit offer. The family will be given a 24-hour time frame to accept or reject any unit offer made. If the family cannot be reached, the family will be notified of a unit offer via alternative means including first class mail. The family will be given five (5) business days from the date of the letter to contact the Housing Authority regarding an offer.

#### 19.11 OFFER OF ACCESSIBLE OR MODIFIED UNIT

When an accessible or modified unit becomes vacant, RHA will assign the unit to families in the following order:

- A. A current resident within the development or other public housing developments who requires special features or has an approved reasonable accommodation request or is on the transfer list for an accessible or modified unit.
- B. An eligible qualified applicant on the waiting list who requires an accessible or modified unit.
- C. An applicant or resident family who does not require accessible features. When offering an accessible/modified unit to a family who does not require the special features, RHA will require the family to sign the Accessible Unit Waiver Form. Should the accessible unit be required for an eligible disabled family, the family in the accessible unit will be transferred to the first available vacant unit of appropriate size at the same or a comparable housing community.

## 19.12 REFUSAL OF A UNIT OFFER

### A. Unit Refusal with Good Cause

Applicants may refuse to accept a unit offer for “good cause” as determined by the Housing Authority. Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to the PHA’s satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to the PHA’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders; other court orders; risk assessments related to witness protection from a law enforcement agency; or documentation of domestic violence, dating violence, sexual assault, or stalking. Reasons offered must be specific to the family.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

RHA may require documentation of good cause for unit refusals. In the case of a unit refusal for good cause the applicant will not be removed from the waiting list. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse.



## B. Unit Refusal without Good Cause

When an applicant rejects a unit offer without good cause or fails to respond to an offer, RHA will remove the applicant's name from the waiting list and send notice to the family of such removal. If a unit is offered and is refused, the applicant's name will be dropped from that specific waiting list only. The notice will inform the family of their right to request an informal hearing and the process for doing so. The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the RHA opens the waiting list.

### 19.13 ACCEPTANCE OF UNIT

Acceptance of a unit will result in a leasing appointment being scheduled. The signing of the Lease and the review of financial information will be privately handled. The Lease will be explained prior to execution in duplicate. The applicant will be provided a copy of the Lease and pertinent information.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to one month's gross rent or fifty dollars (\$50.00) whichever is greater. In exceptional situations, the Housing Authority may permit a new resident to pay their security deposit (that are greater than \$100) in accordance with the Repayment Agreement Policy.

### **20.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

Income is defined by HUD as all amounts, not specifically excluded by HUD, received from all sources by each family member.

#### 20.1 INCOME

The HA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Generally, a household's current circumstances will be used to determine anticipated income for the coming 12-month period. HUD authorizes the HA to use other than current circumstances to anticipate income when it is not feasible to anticipate a level of income over a 12-month period. Past income will be used if the HA believes it is the best available indicator of expected future income.

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

1. Go to (or on behalf of) the family head, co-head, or spouse (even if temporarily absent) or to any other family member;
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded by law from annual income.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness will not be 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.
3. 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 in excess of the annually HUD-published asset limitation amount . 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 and reviewed annually by RHA. While permitted by HUD, where the family has net family assets equal to or less than the annually HUD-published asset limitation amount , the Housing Authority does not need to request supporting documentation.

The annual reexamination documentation, signed by the head, co-head or spouse, can serve as the declaration of these assets. The HA may require

such households whose assets total less than the annual threshold to furnish a copy of their most recent bank statements during their annual recertification process. These statements must be provided in entirety and partial or redacted copies will be not accepted. A full review of assets will be conducted at each move-in and on any household whose assets total at or more than the annual threshold during annual recertification. RHA defines a full review of assets as three of the family's most recent and consecutive bank statements. All pages of the bank statements are required.

4. 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. 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.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, welfare and severance pay. Lump sum additions such as insurance payments from worker's compensation are excluded.
6. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) are included in annual income only to the extent such payments qualify as assistance under the TANF program definition and are not otherwise excluded

If welfare assistance payments include an amount specifically designated for shelter and utilities are subject to adjustment by the welfare assistance agency according to actual cost of shelter and utilities, the amount of welfare assistance income included as income consist 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 will result from one application of the percentage.
7. 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.

8. 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).

## 20.2 EXCLUDABLE INCOME

Excludable income is determined by HUD. Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years who meet the definition of foster children under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction;
- B. Payments received for the care of foster children or foster adults. A foster adult is a member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- 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 (part or full-time students), mandatory fees and charges (in addition to tuition) paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces exposed to hostile fire;
- H. Loans, including loan proceeds and repayments, are not considered income;
- I. 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 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 not to exceed the HUD approved amount per month for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the developments. Such services may include, but are not limited to, fire patrol, hall monitoring, law maintenance, resident initiatives coordination, and service as a member of the RHA Board. Resident may not receive more than one such stipend annually;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs 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, non-recurring or sporadic income (including gifts) that the family does not anticipate recurring in the following 12 months;
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, co-head, and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount of in prospective monthly amounts.
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed or experiencing underemployment for one or more years. For the initial 12-month

period, the family's rent is not increased. For the second 12-month period, the family's rent will be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase will be phased in.

Only families already participating in EID on the effective date of the final rule may continue receiving the benefits up to 2 years from that date. Families receiving the Jobs Plus Earned Income Disregard pursuant to the FY2022 NOFO or earlier may continue to receive the EID under the terms of the NOFO.

- b. An increase in earnings during participation in a self-sufficiency or job training program; or
- c. Employment or an increase in earnings and the participant has received Temporary Assistance for Needy Families (TANF) benefits or services within the past six months.

If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48) month period, and continued until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve-month full exclusion and the second twelve-month phase-in exclusion).

EID is limited to a lifetime twenty-four (24) month period for the qualifying family member. At the end of the twenty-four (24) months, the EID will end regardless of how many months were utilized.

- 11. 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.
- 12. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

HUD regularly provides and updates an exhaustive list of excludable income categories on their website.

### 20.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 (adjusted annually by HUD, rounded to the next lowest multiple of \$25) for each dependent other than the head of family or spouse, including minors under the age of 18, persons with disabilities and full-time students. Foster children and foster adults do not qualify for a dependent deduction.
- B. \$525 (adjusted annually by HUD, rounded to the next lowest multiple of \$25) per family for families whose head, co-head or spouse is disabled or at least sixty-two (62) years old.
- C. The sum of the following, to the extent the sum exceeds 10% of annual income:
  - 1. Unreimbursed health and medical expenses of any elderly or disabled family, as defined at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed”. Health and medical care expenses may be deducted from annual income only if they are eligible under this definition and not otherwise reimbursed. and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent these expenses are necessary to enable a family member (including the member who is a person with disabilities) 18 years of age or older to be employed plus reasonable transportation time because of such attendant care or auxiliary apparatus.
- D. Any reasonable child-care expenses necessary to enable a member of the family to be employed or to further their education.

For any family that is not elderly or disabled but has a member (other than the head, co-head, or spouse) who is a person with a disability, disability assistance expenses in excess of 10% of annual income. This deduction may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities. If it can be demonstrated that more than one adult family member is enabled to work, their combined incomes will determine the cap on allowable disability assistance expenses.

A family whose eligibility for the child-care expense deduction is ending may request a financial hardship exemption to continue the child care expense deductions. The family's adjusted income will be recalculated and deductions will be continued if the family demonstrates to the responsible entity's satisfaction that the family is unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family

member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

HUD expects to provide PHA reporting system capability to increase the health and medical expense threshold from 3% to 10% under HOTMA provisions. In the event HUD systems are updated allowing such capability, RHA will implement HOTMA provisions within the mandated timeframe.

- E. For any elderly or disabled family:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 10% of annual income;
  2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
- F. Child-care expenses for the care of children under age 13 (including foster children) may be deducted from annual income if all of the following are true:
1. The care is necessary to enable a family member to work, seek employment or further his/her education (academic or vocational).
  2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
  3. The expenses are not paid to a family member living in the unit.
  4. The amount deducted reflects reasonable charges for child-care.
  5. The expense is not reimbursed by an agency or individual outside the family.

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child-care – although the care must still be necessary and reasonable. However, when child-care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].



Child support payments made on behalf of a minor who is not living with the individual making the payments may not be deducted as childcare expenses since the minor is not a member of the assisted family. Expenses for the care of family members with disabilities over the age of 12 cannot be deducted as a childcare expense but can be deducted as disability assistance.

## 20.4 ALLOWABLE MEDICAL EXPENSES

Medical expenses are expenses anticipated to be incurred during the 12 months following certification or reexamination which are not covered by an outside source, such as insurance. The medical allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year.

- A. Allowable medical expenses include but are not limited to:
1. Services of doctors and health care professionals;
  2. Services of health care facilities;
  3. Medical insurance premiums;
  4. Prescription/non-prescription medicines prescribed by a physician;
  5. Transportation to treatment (cab fare, bus fare, mileage);
  6. Dental expenses, eyeglasses, hearing aids, batteries;
  7. Live-in or periodic medical assistance including assistance for those who are blind, have low vision, or are deaf or hard of hearing; and
  8. Monthly payment on accumulated medical bills expected to be paid in the coming 12 months.
- B. Other items may not be considered for medical expense deductions, unless these items are recommended as treatment by a specific medical practitioner licensed in the locality where he/she is practicing. This includes but is not limited to:
1. Cosmetic surgery;
  2. Health club dues;
  3. Household help;
  4. Medical savings account (MSA); and

5. Nutritional supplements such as vitamins and herbal supplements.

## **21.0 VERIFICATION**

The Housing Authority will verify information pertaining to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination will also be reviewed and verified.

All income information provided by an applicant will be checked against the Enterprise Income Verification (EIV) system or its successor. The EIV may provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by residents. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

The EIV system is a web-based system that contains resident wage and benefit data. The data is used to compare resident income data obtained from various sources including:

1. Resident-supplied income data captured on Form HUD-50058 (or its successor) and maintained in the Public Housing Information Center (PIC) and/or its successor the Housing Information Portal (HIP) databases;
2. Wage information from the State Wage Information Collection Agencies (SWICAs);
3. Social Security and Supplemental Security Income from the Social Security Administration; and,
4. User Profile information from the PIC database.

### **21.1 FAMILY CONSENT TO RELEASE OF INFORMATION**

The family must supply any information that RHA or HUD determines is necessary to the administration of the program and must consent to RHA verification of that information.

All adult applicants and residents are required to sign form HUD-9886, Authorization for Release of Information. This form facilitates automated data collection and computer matching from specific sources. HUD and RHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

If any family member who is required to sign a consent form fails to do so, RHA will deny admission to applicants and terminate the lease of residents. If wishing to contest RHA's decision, an applicant family may request an informal review while a resident family may request a grievance hearing in accordance with RHA procedures.

