Batavia Housing Authority

Admissions and Continued Occupancy Policy

for

Low Income Public Housing

2026

Disclaimer: This policy is dependent upon HUD's requirements and timeline.

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Note: The requirements in this policy in bold-faced type are changes due to the Housing Opportunities Through Modernization Act of 2016 (HOTMA) that are being implemented no later than July 1, 2025. Some of the planned changes require HUD authorization and guidance without a defined timeline. The Batavia Housing Authority will not implement any such HOTMA changes and will continue current policy until HUD issues guidance specific to each change.

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 1, 5, 8, 100, 290, 401, 402, 880, 886, 902, 903, 960, 964, 965 and 966. If there is any conflict between HUD's regulations and this policy, the HUD regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low income housing that are or may be in the future owned, managed or developed by the Batavia Housing Authority (hereafter BHA) such as HUD multifamily housing, project-based Section 8 housing, project-based voucher housing and Low Income Housing Tax Credit units. When Federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority and other HUD guidance last priority.

Besides being BHA's Admissions and Continued Occupancy Policy, this is the Tenant Selection Plan for multifamily housing owned by BHA, if any.

In its management of the multifamily project-based Section 8 housing that BHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing BHA will comply with the HUD rules applicable to the type of housing owned and managed. BHA's staff are aware of which of its properties and units are public housing, multifamily housing and project-based voucher housing and, consequently, which rules and guidance apply.

This policy references certain procedures (shown in *italic type*), that describe in detail how the policy is to be carried out by staff. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Batavia Housing Authority in operating its programs. It is the policy of the Batavia Housing Authority (BHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:

   a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**

   b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; 24 **CFR § 100**

   c. Executive Order 11063,

   d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 **CFR § 8**

e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 **CFR § 146**

f. Title II of the Americans with Disabilities Act (ADA), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)

g. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

h. Any applicable State laws or local ordinances.

2. BHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, marital status, sexual orientation or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the BHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**

3. BHA shall not discriminate against individuals entitled to protections under the Violence Against Women Act, nor will BHA take any retaliatory actions against individuals who report crimes including domestic violence or other actions covered by the Violence Against Women Act.

4. BHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**

5. BHA will work continuously to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes.

6. BHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

B. Reasonable Accommodations

1. BHA, as a public agency that provides affordable housing to eligible families, has a legal obligation to provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**

2. A unit modification is some adaptation or change BHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification BHA can make to its methods and procedures (but not Federal law, regulations or BHA policies). Both unit modifications and reasonable accommodations are carried out to enable an otherwise eligible applicant or resident with a disability to take full advantage of and use BHA's programs, including those that are operated by other agencies in BHA-owned public space. 24 CFR § 8.20

   A modification or accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**

   a. Causes an undue financial and administrative burden; or

   b. Represents a fundamental alteration in the nature of BHA's program.

3. Subject to the undue burdens and fundamental alterations tests, BHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of BHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, BHA shall comply with all requirements and prohibitions in applicable law. **24 CFR § 8.4**

4. At least one of all facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the BHA has such facilities) will be usable by residents with a full range of disabilities. If BHA offers such facilities, and none is accessible, some[1] will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**

5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. **24 CFR § 8.6**

6. Examples of reasonable accommodations include, but are not limited to **24 CFR §8.4**

    a. Making alterations to a BHA apartment to make it fully accessible so it could be used by a person in a wheelchair.
    b. Transferring a resident (at BHA's expense) who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible (this may require moving the resident from one property to another).
    c. So long as it is not an undue burden, or fundamental alteration, adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to.
        1) Installing strobe-type flashing light smoke detectors and flashing light/doorbell for a family with a hearing impaired member.
        2) Adding structural grab bars in the bathroom.
        3) Changing the doorknobs to lever-type door handles.
        4) Installing a magnifier over the thermostat.
        5) Switching the bathtub to a roll-in shower.
        6) Lowering the peephole on the door.
    d. Permitting a family to have a large dog to assist a family member with a disability in a BHA family development where the size of dogs is usually limited to 20 pounds; **24 CFR § 8.20**
    e. Making sure that BHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to **24 CFR § 8.6**
        1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with BHA staff.
        2) Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot see or read.
        3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with BHA staff.

[1] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with BHA if the individual desires such representation.

5) Permitting an outside agency or individual to assist an applicant with a disability to meet the BHA's applicant screening criteria.

7. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. They must be able: **24 CFR § 8.3**

   a. to pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner.

   b. to care for and avoid damaging the apartment and common areas; to use facilities and equipment in a reasonable way.

   c. to create no health, or safety hazards, and to report maintenance needs

   d. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others.

   e. not to smoke or vape in a BHA unit, common areas or anywhere on BHA property except designated smoking areas.

   f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

   g. to comply with necessary and reasonable rules and program requirements of HUD and the BHA.

   But there is no requirement that they be able to do these things without assistance.

   a. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, BHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

   b. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, BHA may terminate the lease. **24 CFR § 8.2**

   c. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**

   d. If an applicant or resident would prefer not to discuss his/her disability with the BHA, that is his/her right.

   e. Any request that requires a certified verification, must be submitted directly to BHA by the qualified person making the certification.

C. <u>Providing Information in Languages other than English for persons with Limited English Proficiency</u>

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination based on national origin.

2. BHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
3. The specific methods BHA will use to accomplish this policy:
    a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of the BHA's jurisdiction. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
    b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with BHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.
    c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the BHA will generally offer, or ensure that the family is offered through other sources, competent translation services free of charge to the LEP person.
    d. The BHA will provide written translations of other 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. Translation of other documents, if needed, can be provided orally.

II. Eligibility and Intake

A. Applications

1. BHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations. Except for qualification for preferences, BHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
2. Every application file for admission to low rent housing shall include the date and time of application, or application number (if applicable), applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; qualification for preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
3. BHA will update and purge all waiting lists every 12 to 18 months. Applicants are responsible for providing written or email updated information on changes to their contact information, income, family composition and preferences between waiting list updates. When the BHA is unable to contact an applicant at the most recent address or phone number in their file, their application will be withdrawn.
4. The following information will be verified according to HUD's regulatory requirements at 24 CFR part 5 and BHA's *Procedure on Verification*, to determine qualification for admission to BHA's housing: **24 CFR § 960.259**
    a. Family composition, demographics and type (Elderly/Disabled//Non-elderly)
    b. Annual Income
    c. Net Family Assets and Asset Income

d. Whether an applicant family owns a home they could live in[2]

e. Deductions from Income

f. Admissions Preferences

g. Social Security Numbers of all Family Members

h. Applicant Screening Information (including tenant and criminal history)

i. Citizenship or immigration status of all members

5. Enterprise Income Verification (using Federal databases) or third party written information that is mailed, faxed or transmitted electronically between BHA and the verification source are the required form of documentation after an applicant becomes a public housing tenant. While an applicant is being processed for admission, third party verification is used. Thereafter, any form of verification of income other than EIV requires a note to the file explaining its use. **24 CFR § 960.259**

6. Individuals applying for admission must submit an application or pre-application in the manner stipulated the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application by mail or in person.

7. If an applicant needs assistance in completing any aspect of the application process because of a disability, BHA will assist the applicant as needed to ensure equal access to BHA's programs.

8. Applicants providing false information regarding family Income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the Applicant has been assigned a unit, the lease will be terminated and BHA will pursue all lawful civil claims and criminal actions, including the recoupment of back rent.

9. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted to reflect their current status, although they will retain their date and time or application number, whichever is applicable.

10. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, BHA will change the application to make the other adult the new applicant so long as the family reports the death within 30 days and requests that another adult family member be named the head as long as the household is still eligible.

11. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:

    a. Children who have been added to the family through birth, adoption or court awarded custody to people already listed on the application will be added.

    b. Individuals who can document that they need a Live-in Aide (even though not included on the original application) will be permitted to add the Live-in Aide.

    c. Other adult family members will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open. In that case, the original application would be cancelled.