## 21.2 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. The Housing Authority will utilize the EIV system to obtain income information and employment history. Other information will be verified by third party verification. If deductions are requested, receipts will be required. This type of verification includes written documentation with forms sent directly to and received directly from a source, not passed through the hands of the family. This verification may also be a direct contact with the source, in person, by telephone, or other direct forms of contact. Verification forms and reports received will be retained in the applicant/resident file.

When third party verification cannot be obtained, the Housing Authority may accept documentation received from the applicant or resident. The Housing Authority may accept hand carried documentation if third party verification is not received within 3 business days from the date of request. Photocopies of the documents provided by the family will be maintained in the file.

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

## 21.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined. 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 household. Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

## 21.4 TIMING OF VERIFICATION

When an interim reexamination is conducted, the Housing Authority will verify and update elements reported to have changed. Verification information received must be

dated within one-hundred twenty (120) days of certification or reexamination. If the verification is older than this, the information will be re-verified.

## 20.5 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status and Social Security numbers will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible non-citizen status and Social Security numbers will be verified.

## 22.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

### 22.1 ANNUALIZING INCOME

Once all household characteristics and sources of income are known and verified, RHA must anticipate the family's income over the next 12 months. RHA may choose among several methods of annualizing income to determine the anticipated annual income. RHA will inform the families of the income calculation method that is being applied to the family. The methods of annualizing income include:

- A. Year-to-date. This method divides the total gross YTD income on most recent pay stub by number of pay periods as of date on pay stub then multiply by total number of pay periods in a full year.
- B. Average gross pay. This method takes the average gross pay on the most recent paystubs.
- C. Base times rate. This method takes the estimated number of hours from the offer letter, contract or employment verification and multiplies it by the verified hourly rate to determine the amount per pay period. This is then multiplied by the total number of pay periods in a full year.
- D. Irregular. This method gathers income information from all sources over a specific time frame and averages the amount over that timeframe to annualize it over a full year.
- E. RHA anticipates the adoption of all mandated HOTMA housing assistance determinations. This cannot begin until HUD provides PHAs the necessary reporting system capabilities. Additionally, RHA will make a determination on the discretionary factors of HOTMA at that time.
- F. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) or if RHA believes that past income is the best available indicator of expected future income, then RHA may annualize the income anticipated for a shorter period, subject to redetermination at the end of the shorter period.

## 22.2 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount. During each reexamination, the head of household will be required to sign the Rent Choice Certification form. For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)].

- A. Families will be required to go through an annual reexamination.
- B. Families who opt for the flat rent may request to return to the formula-based method at any time for the following reasons:
  - 1. The family's income has decreased; or
  - 2. The family's circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

## 22.3 FORMULA METHOD

The total tenant payment (TTP) is equal to the highest of:

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

The family will pay the greater of the total tenant payment or a minimum rent of \$50.00.

## 22.4 MINIMUM RENT

RHA has implemented a minimum rent of \$50 per month for the public housing program. The Quality Housing and Work Responsibility Act of 1998 authorized the implementation of the minimum rent. It is the belief of this agency that a \$50 minimum rent is reasonable.

## 22.5 HARDSHIP EXEMPTIONS

Federal legislation requires that financial hardship status to be granted immediately to families requesting a hardship exemption. HUD provides three types of hardship exemptions which allow temporary financial relief for families through income deductions.

Receiving a hardship exemption from paying minimum rent does not mean the family will not be charged anything. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income. These hardships include

situations in which the family is awaiting an eligibility determination for some type of local, state or federal financial assistance.

Hardships are defined as situations in which:

- A. The income of the family has decreased because of changed circumstances, including loss of employment;
- B. The family would be evicted as result of the imposition of the minimum rent requirements;
- C. A death in the family has occurred; or
- D. Other situations as determined by the Housing Authority.

**Category 1: Unreimbursed health and medical care expenses.**

Under HOTMA, HUD will increase its threshold for health and medical care deductions from 3% to 10% of annual income. Families previously receiving this deduction may see an increase in non-deductible expenses. Those experiencing a hardship will have the rate increase phased-in over a twenty-four month period. After twenty-four months, this hardship exemption will expire. Families that are still experiencing a hardship after the expiration of this hardship may request to receive hardship assistance from other categories.

**Category 2: General Financial Hardships.**

This exemption is for families who can demonstrate a financial hardship due to an increase in their qualified expenses or because of a change that would not otherwise trigger an interim reexamination. This relief is available regardless of whether the family has previously or is currently receiving a category 1 hardship relief.

General financial hardships will be approved in 90-day increments. If it is determined that the hardship is expected to be long-term, the family will be exempted from the minimum rent for the 90-day period. This exemption may be extended for an additional 90-day period if the situation warrants it. If a recipient of housing assistance requests a hardship exemption for a situation that is determined to be temporary, an exemption for non-payment of the minimum rent will not be granted during the 90-day period.

- A. Requesting Hardship Exemptions

The request for a Hardship Exemption is determined to be filed when the Hardship Questionnaire and verifying information are returned to the Housing Authority. The exemption period starts on the day the Questionnaire and all supporting documentation are received and date stamped by RHA. During the exemption period, the family will be required to complete the Questionnaire monthly to document the family status. It is the

responsibility of the family to provide the documentation necessary to secure an exemption from the minimum rent.

RHA may take up to 30 days to render its decision on the Hardship Exemption. Rent continues to accrue during this review although the family cannot be evicted for the inability to pay it. If the hardship is approved, the rent will be forgiven. If the hardship is not warranted, the rent will continue to accumulate to the tenant account and could result in a Lease termination if not paid.

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended. The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

## 22.6 FLAT RENT

The Housing Authority has set a flat rent for each public housing unit. HUD requires that all flat rents be based on at least 80% of the most current Fair Market Rent, as published by HUD, minus the appropriate utility allowance for each unit size. The amount of the flat rent will be reevaluated annually and adjustments applied during reexaminations. For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. Affected families will be given a 30-day notice of any rent change.

The Housing Authority will post the flat rents at each of the developments and in the Housing Management Central Office. The flat rents are incorporated in this policy upon approval by, Housing Authority Board of Commissioners.

## 22.7 UTILITY ALLOWANCE

The Housing Authority establishes a utility allowance that estimates moderate utility consumption for all resident-paid utilities. Utility allowances are evaluated at least annually with a market study report being performed every 5 years or as required by HUD.

When a building has resident-purchased utilities, the local utility company owns, operates, maintains, and reads the individual utility meters for each individual dwelling unit. Tenants are required to establish individual accounts in their name with the local utility provider(s) and pay the utility provider(s) directly for their consumption. In buildings where RHA furnishes utilities, then RHA pays for the entire building's utility consumption and the tenant is not responsible for paying the utility company.

Utility services include electricity, gas, heating fuel, water, and sewerage services needed to operate and maintain buildings in good working order. If the tenant is responsible for

paying for waste removal services, then a reasonable cost may be included in the utility allowance calculation. Items that are not included in the utility allowances include:

1. Services to remove garbage or refuse from a facility;
2. Fuel and electricity to operate vehicles;
3. Pest control services; and
4. Phone, cable or internet services.

The utility allowance will be subtracted from the family's rent formula to determine the amount of the resident rent. The resident rent is the amount the family owes each month to the Housing Authority. Utility allowances are estimates and any utility cost above the established allowance is the responsibility of the resident. RHA will not provide additional utility funds for individual households that exceed the limits previously determined as a reasonable, moderate consumption.

Utility reimbursements occur when any applicable utility allowance for resident-paid utilities exceeds the TTP. RHA will pay the utility reimbursements directly to the utility provider and must notify the family of the amount paid to the utility company.

For Housing Authority paid utilities, the Housing Authority may monitor the utility consumption of each household. Utility allowance revisions, based on rate changes approved by RHA Board of Commissioners, will be effective at the next scheduled annual reexamination. Revisions based on changes in consumption or other reasons will become effective upon a thirty-day written notice.

RHA will advise residents of all resident-paid utilities and suggested service providers at leasing and during reexamination. RHA may require families provide proof they have established utility service in their name for all resident-paid utilities prior to receiving unit keys and at any time during the lease period.

## 22.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. Rent payments can be mailed to RHA, 900 Haynes Street, Raleigh, North Carolina 27604, placed in the drop box located at 900 Haynes Street, or paid online through the Yardi online portal. Cash is not accepted as rental or account payments.

Partial rent payments may be accepted but do not negate RHA's right to terminate the Lease. Acceptance of partial payments does not create a custom nor constitute a waiver of resident's obligation to pay on time. RHA reserves the right to refuse accepting partial payments at its discretion.



If the total rent and/or other charges are not received by the fifth business day of the month, a legal notice of termination will be issued to the resident. In addition, a late charge will be assessed to the resident. If rent and/or other charges are paid by a personal check and the check is returned by the financial institution for any reason, this will be considered a non-payment of rent and will incur a late charge plus an additional charge for processing cost. Once a personal check is returned, the resident will be given written notification stating no further personal checks will be accepted. After a year of satisfactory payment history, a resident may request a review of their payment history to determine if personal checks may be accepted.

## **23.0 LEASING REQUIREMENTS**

### **23.1 GENERAL**

A public housing resident may occupy a public housing unit pursuant only to a lease that meets certain requirements. The public housing lease acts as the legal contract between a Housing Authority and a resident. The Lease establishes the Housing Authority's obligations to its residents as well as the obligations of the residents to the Housing Authority. Much of the Lease is governed by the HUD regulations in 24 CFR Part 966 as well as local laws and regulations.

Leases are executed: 1) at the time of admission for all new tenants, 2) at the time of the transfer of a tenant from one housing development unit to another, 3) when Lease agreements that are not automatically renewed, and 4) when the contract is revised.

The Lease and its addendums provide residents with information regarding their tenancy including but not limited to:

1. The rent amount and submittal information;
2. Utilities, services, and equipment provided by RHA;
3. The security deposit amount due, late fees, and all other charges that may be applied to the resident's account during their tenancy; and
4. The tenant's right to occupancy.

### **23.2 RELATIONSHIP TO REGULATIONS AND LAWS**

In addition to HUD's required lease provisions, RHA is governed by state and local landlord-tenant laws. Lease provisions must satisfy HUD requirements and conform to the requirements of state and local laws. Should laws or regulations change during the time frame covered by the Lease, those changes will be effective thirty days from the date of passage. If there is any conflict between the Lease and laws/regulations, the laws and regulations will prevail.

### 23.3 LEASE TERM

The initial term of all leases is 12-months, and is automatically renewable for subsequent 12-month terms, except in instances where the family has not fulfilled the requirements of the Lease including the community service and self-sufficiency requirements. Month-to-month leases and month-to-month renewals are not permitted by HUD.

### 23.4 SIGNATURE CLAUSE

The lease provides a signature clause for execution by the PHA and the tenant(s). This clause is included at the end of the Lease and all adult household members are required to provide their signature in order to execute the Lease agreement. Lease signers must be persons legally eligible to execute contracts. Resident failure or refusal to complete a signature clause will prohibit the family from receiving housing subsidy.

### 23.5 LEASING PROCESS

Leasing will be set up between the family and Property Management staff. The family will be notified of any paperwork or payments required of the family in order to execute the Lease Agreement. Before the family executes the Lease, families will be provided with Lease and program information either in person, electronically, or through an alternate format. The Property Manager will review the terms of the Lease with the resident and will answer questions during leasing. A copy of the signed lease will be provided to the resident and the original will be maintained in the resident file.

The Lease should not be signed until the dwelling unit has been inspected and documented to be in safe, habitable, functionally adequate, operable and free of health and safety hazards and in compliance with the National Standards for the Physical Inspection of Real Estate: Inspection Standards (NSPIRE) When an applicant accepts a unit, the Housing Authority conducts a pre-occupancy or move-in inspection with the resident or a representative of the resident. The Housing Authority must provide the family with a written statement or form noting the conditions of the dwelling unit and the equipment or appliances provided with the unit. Once the Lease is executed, the resident may terminate the Lease at any time upon submitting a thirty (30) day written notice.

### 22.6 MODIFICATIONS TO THE LEASE

Periodically, RHA will review and revise the Lease Agreement. Proposed revisions will be provided to residents, resident organizations, and the Resident Advisory Board before any changes are made. Additionally, the lease will be made available to the public for 30 days for review and comment. Revisions will be voted on by the Board of Commissioners. Once approved, the modified lease agreements will then be provided to current households for signature.

## 24.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

## 24.1 GENERAL

HUD requires that all PHAs implement a community service program for all nonexempt adults living in public housing. The Community Service and Self-Sufficiency Requirement (CSSR) is described in Section 12 C of the United State Housing Act of 1939. All PHAs operating a Public Housing Program must comply with the CSSR. Community service is 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 [24 CFR 960.601(b)].

In order to be eligible for continued occupancy, each adult family member working less than 30 hours per week must either: (1) contribute eight hours per month or 96 hours aggregated during the course of a year of eligible community service; or (2) participate in an economic self-sufficiency program.

## 24.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are disabled.
- C. Family members who are the primary care giver for someone who is blind or disabled.
- D. Family members engaged in work activities.
- 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 and in compliance under a state program funded under Part A Title IV of the Social Security Act or under any other state welfare program.

Family members of a household in compliance with and receiving assistance through the Supplemental Nutrition Assistance Program (SNAP).

## 24.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority will identify all adult family members who do not appear as exempt from the community service requirement at leasing and during recertification.

The Housing Authority will 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 Housing Authority will verify all exemption claims received.

The notification will advise families of their community service obligation. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy.

#### 24.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work that will 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, financial or household management, apprenticeship, and any program necessary to ready a participant to work (including substance abuse or mental health treatment).

The Housing Authority may coordinate with social service agencies, local schools, non-profits, and local businesses to assist in identifying a list of volunteer community service positions.

#### 24.5 COMMUNITY SERVICE PROCEDURES

At each annual reexamination, the Housing Authority may do the following:

- A. Provide a list of volunteer opportunities to the family members;
- B. Provide information about obtaining suitable volunteer positions;
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work. This completed form is turned into the management office each month to ensure residents are in compliance; or
- D. Thirty (30) days before the family's next reexamination date, the Housing Authority will review whether each applicable adult family member is in compliance with the community service requirement.

#### 24.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

- A. The family member(s) has been determined to be in non-compliance;
- B. That the determination is subject to the grievance procedure; and
- C. That the family member(s) enter into an agreement to comply or else the Lease will not be renewed.

#### 24.7 OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the reexamination date of the Lease. The agreement will 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 from the past 12-month period. The cure will occur over the 12-month period beginning with the date of the agreement and the resident will, at the same time, stay current with that year of community service requirement. The first eight hours a resident earns goes toward the current commitment year until the current year commitment is met. 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 the next annual re-examination, the Housing Authority will not renew the Lease and the entire family will have to vacate.

#### 25.0 TEMPORARY/PERMANENT ABSENCE FROM UNIT

Residents are required to reside in the public housing unit as their sole place of residency and receive housing assistance only for that unit. Residents must report in writing to their property management office an extended absence of any household member that is expected to be greater than 30 calendar days.

An individual who is or is expected to be absent from the unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. An individual who is or is expected to be absent from the unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions and conditions to this general policy are discussed below:

- A. Any members of the household incarcerated at any time for drug related or criminal charges will be considered as permanently absent from the unit regardless of the number of days absent.
- B. If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification

indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as the resident complies with all Lease requirements. A resident may request in writing to have a longer absence approved. RHA has full discretion of approval, and will make determinations on a case-by-case basis.

- C. When someone has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the RHA indicating that the student has established a separate household or the family declares that the student has established a separate household.
- D. Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, RHA will verify with the appropriate agency whether and when the child is expected to be returned to the home unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.
- E. RHA may terminate the lease if a unit is vacant for more than 180 consecutive days, or if the household does not adequately verify that they are living in the unit as their sole place of residency.
- F. If an adult member who was formerly a member of the household is reported to be permanently absent, including the dissolution of the household through divorce decrees, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

The family must request RHA approval for the return of any adult family members that RHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements of RHA.

## **26.0 REEXAMINATIONS**

The purpose of a reexamination is to determine the continued eligibility of a family and adjust the rent, if necessary. Interim reexaminations are conducted as a result of changes in family income, family composition, or circumstances impacting adjusted annual income that occur between reexaminations. PHAs are required to conduct annual reexaminations to determine if the family members are still eligible to participate in the public housing program.

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

The resident is required to provide the Housing Authority with accurate and current information and the Housing Authority will verify the following:

1. Family composition;
  2. Age of family members;
  3. Annual income and sources of income of all family members;
  4. Deductions for computing adjusted income;
  5. Asset values;
  6. Community service and economic self-sufficiency activities and exempt status of all family members age 18 and over;
  7. Social security numbers and birth certificates for new family members;
  8. Citizenship or eligible immigrant status of new family members;
  9. Criminal background check of all family members age 18 and over; and
  10. Signed tax transcript forms (450 6-T) have been received if required.
- B. Documentation of Financial / Home Ownership training will be required for residents in Incentive Housing Communities during each reexamination.
- C. Residents who meet the following criteria will be eligible for continued occupancy:
1. Qualify as a family as defined in the “Eligibility, Screening and Verification” chapter of this ACOP;
  2. Comply fully with the family obligations and responsibilities as described in the dwelling lease;
  3. Provide Social Security numbers for all family members, have an extension for new members aged 6 and under) or have certifications on file indicating they have no Social Security number;
  4. Qualify as U.S. citizens, have eligible non-citizen status, or are paying pro-rated rent; and
  5. Comply with the RHA’s service and self-sufficiency requirement, unless determined to be exempt.

## 26.1 GENERAL

The Housing Authority will send a notification letter to the family letting them know of their upcoming annual reexamination. The PHA will begin the annual reexamination process approximately 60-120 days in advance of the scheduled effective date. During the reexamination period, the family will be given the option of selecting either the flat rent amount or rent amounts determined by using the formula method.

During the reexamination process, the Housing Authority will determine whether any changes to the family's composition require a transfer to a different unit and if so, the family's name will be placed on the transfer list.

Generally, the PHA will schedule annual reexaminations to coincide with the family's anniversary date. If the family transfers to a new unit, the PHA will perform a new annual reexamination, and the anniversary date will be changed. The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

## 26.2 REEXAMINATION APPOINTMENTS

For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. All other families are required to participate in the annual reexamination process and will typically be notified of reexamination requirements via the online portal, RentCafé notification. RHA may require families to attend reexamination appointments if being conducted in person. RHA typically performs recertifications remotely via the online portal, RentCafé. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation.

If the family fails to respond to the reexamination notification as requested or fails to attend an appointment, a second notification will be sent. The second notification will serve as a final reminder and may extend the due date, allowing for the same considerations for rescheduling and accommodation as above. The notification will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority taking eviction action against the family.

## 26.3 RENT CHOICES

During the recertification process, 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, provide the agency acceptable verification of the household composition, income, assets and expenses within the appropriate time specified by the Housing Authority and verifications may be deployed to verify the family circumstances.



Upon receipt of verifications, the Housing Authority will determine the family's annual income and calculated rent will be determined as follows.

The total tenant payment (TTP) is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00 or the family may choose the flat rent amount. For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)].

#### 26.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

A written notification will be mailed to the family thirty (30) days prior to the effective reexamination date. Families who fail to respond timely to reexamination procedures waive their right to a 30-day notification of rent changes.

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 reexamination date. The Housing Authority will review the delay on a case-by-case basis.

If the family caused the delay, then any increase will be effective retroactively to the reexamination date and the family agrees to waive their right to a 30 day notice the rent change. Any reduction will be effective the first of the month after the rent amount is determined.

#### 26.5 INTERIM REEXAMINATION

A family may request or receive an interim reexamination because of family income or composition changes since the last examination. An interim reexamination should be conducted when a family's adjusted income decreases in accordance with this Policy upon receiving a resident request for an interim and subsequent written verification of the change reported, RHA must process a reexamination of family income and/or composition within a reasonable time, which is only the amount of time needed to verify the information. Generally, this should not exceed 30 days.

Families are required to report in writing all changes in income to the Housing Authority. All changes to income must be reported in writing within the ten (10) days following the occurrence.

Before adding household members, including a live-in aide, other than through birth, adoption, or court-awarded custody, the family must request in writing that the new member be added to the Lease. Before adding the new member, the individual must complete an interim report stating their income, assets, and all other required information. The individual must provide their Social Security number, birth certificate and proof of legal guardianship as necessary, and must verify their citizenship/eligible immigrant status. The new requested household members will go through the same screening process used for new applications.

Interim reexaminations are required to be conducted when a family's adjusted income increases or decreases by 10% or more. However, RHA will not consider any increase in the *earned* income of the family when estimating or calculating whether the family's adjusted income has increased unless the family has previously received an interim reduction during the certification period.