[2] As defined in the Definitions section of this policy

B. Closing and Re-opening the Waiting List

1. Waiting lists will be opened and closed in accordance with proper public notice. Applicant names will be removed from the waiting list only in accordance if they:
   a. Request to be removed from the waiting list.
   b. Are housed at the BHA.
   c. Refuse a unit offer without good cause (medical or similar).
   d. Fail to respond to a unit offer.
   e. Are determined to be ineligible for admission.
   f. Fail to meet applicant screening standards.
   g. Are not able to be contacted by the BHA at the address or phone number they provided to the BHA; 24 **CFR § 960.206**
2. It is unlikely that BHA will close the waiting list for the highest priority applicants or at certain properties.

C. Affirmative Fair Housing Marketing and Outreach Procedures

1. When the waiting list is open BHA will conduct affirmative marketing as needed to ensure that the waiting list includes a mix of Applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of its area of operation. BHA will review the factors regularly to determine the need for and scope of marketing efforts.
2. All marketing efforts will include outreach to demographic groups least likely to apply as demonstrated by their proportionate of applications on the waiting list. BHA may designate sites for accepting applications. BHA staff will be available at these sites to assist Applicants in completing the housing application documents. If additional applications are required to attain any of the objectives established in this Policy, BHA will engage in outreach efforts directed toward potential Applicants who might fulfill the need.

D. Income Targeting Requirements

BHA will ensure that at least 40 percent of Families admitted to public housing in any year have incomes at or below the Federal "extremely low income" limit. HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant Family's Annual Income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country. The income limits are based on percentages of the median income of the geographic area for which the limit is established and are adjusted for family size.

E. Qualifying for Admission

It is BHA's policy to admit **only** applicants who can be verified to be qualified[3] according to all the following criteria

[3] The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

1. Are a Family[4], as defined in Section XIII of this policy.
2. Have at least one family member[5] who meets HUD requirements on citizenship or immigration status[6]; **24 CFR § 5.5 (subpart E)**
3. Have an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD) posted in BHA offices. **24 CFR § 960.102[7]**
4. **Do not own net family assets worth more than $109,797. This amount will be adjusted by HUD in accordance with the Consumer Price Index.**
5. **Do not own a house that they could live in[8];**
6. Provide acceptable documentation of Social Security numbers for all family members except those who do not have social security numbers or who do not contest their immigration status; 24 **CFR § 5.216**
7. Meet the Applicant Selection Criteria in these policies, including completing a BHA-approved pre-occupancy orientation session if required; 24 **CFR § 960.202 & 203**
8. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current BHA lease and live in unit meeting occupancy standards are not qualified for admission.
9. Owe no money to BHA or any other housing authority in connection with any Federal housing program.
10. Do not have a history of misusing or abusing alcohol in any way that interferes with the health, safety, or rights of others, or
    a. demonstrate to BHA's satisfaction that the family member who formerly abused alcohol and no longer abuses or misuses alcohol and:
    b. if applicable, have successfully completed a supervised alcohol rehabilitation program licensed and approved by State Commission on Alcohol and Drug Abuse[9]; or
11. Agree not to smoke or to permit family and household members, guests and other persons under tenant's control to smoke anywhere on BHA property except for designated outdoor smoking areas that are at least 25 feet from BHA buildings.
12. **After 1/1/2024, when applicants are fully certified and about to receive unit offers or when current tenants are recertified every adult family member is required to sign a consent form (HUD 9886) granting the BHA access to federal databases to check their income history. This form only needs to be signed once for each adult family member. When family members who are minors turn 18, they must sign the consent form. When new adult members join the family (with BHA permission), they must sign the consent**

[4] A family can be a single person.
[5] The citizen may be a child.
[6] If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.
[7] *Under HOTMA rules a BHA may use verification of annual income from other governmental programs. BHA elects not to implement this option.*
[8] *If an applicant owns a house that they do not have the right to sell, is located too far from the applicant's work to commute, or that is unsuitable for the applicant's disabilities, this restriction will not apply.*
[9] If the Applicant entering BHA's program is from another state, BHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin.

form. If any adult family member refuses to sign the consent form as described herein, an applicant family will be denied assistance and a tenant family will have their lease terminated.