The Housing Authority will consider occupancy standards and will determine eligibility of the individual before adding them to the Lease. If the addition will cause an overcrowded condition (including a foster child or foster adult) or if the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing of the decision to deny occupancy. If they are found to be eligible and pass the screening criteria, their name will be added to the Lease. If the family's rent is determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

Tenants are required to wait for RHA's approval before allowing additional persons, other than those entering the family by birth, adoption, or court-awarded custody, to move into the unit. Failure on the part of the tenant to comply with the household composition provision is a violation of the terms of the lease for which RHA may terminate the lease.

RHA will process the request promptly to determine whether to allow occupancy of additional household members. The lease may also establish circumstances under which tenants can temporarily house proposed household members while requests are pending. However, guest policies cannot be established that circumvent eligibility requirements.

RHA will not process an interim reexamination if:

- A. A resident reports an increase of the household's cumulative income of no more than \$200 a month;
- B. A resident reports a decrease in income and RHA has confirmation that the decrease will last less than one month; or
- C. A resident reports an income that does not warrant a rent change.

## 26.6 SPECIAL REEXAMINATION

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority will attempt to schedule special reexaminations every thirty (30) days until the income stabilizes and an annual income can be determined.

#### 26.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATION

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the second month after the month in which the family receives notice of the new rent amount. If the family caused the 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 day 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 within ten (10) days of the change, the change will be effective the first day of the month after the rent amount is determined.

#### 26.8 ZERO INCOME FAMILIES

The Housing Authority will run an EIV report and other methods to verify wages when families report zero income. While on zero income, the head of household will be on a monthly reporting basis. Heads of households on monthly reporting must sign a statement regarding the income of all household members and other information regarding the economic status of the household.

#### 26.9 OVER-INCOME LIMIT

Annually, RHA will compare the family's adjusted income and as with the existing ranges of income eligibility, the new over-income limits will also be tiered by family size. Income limits will be made available to residents and posted throughout RHA.

HUD's income limits were developed by HUD's Office of Policy Development and Research and are updated annually. Information about HUD's income limits and HUD's methodology for adjusting income limits as part of the income limit calculation can be found at <https://www.huduser.gov/portal/datasets/il.html>.

RHA will rely on HUD posted over-income limits and fair market rents. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations thereafter. HUD defines an "over-income family" (OI) as a family whose annual household income exceeds 120 percent of

the area median income. Over-income provisions apply to all families in the public housing program, including families receiving the Earned Income Disregard (EID).

Effective February 14, 2023, HUD implemented new Housing Opportunity Through Modernization Act (HOTMA) regulations which impact over-income families within a public housing program. RHA intends to fully comply with all HOTMA requirements and will implement according to HUD guidelines and when the necessary HUD reporting systems are updated.

The following policy will be followed to address resident households who exceeds 120 percent of the area median income or are otherwise deemed as over-income by HUD.

1. If it is determined that upon an annual or an interim reexamination that the resident income exceeds 120 percent of the area median income limit, RHA will document the resident file as appropriate. RHA will notify the resident of their status and twenty-four month grace period at three different junctures according to Notice PIH 2023-03:
  - a. Within 30 days of the initial over-income determination;
  - b. Within 30 days of an reexamination that has determined the family has continued to exceed the over-income limit for 12 consecutive months after the initial OI determination; and
  - c. Within 30 days of the final reexamination that has determined the family has continued to exceed the over-income limit for 24 consecutive months after the initial OI determination.
2. Over-income families are allotted a twenty-four month grace period that allows them to stay in the public housing program prior to any changes in their tenancy being required.
3. During the allotted grace period, residents will continue to pay their elected rent amount and are still required to meet community service and other residency requirements. Mixed eligibility families will continue to be charged their current, prorated rent amount during the allotted grace period and up until the unit is surrendered or termination begins.
4. If RHA discovers through an annual or interim reexamination that the resident is below the threshold, the resident is entitled to a new twenty-four month grace period should they become an over-income family in the future. RHA will begin its notification processes over for all new grace periods.

5. For over-income families who are in their grace period, 24 CFR 960.257 and 24 CFR 960.507(c) will dictate when income reexaminations should occur.
6. RHA will conduct a final interim reexamination of family income as required after the end of the 24 consecutive month grace period prior to tenancy termination. However, the resulting income determination will not make the family eligible to remain in the public housing program beyond the period before termination.
7. Resulting income determinations from an interim reexam will not make the family eligible to remain in the public housing program beyond the allotted grace period. A decrease in income and the family's rent after the exhaustion of grace period does not reset the period before termination or enable the family to avoid termination.
8. At the end of the allotted grace period, an over-income family's public housing Lease agreement will automatically convert to a month-to-month term to account for the period before termination.
9. Families who have continued to be over-income at their final reexamination will be required to vacate their unit and will no longer qualify to stay in housing. Failure to voluntarily vacate the unit as directed will be grounds for court eviction.
10. RHA will offer hearings and grievance procedures to over-income families.

Retaining higher income families promotes a healthy mix of incomes in public housing developments and the deconcentration of poverty in communities. RHA will review the number of over-income families annually to determine the status of their continued occupancy. At RHA's discretion, over-income families could have their assistance terminated. In no case will RHA evict or terminate the tenancy of OI families based on income until they have been over 120 percent AMI for 24 consecutive months.

#### 25.10 CALCULATION ERRORS

If RHA makes a calculation error at admission to the program, at an interim or annual reexamination, an interim reexamination will be conducted to correct the error. The family will not be charged retroactively. Families will be given decreases, when applicable. The decrease will be retroactive to when the change would have been effective if calculated correctly. When crediting an account, RHA will make the necessary account adjustments in accordance with the record retention policy.

#### 26.11 DOCUMENTATION

Required documents must be provided in their entirety in order to be accepted for reexamination. Partial, incomplete, altered/redacted forms, verifications, documents and statements will not be accepted. Resident failure to produce all required documents will be considered a failure to complete the reexamination process and grounds for lease termination.

## **27.0 UNIT TRANSFERS**

RHA residents may move from one public housing unit to another during their residency as needed. Housing priority will be given to current residents over new applicants from the waiting list. RHA reserves the right to pause regular, administrative transfers if needed to reduce the Agency's administrative burdens.

### **27.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following to:

- A. Address emergency situations and physical hazards.
- B. Be in accordance with the Violence Against Women's Act.
- C. Address occupancy standards to avoid over-housed and under-housed families by placing each family in the appropriate size unit.
- D. Address medical needs and reasonable accommodations or to make an accessible unit available for residents with specific needs.
- E. Facilitate a relocation when required for demolition, disposition, revitalization, rehabilitation or other management purposes.
- F. Minimize vacancy loss and other expense due to unnecessary transfers.
- G. Facilitate relocation of families with inadequate housing accommodations.

### **27.2 CATEGORIES OF TRANSFERS**

Resident transfers will be sorted into the categories below and prioritized accordingly.

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members.

Category 2: Immediate administrative transfers. These transfers are necessary in order to accommodate a family needing accessible features or other reasonable accommodations.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families, to correct occupancy standards, to allow for non-emergency but medical transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of resolving a serious problem.

### 27.3 VAWA EMERGENCY TRANSFER PLAN

In accordance with VAWA, the Housing Authority has adopted an Emergency Transfer Plan. The Plan includes but is not limited to: applicant and resident protections, documentations of incidents, requesting emergency transfers, the transfer process, confidentiality, and domestic violence resources. VAWA related Emergency Transfers will be handled according to this Plan.

### 27.4 MANDATORY AND OPTIONAL TRANSFERS

Based on the information provided by RHA or the resident when requesting a transfer, the request will be considered as either mandatory or optional. This designation will be considered using the criteria below.

- A. Tenants must comply with the following mandatory transfers including:
  - 1. Emergencies due to physical or safety hazards;
  - 2. Demolition, disposition, revitalization and rehabilitation activities;
  - 3. Composition changes that exceed occupancy standards or local ordinances; and
  - 4. Compliance issues with the Incentive Public Housing program.
- B. Tenants may choose to request and/or accept optional transfers for circumstances including:
  - 1. Reasonable accommodations;
  - 2. VAWA related issues;
  - 3. Composition changes that do not exceed occupancy standards or local ordinances; and
  - 4. Tenant initiated transfers.

### 27.5 OVER OR UNDERHOUSED

During continued occupancy, RHA will determine if the family is over or underhoused based on the Occupancy Standards Table in Section 19.5. RHA will not consider the family over or underhoused and require a transfer, unless family changes have occurred and the family is now comprised of two less household members than allowed under the minimum number of persons or two more household members than allowed under the maximum number of household members.

## 27.6 DOCUMENTATION

- A. If a medical transfer is requested, a physician's statement may be required indicating the need for the transfer so that a suitable transfer unit can be identified. Information as to the medical condition of the resident is not required.
- B. If an emergency transfer is requested under the VAWA act, the resident must complete and submit the required documentation in accordance with RHA's Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

## 27.7 RESIDENTS IN GOOD STANDING

When a transfer is optional, at the request of the family, and not required to address an emergency, medical, or accessibility needs, it will not be approved unless the family is in good standing with the Housing Authority. This means the family must be in compliance with their Lease and current in all payments to the Housing Authority. However, transfers that are considered mandatory will not be delayed due to resident's status.

## 27.8 PROCESSING TRANSFERS

Residents waiting on the transfer list will be sorted by the categories listed above. Each transfer request will be stamped by date upon receipt. The Housing Authority will transfer households to an appropriate public housing unit that meets the families housing needs based on availability.

Upon offer and acceptance of a unit, the family will execute all leasing documents. The resident will be required to move to the new unit within five days (excluding Sunday) from the date the new lease has been signed. Double rent will be charged to the resident beyond the five days allowed. In case of a transfer, the security deposit for the first unit may be transferred to the second unit. If the original security deposit is less than the amount of the new security deposit, the resident is responsible to pay the additional amount required by the Housing Authority.

- A. If a family rejects without "good cause" any unit offered, this will result in removal from the transfer list. The family will be allowed one (1) rejection with good cause. RHA reserves the right to determine what constitutes good cause.



- B. If the transfer is determined as mandatory by the Housing Authority and the family rejects the offer without good cause, the Housing Authority will take action to terminate their tenancy.
- C. If the transfer is determined as optional and not required by the Housing Authority and the family rejects the unit offer without good cause, the Housing Authority will remove the family from the transfer list.
- D. If the transfer determined as optional and the family is found to not be in good standing at the time that a unit is assigned to them, they will not be removed from the transfer list but be held as pending until the residents re-establish good standing status. RHA may limit the number of offers made if resident is not a resident in good standings.

## 27.9 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; and
- B. When a 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 Housing Authority in accordance with current Uniform Relocation Assistance and Real Property Acquisition Act rates in the following circumstances:

- AA. When the transfer is needed in order to carry out demolition, disposition, revitalization and rehabilitation activities;
- BB. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable;
- CC. The Housing Authority will pay moving expenses to transfer a resident with a disability from a non-accessible unit to an accessible unit as an accommodation for the resident's disability;
- DD. Residents in an Incentive Community with work requirements that become unemployed or underemployed; and
- EE. When a family that does not need special features occupies an accessible unit needed by a disabled family;

FF. When the Housing Authority requires a family to move into a more appropriately sized unit.

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

#### 27.10 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. If the transfer request is approved, the family's name will be added to the transfer waiting list.

#### 27.11 RIGHT OF THE HOUSING AUTHORITY

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

#### 27.12 SPECIAL ADMISSIONS FOR RESIDENTS UNDER A MANAGEMENT AGREEMENT

In an effort to reduce financial strain, potential evictions, or other hardships, the Housing Authority may give special admission status to families who have applied for public housing and are currently residing in a non-public housing property managed by RHA. This special admission status will allow these individuals to move to the top of their applied waiting list. These will be reviewed on a case-by-case basis and the number of approvals per year is up to RHA's discretion. Special admission status may be given:

- To residents of properties with whom RHA has an existing and current Management Agreement in place;
- When a financial, personal, or otherwise extraordinary hardship has been verified by staff and reasonable attempts to alleviate the hardship have been taken; and
- In the event that a resident is at risk of being evicted or becoming homeless.

### 28.0 INSPECTIONS

HUD regulations require that RHA inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, RHA may require additional inspections according to this Policy. The information below outlines RHA's inspection types, notification of unit entry, and inspection findings.

#### 28.1 MOVE-IN INSPECTION

The Housing Authority along with the head of household, co-head, or spouse will inspect the unit prior to signing the Lease. Both parties will sign the move-in inspection form

stating the condition of the unit during the leasing appointment. A physical or electronic copy of the signed inspection will be given to the resident and the original will be placed in the resident file.

## 28.2 QUALITY CONTROL INSPECTION

The Housing Authority will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues. The purpose of these quality control inspections is to assure repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. Inspections will be conducted within fifteen (15) business days of the completed work order. The original work order will serve as the notice for entry.

## 28.3 ANNUAL INSPECTION

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

## 28.4 PREVENTIVE MAINTENANCE INSPECTION

This inspection is intended to keep items in good repair which will extend the life of the unit and its equipment and reduce the frequency of resident charges.

## 28.5 SPECIAL INSPECTION

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

## 28.6 HOUSEKEEPING INSPECTION

As necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. Housekeeping inspections will occur at least annually for all households. Families who are noted to have housekeeping deficiencies may be inspected more frequently as determined by RHA.

Inspections determine if housing provided is safe, habitable, functionally adequate, operable, and free of health and safety hazards—in compliance with the National Standards for the Physical Inspection of Real Estate: Inspection Standards (NSPIRE)—for very low- and low-income families.

## 28.7 TRANSFER INSPECTION

The Housing Authority may conduct an inspection which the family must pass housekeeping standards prior to being placed on the transfer list. The resident may be required to have a satisfactory housekeeping inspection within 30 days of any unit offer.

## 28.8 EMERGENCY INSPECTION

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

## 28.9 PRE-MOVE-OUT INSPECTION

When a resident gives a 30-day written notice that they intend to move, the Housing Authority may offer to schedule a pre-move-out inspection with the family. The inspection will help the family to identify any problems, which if left uncorrected, could lead to maintenance charges. This inspection is a courtesy to the family extended by the Housing Authority and does not address damages done subsequent to the inspection.

## 28.10 MOVE-OUT INSPECTION

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. An authorized housing representative will inspect the premises, take photos/videos as needed and furnish a statement to the resident of any charges the family owes. This inspection becomes the basis for any claims that may be assessed against the security deposit and the resident's security deposit will be used to offset any damages the family made to the Housing Authority's property during their residency.

## 28.11 NOTICE OF INSPECTION

The Housing Authority will give the resident at least two (2) days written notice for inspections defined as annual inspections, preventative maintenance inspections, special inspections, transfer inspections, and housekeeping inspections. No notice will be given for performing systematic routine maintenance or emergency inspections.

## 28.12 ITEMS NOTED DURING INSPECTIONS

All observed and documented repairs or items noted during inspections will generate the necessary work order by a housing representative for resolution. Prior inspection documentation may be used to determine whether an item existed prior to move-in or was caused during the family's residency. Resident accounts will be charged for work items determined to be the family's responsibility beyond normal wear and tear according to the Maintenance Charge Sheet.

## 29.0 SMOKE-FREE HOUSING AND BUILDING POLICY

## 29.1 POLICY

This policy establishes standards and requirements to provide smoke-free housing and buildings for all RHA residential and administrative properties. This policy does not prohibit individual residents or staff from smoking. However, smoking is not permitted anywhere inside restricted areas, and within a 25 foot perimeter outside of any buildings.

- A. Smoking is prohibited in restricted areas. All current and new residents, guests, employees, contractors and visitors in and/or on RHA property will be prohibited from smoking inside restricted areas as defined in this policy.
- B. This policy is incorporated into all residents' lease agreements. Failure of any resident to follow the Smoke-Free Housing and Building Policy is considered a serious lease violation.
- C. Any cigarette, tobacco or other smoking materials not properly disposed of may be cause for a charge to the residents account for trash removal.
- D. Repeated violations of the Smoke-Free Housing and Building Policy may be considered material non-compliance with lease requirements and may be good cause for lease termination.

## 29.2 ENFORCEMENT

If the smell of smoke or smoking materials is reported, RHA will seek the source of the smoke and appropriate action will be taken. Residents are encouraged to promptly give their Property Manager a written statement of any incident where smoke is migrating into the resident's rental unit from sources outside of the resident's home. Any violation of the Smoke-Free Housing and Building Policy by any resident, resident household member, or guest will be considered a lease violation. The following progressive plan will be enforced:

- **1<sup>st</sup> Violation:** Verbal/written warning and provide cessation information.
- **2<sup>nd</sup> Violation:** Written warning and provide cessation information.
- **3<sup>rd</sup> Violation:** Written warning, conference with Property Manager, and provide cessation information. A nuisance charge may also be applied to the resident's rental account.
- **4<sup>th</sup> Violation:** Lease Termination subject to RHA's grievance procedure.

## 29.3 SMOKING CESSATION ASSISTANCE

Smoking cessation resources provided by outside agencies will be made available to residents. RHA staff is not qualified to answer questions and otherwise provide smoking cessation assistance. Staff is only equipped to refer residents to options and opportunities of smoking cessation available in their community.

## 29.4 DEFINITIONS

- “Smoking” is defined as the carrying or smoking of a lit product or the burning of any substance or material to be inhaled including, but not limited to: cigarettes, cigars, hookahs/water pipes, electronic cigarettes, or pipes.
- “Housing Authority property” means any property owned, leased, or otherwise controlled or operated by RHA, including buildings, other structures and grounds, and vehicles owned or leased by the Housing Authority.
- “Restricted Areas” means indoor areas of all RHA buildings owned and operated by the Housing Authority such as rental units, and including but not limited to: porches, patios, electrical closets, storage units, administration buildings, and in other areas designated by RHA as smoke-free.
- “25 foot perimeter” means there is to be no smoking in any indoor or outdoor areas within 25 feet of any RHA owned and operated buildings, rental units, community rooms, administrative office buildings or company vehicles.

## 29.5 DISCLAIMER

Raleigh Housing Authority does not act as a guarantor of this policy. RHA disclaims any implied or express warranties that the building, common areas or resident’s premises will have any higher or improved air quality standards than any other rental area, or will be free from second or third hand smoke. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the RHA does not assume any higher duty of care to enforce this policy than any other RHA obligation under the lease. Failure to enforce any part of this policy does not negate the right of the RHA to enforce it in the future.

## 30.0 PET POLICY/AGREEMENT

This pet policy establishes clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of the ownership of pets. Additionally, it establishes reasonable rules governing the keeping of common household pets.

This policy’s aim is to balance the rights of pet ownership with the rights of all residents to a safe and sanitary living environment. Pets are a serious responsibility and risk. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damages for which residents will be held liable. Pets may also pose a potential risk to other residents, visitors, staff, and contractors. Pets are only allowed with the prior written approval of Management.

## 30.1 EXCLUSIONS

Assistance and service animals that are needed as a reasonable accommodation to assist persons with disabilities are not considered pets and are not subject to the Pet Policy. Details regarding assistance and service animals can be found in Section 9.7.

Assistance and service animals are not subject to a pet deposit, although residents are liable to damages beyond wear and tear. While not “pets”, a pet sticker may still be provided to help staff identify units where animals are present. Residents are to maintain their units and associated facilities in a decent, safe, and sanitary manner and animals cannot disturb neighbors.

### 30.2 PET LIMITATIONS

Pets will be limited to the common household pet kept in the home for pleasure rather than commercial purposes. A domesticated animal such as cats, dogs, birds, hamsters, gerbils, guinea pigs and fish will be allowed. Only one pet will be permitted per household unless otherwise stated. Pets are subject to the following standards:

<b>Type of Animal</b>	<b>Num. Allowed</b>	<b>Size Limits*</b>	<b>Additional Information</b>
Dog	One	35 lbs	Dogs are not restricted by breed.
Cat	One	20 lbs	Domesticated cat breeds only.
Small Mammal	Two	20 lbs	Hamsters, gerbils, guinea pigs etc.
Fish	Up to 10	Varies	Aquarium must not exceed 20 gallons.
Bird	Two	5 lbs	One cage allowed per household.

\*Animals actual/projected size at full maturity must not exceed the indicated limits.

Pets that do not comply with the standards above must be removed from the premises within 48 hours of notice from RHA. Failure to adhere to these limitations is grounds for lease termination.

Other pets are not allowed including but not limited to ferrets, rabbits, monkeys, reptiles including snakes and lizards, large birds and others. Other pets not specifically listed must be cleared in writing by RHA management prior to acquiring the pet as appropriate.

### 30.3 ADDING PETS/ANIMALS TO THE HOUSEHOLD

All households must receive prior approval to add a pet/animal to a household. Pets/animals will not be approved to reside in a unit until all necessary information is received. Upon receiving a request to add a pet/animal to the household:

- A. Residents will be required to complete and sign a Pet Policy/Agreement form.
- B. Registration documentation will be required from the family including:
  - 1. A current color photo of the pet/animal;
  - 2. Proof that shots are current and evidence it has been spayed or neutered;
  - 3. Certifications signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, that the pet has no communicable disease(s) and is pest-free; and
  - 4. Verification of the actual or anticipated weight at full maturity.
- C. A copy of the pet policy will be provided and will act as certification that the family has read the policies and/or rules, understands them, and agrees to comply with them.
- D. A pet sticker will be issued to the resident that must be displayed on the top right corner of the front or back door of the unit.