13. Screening applicants who claim mitigating circumstances

    a. If negative information is received about an applicant, BHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.

    b. BHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

F. Occupancy by a Police Officer

To increase security at the site, one (1) two-bedroom unit may be made available for occupancy by Police Officer. The Officer must be employed on a full-time basis as a duly licensed professional law enforcement officer by a Federal, State or local government or by any agency of these governments. Rent will not be charged for the unit; however, the officer will be responsible for paying all utilities and compliance with the lease which will include the employment requirements listed above.

G. Admission to Efficiency Units

During the eligibility interview for the Public Housing Elderly/Disabled Sites Program, if both an efficiency unit and a 1-bedroom unit are available, a single Applicant will receive the efficiency unit offer. If the applicant is a Veteran or the spouse of a Veteran (living or deceased), BHA will offer them the choice between the efficiency and the 1-bedroom unit.

H. Applicant Selection Criteria

1. The following list of criteria will be reviewed to determine whether Applicant Families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, BHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**

    a. to pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner.

    b. to care for and avoid damaging the apartment and common areas.

    c. to use facilities and equipment in a reasonable way.

    d. to create no health, or safety hazards, and to report maintenance needs.

    e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others.

    f. not to smoke anywhere on BHA property other than designated outdoor smoking areas that will be at least 25 feet from any BHA building.

    g. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

    h. to comply with necessary and reasonable rules and program requirements of HUD and the BHA.

2. BHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with BHA's Procedure on Applicant Screening.

a. Any costs incurred to complete the application process and screening will be paid by BHA. Application fees will not be charged by BHA.

b. Applicants who owe money to BHA or any other HUD funded program may apply and be placed on the waiting list, but they will not be admitted to the program until their debt is paid in full. If the debt is not paid in full, the application will be denied. **24 CFR §203**

3. BHA's screening process will review the following information for each Applicant family (including certain data specific to every adult family member):

   a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior and the BHA's lease.

   b. Applicants must satisfy in full any overdue accounts or indebtedness owed to BHA or any other housing authority by any adult family member.

   c. The Applicant's lease must not have been terminated for cause by BHA and, if a Section 8 program participant, the Applicant's voucher must not have been terminated within the previous 5 years, except that the period shall be 10 years for a drug-related eviction or termination.

   d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations[10], and no record of eviction from housing or termination from residential programs in the past 5 years for failure to meet financial obligations.

      Former residents will not have their application rejected if the debt owed to BHA was discharged by a bankruptcy court.

   e. Applicant must have no history in the past 5 years of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences.

   f. BHA's standards on criminal activity require that neither the Applicant nor any adult family member:

      1) Has been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that BHA permanently bar any individual with such a conviction.

      2) Is subject to a lifetime registration requirement under any State sex offender registration program. HUD regulations require that BHA permanently bar any individual subject to such lifetime registration requirements.

      3) Has been evicted because of drug-related criminal activity or alcohol-related lease violations from housing assisted under the U.S. Housing Act of 1937 or convicted of drug-related criminal activity for a minimum of 10 years beginning on the date of such eviction or conviction. This requirement may be waived if:

         a) The eviction/conviction was for drug use or possession and, since the eviction/conviction, the relevant member of the Applicant Family has successfully completed a supervised drug rehabilitation program licensed and approved by the relevant state agency. To demonstrate completion, the Applicant must provide a certificate of completion issued by the relevant state agency responsible for treatment. If the Applicant entering BHA's program is from another state, BHA will

[10] Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.

verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin; or

b) the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs or alcohol abuse resulting in lease violations is no longer a member of the family).

c) This waiver is not available to a person who was evicted or convicted for selling, trafficking, producing or manufacturing illegal substances.

4) Is currently engaged in the illegal use of controlled substances or alcohol abuse resulting in lease violations or engaging in conduct that presents a pattern of illegal use of controlled substances.

This requirement may be waived if the Applicant demonstrates to BHA's satisfaction that the relevant member of the Applicant Family no longer engages in the illegal use of the controlled substance(s) (see Section e.7.a) below).

5) Has a history of engaging in violent crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or BHA personnel.

6) Has ever been convicted of arson or any crime of violence against a child, including convictions for 'endangering the welfare of a child,' or CPS reports that indicate such.