#### 30.4 REFUSAL TO REGISTER

RHA may refuse to register a pet if:

- 1. The pet is not a common household pet as defined in Section 29.2;
- 2. Keeping the pet would violate any restrictions listed in this policy;
- 3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually at recertification;
- 4. The requestor has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order; or
- 5. RHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

If RHA refuses to register a pet, a written notification will be sent to the pet owner within ten (10) business days of the decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with RHA's grievance procedures.

#### 30.5 PET DEPOSIT



A pet deposit will be required at the time of registering a pet and is due in advance of the pet entering the home. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

Dogs	\$300 refundable fee for all units except townhomes and the single-family homes.
	\$500 refundable fee for townhomes and single-family homes
Cats	\$300 refundable fee for all units except townhomes and the single-family homes.
	\$500 refundable fee for townhomes and single-family homes.
Others	\$100 refundable fee.

### 30.6 PET RULES AND OWNER RESPONSIBILITIES

RHA has established the following pet rules owner responsibilities as reasonable requirements for its families:

#### A. Pet Housing and Confinement

- A kennel or similar crate for securing pets is required.
- Pets must be confined in a kennel for housing inspections and work order completion.
- Residents are responsible for pet confinement and RHA will not assume responsibility for any pets that are not properly confined.
- Pet owners must not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Pets are not to be tied or confined on porches, decks, patios or stoops. They also should not be tied or chained to any landscape features such as fences, clothesline poles, railings, stairwells, trees, steps or electrical boxes.

#### B. Cleanliness

- Dogs and cats must be housebroken.
- The owner is responsible for cleaning up after and disposing properly of their pet's waste. Waste is to be removed by the owner and discarded in a plastic bag and then placed in an outdoor trash receptacle.

- In no case will pets be permitted to utilize porches, patios, or decks to relieve themselves.
- The resident's apartment must be kept clean and free of pet odors.
- When the pet is a cat, a litter box must be used. The box cannot be placed directly onto the floor, including carpet or tile. A piece of plywood at least as large as the litter box must be placed underneath the litter box. The litter must be replaced at least once per week to avoid odor, and cleaned daily. The litter must be disposed of in a plastic bag, secured at the top and placed in the trash. Inspections will include the litter box areas.

### C. Pet Rules

- Each pet owner shall be responsible for appropriately training and caring for the pet to ensure that the pet is not a nuisance or danger to other residents and does not damage RHA property.
- Pets must be under the owner's control at all times.
- Pets are not to roam freely and must be on a leash at all times.
- No pet, other than the resident's authorized pet, will be allowed on the Housing Authority's property. Visitors are not allowed to bring pets onto the property.
- Household members are not allowed to walk pets in common areas unless they are able to maintain control of the animal at all times.
- RHA property is not to be used as part of a pet business including pet sitting, breeding, grooming or boarding.
- The owner must have at least one alternate caregiver for the pet on file with RHA to include name and contact information. This person will be responsible for walking, feeding, and otherwise caring for the pet in the event the owner should become ill or incapable of caring for the pet.
- Pets are not to interfere with other's peaceful enjoyment of the property.
- Barking dogs, abuse or neglect of the pets, aggressive behavior by pets including biting or attack postures will result in the termination of the pet agreement and force the removal of the pet from the premises.
- While not required, the Housing Authority highly recommends that owners obtain renters insurance with pet coverage.

- Pets must wear their collar and rabies registration tag at all times.

#### D. Associated Charges

- RHA applies the pet deposit to cover reasonable expenses directly attributable to the presence of a pet, including but not limited to the costs of repairs and replacements to, and fumigation of, the unit.
- A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.
- Owner's failure to confine a pet may result in a nuisance charge as posted on Maintenance Charge list.
- If it is necessary for RHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
- Charges assessed for pet damages will become due and collectible 30 days after the Housing Authority gives written notice of the charges. Failure to pay for these damages will be grounds for termination.

#### E. Emergency Situations

- RHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
- Animal cruelty and animal bites will be referred to animal control or an applicable agency for investigation and enforcement.
- In the case of an attack made on residents, guests or staff, animal control will be called and the pet must be immediately and permanently removed.
- Pets that are removed as a result of any aggressive act on the part of the pet will not be allowed back on the premises.

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if the Housing Authority cannot contact the responsible party or alternate caregiver, the Housing Authority may contact the appropriate state or local agency and remove the pet at the owner's expense.

If the pet owner has failed to remove the pet or correct a pet rule violation within the time period specified by the Housing Authority, then the pet's approval may be revoked. A pet policy violation is sufficient cause to terminate the lease.

### 30.7 LIABILITY

Residents will be held solely responsible and liable for the conduct or misconduct of their pet(s). RHA and its representatives will not be held responsible for any accident or injury involving residents, guests, or visitors to the premises as a result of allowing pets. Any incidence of an animal, whether a pet, support or therapy animal, biting a person on RHA property will be reported to the Raleigh Animal Control by staff.

### 31.0 REPAYMENT AGREEMENT POLICY

At the sole discretion of the Housing Authority, installment agreements may be approved for the following reasons, but not limited to:

1. Verified resident hardship;
2. Fire damages or casualty loss;
3. Maintenance charges; or
4. Security deposits.

All repayment agreements must be made in writing, approved in advance by the Director of Housing Management, and signed by a RHA representative and the resident. Failure to comply with the Repayment Agreement terms including late or missed payments is good cause for lease termination. Unless otherwise approved by the Director of Housing Management, repayment agreements will be as listed:

- The Security Deposit Agreement will require one third down and the remaining balance paid equally within the next two months from the date of the agreement.
- All other repayment agreements will require 50% down and the remaining within the next two months from date of the agreement.
- Installment agreements will not be made for less than \$100.00.

In the event that the total amount due of regular monthly rent plus any retroactive rent repayment amount exceeds 40% of the household's monthly income, then alternative repayment agreement terms may be offered in order to keep resident repayments affordable. Retroactive rent repayments will be reviewed when changes to households income are determined/reported.

## 32.0 RESIDENT OBLIGATIONS

A. Residents must notify the Housing Authority immediately of any known need for repairs to the dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the dwelling unit. Resident failure to promptly report the need for repairs will be considered to contribute to any damage that occurs. Immediate attention should be given to the following:

- Water damage or leaks;
- Mold, mildew, or discoloration;
- Chipping or peeling paint;
- Inoperable door or window locks;
- Missing range queens;
- Missing knobs on range;
- Missing or malfunctioning smoke detectors and carbon monoxide detectors;
- Broken or missing outlet covers;
- Broken heating or air conditioning unit;
- No hot water to a unit;
- Gas odors;
- Clogged plumbing;
- Torn carpet or floor covering;
- Infestations of any kinds including rodents, roaches, termites, bed bugs and fleas;
- Rotten/broken/missing stairs or rails; and
- Electrical shortages or exposed wires.

Listed above are examples of some concerns that should be called in immediately to the work order system. This list is not exhaustive and residents should take precautions to call in a work order for repair if they are uncertain.

In the event that a resident suspects a water leak, they must promptly call in a work order and shut off valves underneath sinks and behind toilets until the issue is resolved. Residents who suspect a leak due to a drastically increased bill should provide copies of their bill to the Management office and staff will assist the resident with contacting the utility company regarding an adjustment. Residents should not ignore water bills or allow leaks to go unreported as RHA does not pay individual water bills nor cover the costs of unreported malfunctions.

- B. The resident is responsible for the conduct of their guests/visitors while on RHA property.
- C. In accordance with RHA's Lease Agreement and Trespass Policy, residents must not allow trespassed individuals into the dwelling unit. If the resident or members of the household knowingly allow trespassed individuals into the dwelling unit, such action will be considered a material and serious violation of the Lease and may result in termination of the Lease. In the event a trespassed individual tries to enter the premises, the resident must call the police to report the intrusion.

### **33.0 TERMINATION**

#### **33.1 TERMINATION BY RESIDENT**

The resident may terminate the Lease at any time for any reason by submitting a 30-day written notice to vacate. The family will be liable for rent and other charges for the full 30-day period. Residents who surrender a unit without giving a proper 30-day notice will be liable for the remaining time of the required notice period. Failure to give notice and to surrender the premises accordingly will render the resident liable for the 30-day period following the discovery of the abandoned unit.

#### **33.2 TERMINATION BY THE HOUSING AUTHORITY**

The Housing Authority will terminate the Lease for violations of material lease terms. RHA may conduct criminal records checks when it has come to its attention, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks may also include sex offender registration information.

Violations that are considered good cause for termination include, but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;

- C. Failure to provide timely and accurate information regarding family composition, income, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Failure to adhere to Smoke-Free Housing and Building Policy;
- G. Subletting of the premises;
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity or drug-related criminal activity on or off the premises;
- K. Fraud cases;
- L. Household includes an individual who is subject to a lifetime registration requirement under any State Sex Offender Registration Program;
- M. Allowing individuals and guests not on the Lease to reside in the household beyond the allotted time frame; and
- N. Other good cause.

Residents should notify RHA staff of any criminal convictions directly related to disability status so that reasonable accommodations may be considered. If RHA is required to file a summary ejectment action to terminate the resident's Lease Agreement and is awarded possession in the summary ejectment action, RHA may recover costs and attorneys' fees up to the maximum amount permitted by law.

### 33.3 EVICTION PROTECTIONS UNDER VAWA

VAWA creates an exception to the "one-strike" policy for victims of domestic violence, dating violence, sexual assault or stalking. However, the Housing Authority may still evict a victim for unrelated criminal activity as long as in doing so, the Housing Authority does not hold the victim to a more demanding standard than other residents.

A household cannot be evicted solely for acts of domestic violence of which a member of the household is the victim, even if the acts of domestic violence were committed by the household member's guest, another member of the household or other person under the resident's control.

RHA retains the authority to terminate any resident if it can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.

A resident who RHA is seeking to terminate due to criminal activity can assert that they fall under the domestic violence exemption by notifying RHA. At this point, RHA will request in writing that the individual provide certification within 14 business days. RHA may extend the 14-day deadline at its discretion.

In lieu of certification, the victim may provide 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 which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault or stalking has signed or attested to the documentation. RHA will contact the person making the certification to verify its authenticity.

The Housing Authority may terminate the assistance to remove a lawful occupant or resident who engages in criminal acts or threatened acts of violence, sexual assault or stalking to family members or others without terminating the assistance of victimized lawful occupants.

### 33.4 ARREST RECORDS

An arrest record will not be the sole basis of termination, but RHA may consider the following circumstances prior to terminating a lease for criminal activity:

1. The seriousness of the offending action, especially with respect to how it would affect other residents;
2. The extent of participation and culpability of the leaseholder, or other household members in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault or stalking;
3. The effects that the eviction will have on other family members who were not involved in the action or failure to act;
4. The effect on the community of the termination, or of RHA's failure to terminate the tenancy;
5. The effect of RHA's decision on the integrity of the public housing program;
6. The demand for housing by eligible families who will adhere to lease responsibilities;



7. The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;
8. The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future; and
9. Whether a preponderance of the evidence exists as will use this as the standard for making all termination decisions. [24 CFR 982.553(c)] Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

### 33.5 DECEASED HEAD OF HOUSEHOLD AND REMAINING MEMBERS

If the Head of Household (HOH) dies or leaves the dwelling unit permanently for any reason, any remaining family members may continue to occupy the unit if there is at least one household member (not a live-in aide) or other individual of legal age who is a citizen or eligible non-citizen, and has capacity to execute the lease, in accordance with state and local laws.

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

As soon as the Housing Authority learns that a head of household is absent or deceased, staff will contact the emergency contact listed in the resident file. The following guidelines will be observed for determining whether housing assistance will be continued or terminated:

- A. Any remaining adult household members listed on the Lease will be given the opportunity to take over as the new head of household in order to retain housing assistance. A new Lease agreement and other documentation will need to be executed in accordance with this policy.
- B. If the deceased head of household is a single person family, the Housing Authority will seek to terminate housing assistance.
- C. If the head leaves behind a household of minors, RHA may allow a temporary adult caretaker to reside in the unit until a court-appointed guardian is established. Adult guardians who assume the responsibility of the unit as head of household will be screened for eligibility in accordance with this policy.

The approval of a caretaker is at the HA's discretion and subject to the HA's screening criteria. If neither a parent nor a designated guardian remains in a household, the HA will take the following actions:

If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the HA will extend the caretaker's status as an eligible visitor.

At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

### 33.6 EXCLUSION OF CULPABLE HOUSEHOLD MEMBERS

As an alternative to lease termination, RHA may consider continuing occupancy for household members found not culpable of causing the action or failure to act that triggered termination proceedings. RHA may consider continuing residency if the household member that was found culpable is removed from the household.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the removed household member's new address upon request. Acceptable evidence may include utility bills, a driver's license or state ID, lease agreement or mail from a government agency. At any time, RHA will move to terminate the entire household's residency if there is a failure to comply with these conditions.

RHA will consider any requests it receives to avoid household termination of residency through the removal of culpable household members. These requests will be reviewed on a case-by-case basis and RHA will be solely responsible for its determinations. This alternative can be used if it is viable with RHA policies. Factors that may be considered during a review include the:

1. Protections offered under the Violence Against Women Act;
2. Seriousness of the offense and subsequent termination;

3. Number of violations to the Lease Agreement or RHA policies;
4. Effect of the termination on non-culpable household members; and
5. Impact that the termination may have on other households and the surrounding community.

### 33.7 EVICTIONS

RHA may only evict residents from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. RHA may not proceed with an eviction action if it has not made available the documents to be used in the case against the family and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(1)(3).

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, RHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases. If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, RHA will seek the assistance of the court to remove the family from the premises as per state and local law.

### 34.0 GRIEVANCE PROCEDURE

The Grievance Procedure is intended to effectively and efficiently resolve disagreements between RHA and residents without the necessity of going to court. This Policy is maintained separately and incorporated by reference into the Lease, and adopted pursuant to Title 24, Code of Federal Regulations, Part 996. During initial lease-up, a copy of the Grievance Procedure will be issued to the resident. The Grievance Procedure sets forth the guidelines and states the steps necessary to request a hearing.

The Grievance Procedure does not apply to:

1. Disputes between residents not involving RHA;
2. Applicant decisions for admission to developments operated by RHA;
3. Policy changes or suggested improvements to RHA;
4. Evictions for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of RHA's public housing premises by other residents or employees of RHA; or

5. Evictions for violent or drug related criminal activity on or off RHA premises.

Eviction cases that are not subject to the Grievance Procedure are filed directly with the courts.

### **35.0 VACATED ACCOUNT DEBT COLLECTION**

Residents who vacate owing an unpaid balance will be denied future housing assistance until the debt is paid. After Housing Authority staff has sent demand letter(s) and exhausted its collection efforts, the Housing Authority may pursue collection and share information regarding the debts owed to the following entities:

1. Collection Agencies;
2. U.S. Department of Housing and Urban Development EIV Debts Owed Program; and
3. North Carolina Setoff Debt Collection.

### **36.0 RETURN OF SECURITY DEPOSIT**

After the family moves out, the Housing Authority will return the security deposit within 30 days. If, through no fault of their own, the Housing Authority does not receive anticipated contractor invoices relating to damages within 30 days of the vacate date, the Housing Authority will have up to 60 days to return the deposit.

### **37.0 RECORDS RETENTION**

RHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. RHA will maintain applicant and resident information in a way to ensure confidentiality. Resident and applicant files and records will be disposed of in a manner to prevent any unauthorized access to personal information.

In addition, RHA will retain records for the appropriate times as indicated below:

- A. Ineligible applications will be retained for at least five (5) years.
- B. During the term of public housing residency, and for at least five (5) years following the end of participation, RHA will keep all documents related to a family's initial eligibility, initial occupancy, and end of participation.
- C. RHA will retain the last three (3) years of rent calculations, income verification, re-examinations and supportive documents related to changes in rent including form HUD-50058.

- D. Lead-based paint records for at least four (4) years or as required by 24 CFR 35, Subpart B.
- E. Documentation related to utility allowances and surcharges for at least four (4) years.
- F. Accounts of other records supporting RHA's budget and financial statements for the public housing program for at least four (4) years.
- G. Other records as determined by RHA or as required by HUD.

### 37.1 RECORDS MANAGEMENT

All applicant and participant information will be kept in a secure location and access will be limited to authorized staff. RHA staff will not discuss personal family information unless there is a business reason to do so. Records will be destroyed once the purpose for which the record was requested has been completed and the appropriate time period has expired.

#### A. Criminal Records

RHA may only disclose the criminal conviction records received from a law enforcement agency to officers, employees, or to authorized representatives who have a job related need to have access to the information. All criminal and sex offender records will not be misused or improperly disseminated.

#### B. Medical/Disability Records

RHA is not to inquire about the nature or extent of a person's disability, diagnosis or details of treatment for a disability or medical condition. If RHA receives a verification document that provides such information, then RHA will destroy the document.

#### C. Domestic Violence, Dating Violence, Sexual Assault or Stalking Records

All information provided regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim will be retained in confidence as required by VAWA.

## 38.0 GLOSSARY

*1937 Housing Act:* The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.). (24 CFR 5.100)

*25 Foot Perimeter:* the 25 foot perimeter including all outdoor areas within 25 feet from any RHA owned and operated buildings, rental units, community rooms, administrative office buildings.

*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.

*Accessible:* The facility or portion of the facility can be approached, entered, and used by persons with disabilities

*Adjusted Annual Income:* The amount of household income, after deduction for specified allowances, on which tenant rent is based. (24CFR 5.611)

*Admissions and Occupancy Policy (ACOP):* The policy that defines the operation for a PHA's public housing program.

*Adult:* A household member who is 18 years or older or who is the head of household, co-head or spouse.

*Allowances:* Amounts deducted from the household's annual income in determining adjusted annual income.

*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. (24CFR 5.403)

*Annual Income:* All amounts, monetary or not, that are received by household or are anticipated to be received from a source outside the family during the 12 month period.

*Applicant:* 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)

*Assets:* The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

*Asset Income:* Income amount earned over a 12- month period on assets to which the family has access.

*Auxiliary Aids:* Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

*Benefit Income:* Income received regularly from service agencies including Social Security, Supplemental Security Income, disability, unemployment, and TANF.

*Bifurcate:* To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

*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:* A member of the family other who is under 18 years of age. (24 CFR 5.504(b))

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

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

*Consent Form:* Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information. (24CFR 5.214)

*Co-Head of Household:* An individual in the household who is equally responsible for the lease with the Head of Household. A co-head may be under 18 years old if declared an "emancipated minor".

*Dating violence:* Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

*Day Laborer:* An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

*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 that is deducted from the household's annual income in determining adjusted annual income.

*Disabled Families:* families whose head, co-head, spouse, or sole member is a person with a disability. (24 CFR 945.105)

*Disability Assistance Expenses:* Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care 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:* the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

*Disallowance:* Exclusion from annual income.

*Displacement:* Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States or through no fault of their own by governmental action.

*Domestic Violence:* 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 cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

*Drug-Related Criminal Activity:* Drug trafficking or the use, sale, distribution, or possession of a controlled substance considered illegal by the Federal government.

*Earned Income:* The full amount of income or earnings of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and other employee compensation before payroll deductions and net income from self-employment.

*Earned Income Disallowance or Disregard (EID):* A program that allows eligible tenants to increase their income through employment without triggering rent increases.

*Elderly Families:* Families in which the head, co-head, or spouse is 62 years or older. An elderly family may include one or more persons age 62 or older living with a live-in aide.

*Enterprise Income Verification (EIV):* The EIV system is a web-based system maintained by HUD that contains resident wage and benefit data.

*Extremely Low-Income Families:* Those families, whose incomes do not exceed 30% of the median income for the area.

*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.). (24CFR 5.100)



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

*Family Members:* All members of the household other than live-in aides, foster children, and foster adults listed on the Lease.

*Flat Rent:* A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority annually. For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. *Formula Method:* A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, or the minimum rent.

*Foster Care Adult:* A member of the household (usually a person with a disability, unrelated to the tenant family, who is unable to live alone) who is 18 years of age or older and for whom the family provides necessary shelter, care, and protection.

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

*Fraud:* The intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury.

*Full-Time Student:* A household member attending school or vocational training on a full-time basis as defined by the educational or vocational institution. (24 CFR 5.603(d)) *Gender Identity:* Actual or perceived gender-related characteristics.

*Grievance:* A dispute a resident may have with respect to RHA action or failure to act in accordance with the Lease or any statute, regulation, policy or procedure.

*Guest:* A person not on the lease who is temporarily staying in a unit with the consent of the head of household or other members of the household.

*Head of Household:* The one adult member of the household, designated by the family or by PHA policy as the head of household, who is wholly or partly responsible for rent payment.

*Homeless:* any individual or family who: (1) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized; (2) has no other safe residence; and (3) lacks the resources to obtain other safe permanent housing.