7) Is on parole or probation for drug or alcohol-related crimes, violent crimes or crimes that threaten the health, safety and/or general wellbeing of the community. The evidence of probation or parole for the aforementioned crimes may be waived if the following criteria applies:

a) An Applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year time-frame, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

b) An Applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

8) Has ever been convicted of conspiracy to commit any of the crimes listed above – crimes of violence or drug-related criminal activity.

9) Applicant must have no history of misrepresenting information relative to eligibility, income, allowances, family composition or rent.

I. Determination of Eligibility and Notification of Applicants

1. Once BHA receives a completed application or pre-application, the unverified income eligibility of the Applicant will be determined by BHA.

2. Applicant screening and verification of income, family composition, citizenship /immigration status, social security numbers, preferences and allowances will not take place until the Applicant is within estimated 120 days of receiving a unit offer. BHA will then verify all information related to eligibility for admission, receipt of subsidy and rent.

3. Each eligible Applicant will receive written notification of his/ her eligibility and of the approximate date he or she will be offered housing. A copy of this notification will be retained in the Applicant's file.

4. Each Applicant denied or determined to be ineligible or unqualified for admission will be notified in writing of the reason(s) for the determination and the Applicant's right to submit a written request for an informal hearing within fourteen (14) calendar days of the date the notice is postmarked. Applicants denied or determined to be ineligible or unqualified for admission must wait one year to reapply. BHA will provide the Applicant with a copy of any information (including criminal history) BHA used to determine the Applicant ineligible or unqualified for admission upon written request.

5. Applications withdrawn by the Applicant or BHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility will be retained in BHA files for two (2) years following the date of the withdrawal or rejection of the application.

6. Applications will be cancelled by BHA when an applicant fails to respond to a request for information, or to attend a meeting, briefing or appointment or when letters or notices sent to the applicant are returned because the applicant is no longer at the address of record. So long as the communications sent by BHA used first class mail or other method requested by applicants with disabilities, applicants shall not be entitled to informal hearings for cancelled applications and must wait six months to reapply. Applications may be withdrawn by the applicant at any time. Once the qualification process begins, withdrawn applications are deemed to be cancelled.

J. The Preference System for Public Housing

Preferences establish the order of applicants on the waiting list. Every applicant must still meet BHA's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet one of the definitions of the preferences described below. **24 CFR § 960.206**

1. Local Preferences

There are 3 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (that are defined Chapter XIII, Definition of Terms):

a. Disaster Preference: Applicants displaced by a Federally declared disaster, or a disaster to a BHA-assisted unit will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:

1) Existing public housing residents and HCV program participants

2) Applicants who were not previously living in assisted housing but who meet all other application criteria.

b. Genesee County Preference: Applicants with a proposed head of household who either has lived for at least three months or has worked for at least three months in Genesee County. Applicants originally residing outside Genesee County, who are receiving inpatient treatment, residence-based treatment or rehabilitation, or transitional living services inside Genesee County, will be considered residents of their county of origin (prior to receiving such services) for purposes of residential preference. The residency

preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

c. Mixed population building preference [11]

1) In buildings designed for occupancy by Elderly and Disabled families, applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced. A family qualifies as "near elderly" if the head, spouse, co-head or sole member is between the ages of 50 and 61. “Near elder” families may qualify for 400 Towers, but with a lower preference than all categories listed above. 400 Towers has been formally designated for Elderly and Disabled families.

2. Except as indicated below, these preferences are taken in order and an applicant may qualify under any of the above categories.
3. Families that do not qualify for one of these preferences and will be categorized as “no-local-preference” applicants.
4. Sorting among applicants with equal Local preferences will be by date and time of application.

K. Factors other than Preferences that affect selection of Applicants

1. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

   When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit and second (only if there are no residents who need the features and will accept a transfer) to an applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Chapter XIII, Definition of Terms).
3. Deconcentration: If at any time, one of BHA’s family (general occupancy) public housing properties has an average tenant income greater than 15 percent higher than the BHA-wide average income for such properties, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of BHA-wide average income. In addition, BHA will offer voluntary transfers from higher income properties