*Household Members:* All members of the household including members of the family, live-in aides, foster children, and foster adults.

*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.

*Housing Authority Property:* any property owned, leased, or otherwise controlled or operated by RHA, including buildings, other structures and grounds, and vehicles owned or leased by the Housing Authority.

*Imputed Income:* The amount calculated by multiplying net family assets by a HUD specified percentage for households with net family assets of more than the annually HUD-published asset limitation amount.

*Income:* All amounts, not specifically excluded, received from all sources of each member of the household aged 18 years and older, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets as determined in accordance with criteria established by HUD.

*Independent Contractor:* An individual who qualifies as an independent contractor, instead of an employee, under IRS federal income tax requirements and whose earnings are subject to the self-employment tax.

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

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

*Jurisdiction:* The area in which the PHA has authority under state and local law to administer the Program.

*Limited English Proficiency (LEP):* Individuals who do not speak English as their primary language and/or who have a limited ability to read, speak, write, or understand English.

*Lease Agreement:* A written agreement between the PHA and a tenant family for the leasing a public housing unit. The lease establishes the legal relationship between the PHA and the tenant family.

*Live-in Aide:* A person who lives with one or more elderly persons, near-elderly persons, or persons with a disability, and who: (1) is determined by the PHA to be essential to the care and well-being of the person(s); (2) is not financially responsible for paying bills for or sharing resources to support the tenant; and (3) would not be living in the unit except to provide necessary supportive services.

*Local Preference:* A preference used by the PHA to select among applicant families.

*Low-Income Families:* Those families whose incomes do not exceed 80% of the median income for the area.

*Lump Sum Payments:* A large sum of money that is paid in one single payment instead of broken up into installments.

*Medical Expenses:* Family members' medical expenses 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)).

*Minimum Rent:* An amount established by the PHA of zero to \$50.

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

*Mixed Family:* A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

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

*Near Elderly Family:* A family whose head, spouse, or sole member is a person who is at least 50 years of age but under the age of 62. (24 CFR 5.403(b))

*Net Family Assets:* 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. (24 CFR 5.603(d))

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

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

*Other Adult:* A member of the household excluding foster adults, other than the head or spouse or co-head, who is 18 years of age or older regardless of disability status.

*Over-Income Family:* A family whose annual household income exceeds the over-income limit as determined by HUD.

*Over-Income Limit:* The limit that determines whether a family is considered a low-income family according to HUD.

*PHA Plan:* The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

*Participant:* A family that has been admitted to the PHA program and is currently assisted in the program.

*Person with Disabilities:* 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.

*Public Assistance:* Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

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

*Reasonable Accommodation:* A change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to participate in or take full advantage of a program or service, or to use and enjoy a dwelling, including public and common use spaces.

*Reasonable Modification:* A structural change to a unit or common space that may be necessary to overcome a disability related barrier.

*Recertification:* The annual reexamination of a family's expenses and composition to determine the family's rent. For flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)].

*Regular Contributions or Gifts:* Cash or non-cash income provided to a household on a regular basis. Contributions may include rent and utility payments paid on behalf of the family.

*Remaining Member of a Resident 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.

*Resident:* The person or family renting or occupying an assisted dwelling unit. (24CFR 5.504(b)).

*Seasonal Worker:* An individual who is hired for a short-term position where employment begins about the same time each year. Typically, they are hired to address seasonal demands.

*Security Deposit:* A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the PHA upon termination of the lease.

*Self-Declaration:* A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition.

*Sexual Assault:* Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent. (42 U.S.C. 13925(a))

*Sexual Orientation:* A person's identity in relation to the gender or genders to which they are sexually attracted including homosexuality, heterosexuality or bisexuality.

*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.

*Smoking:* the carrying or smoking of a lit product or the burning of any substance or material to be inhaled including, but not limited to: cigarettes, cigars hookahs/water pipes, electronic cigarettes, or pipes.

*Social Security Number (SSN):* The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration.

*Sporadic Income:* Income that is neither reliable nor periodic, and does the family expect to receive income from the source within the next 12 months.

*Spouse:* The marriage partner of the Head of Household.

*Stalking:* To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

*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)

*Stipend:* A flat amount paid to a resident to complete certain duties around the property on a regular basis.

*Tenant:* The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

*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.

*Tenant Rent:* The amount of payable monthly by the family as rent to the housing authority. (24 CFR 5.603(d))

*Third Party Verification:* Written or oral confirmation provided by a source outside the household of a family's situation including income, expenses, or household composition.

*Total Tenant Payment (TTP):* The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

*Trespass:* Entry to a person's land or property without their permission.

*Unauthorized Occupant:* A person residing in a unit who is not included on the lease in the composition of the household as approved by the PHA, or who is not a guest, is considered an unauthorized occupant.

*Underemployment:* Earning less than the amount calculated at 10 hours weekly for 50 weeks at the established minimum wage for the applicable locality.

*Utilities:* Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services.

*Utility Allowance:* An amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

*Very Low-Income Families:* Low-income families whose incomes do not exceed 50% of the median family income for the area.

*Violence Against Women Reauthorization Act (VAWA) of 2013:* Prohibits denying admission to, denying assistance under, or evicting from a public housing unit an otherwise qualified applicant or tenant on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

*Waiting List:* A list of individuals or families who have applied for housing assistance but have not been accepted or denied to the program.

*Welfare Assistance:* Welfare or other payments or 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:* The public assistance amount specifically designated for rent and utilities.

*Youth:* A member of the household regardless of disability status, who is under 18 years of age and is not a foster child.

Appendix A  
Income and Income Exclusions Resource Sheet

Category	Exclusion	CFR	Description
Other	Federally Mandated Income Exclusions	24 CFR 5.609(b)(22)	Amounts that must be excluded by federal statute. HUD will publish a Federal Register notice that includes the qualifying benefits.
Assets	Imputed Income from Assets	24 CFR 5.609(b)(1)	Any imputed return on an asset when net family assets total \$51,600 (adjusted annually) or less and no actual income from the net family assets can be determined.
Non-recurring income	Non-recurring income	24 CFR 5.609(b)(24)	Income that will not be repeated in the coming year based on information provided by the family.
Self-employment	Gross Self-employment Income	24 CFR 5.609(b)(28)	Gross income received through self-employment or operation of a business
Dependents	Minors (children under the age of 18 years)	24 CFR 5.609(b)(3)	All earned income of all children under the age of 18, including foster children.
Dependents	Adoption assistance payments	24 CFR 5.609(b)(15)	Adoption assistance payments for a child in excess of the amount of the dependent deduction.
Students	Students Earned Income of Dependent Students	24 CFR 5.609(b)(14)	Earned income of dependent full-time students in excess of the amount of the dependent deduction.
Students	Title IV HEA Assistance	24 CFR 5.609(b)(9)(i)	Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, requires to be excluded from a family's income.
Students	Students Other Student Financial Assistance	24 CFR 5.609(b)(9)(ii)	Student financial assistance, not excluded under the HEA, for actual covered costs of higher education.
Students	Educational Savings Account	24 CFR 5.609(b)(10)	Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529.



Baby bonds	Baby bonds	24 CFR 5.609(b)(10)	Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized or funded by federal, state or local government.
Foster children / adults	Payments for Foster Children / Adults	24 CFR 5.609(b)(4)	Payments received for the care of foster children or adults, including State kinship, guardianship care payments, or tribal kinship payments.
Foster children / adults	Income of foster children / adults	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603.
Live-in Aide	Income of a Live-in Aide	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult.
People with Disabilities	ABLE accounts	24 CFR 5.609(b)(22)	Will be included in federally mandated excluded amounts. Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded.
People with Disabilities	State Payments to Allow Individuals with Disabilities to Live at Home	24 CFR 5.609(b)(19)	Payment made by an authorized by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
People with Disabilities	Plan to Attain Self-Sufficiency (PASS)	24 CFR 5.609(b)(12)(i)	Amounts set aside for use under a Plan to Attain Self-Sufficiency (PASS).
People with Disabilities	Reimbursements for Health and Medical Care Expenses	24 CFR 5.609(b)(6)	Amounts for, or in reimbursement of, health and medical care expenses for any family member.
Trusts	Trust distributions	24 CFR 5.609(b)(2)	Any distributions of a trust's principal are excluded. PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the expectation of distributions used to pay the health and medical care expenses of a minor.

Insurance	Insurance payments and settlements for personal or property loss	24 CFR 5.609(b)(5)	Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
Retirement	Retirement plan	24 CFR 5.609(b)(26)	Income received from any account under an IRS-recognized retirement plan. However, periodic payments are income at the time of receipt.
Military	Hostile fire special payment	24 CFR 5.609(b)(11)	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire. Veteran's aid and attendance payments 24 CFR 5.609(b)(17) Payments related to aid and attendance for veterans under 38 U.S.C. 1521.
Lawsuits	Lawsuit Settlements	24 CFR 5.609(b)(7)	Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled.
Lawsuits	Reparations for Persecution	24 CFR 5.609(b)(13)	Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.
Lawsuits	Tribal Claims Payments	24 CFR 5.609(b)(21)	Payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States.
Lawsuits	Lawsuits related to civil rights	24 CFR 5.609(b)(25)	Civil rights settlements or judgments, including settlements or judgments for back pay.
Reimbursements	Reimbursements from publicly assisted programs	24 CFR 5.609(b)(12)(ii)	Amounts received by a participant in other publicly assisted programs for or in reimbursement of expenses to allow program participation (e.g., special equipment, clothing, transportation, child care, etc.).
Resident Services Stipend	Resident Services Stipend	24 CFR 5.609(b)(12)(iii)	Resident service stipends of \$200 or less per month for performing a part-time service for the PHA that enhances the quality of life in the development.

Employment training programs	Employment training programs	24 CFR 5.609(b)(12)(iv)	Incremental earnings and benefits from training programs HUD and qualifying employment training programs and training of a family member as resident management staff.
FSS	Family Self Sufficiency Account	24 CFR 5.609(b)(27)	Income earned on amounts placed in a family's FSS account.
Housing gap payments	Housing "gap" payments	24 CFR 5.609(b)(23)	Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
Benefits	Deferred Supplemental Security Income, SS income and benefits, or VA disability benefits	24 CFR 5.609(b)(16)	Deferred periodic amounts from: SSI, Supplemental Security Income and benefits or VA disability benefits that are received in a lump sum or prospective monthly amounts.
Property tax rebates	Property Tax Rebates	24 CFR 5.609(b)(18)	Refunds or rebates under state or local law for property taxes paid on the dwelling unit.
Loans	Loan Proceeds	24 CFR 5.609(b)(20)	The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership)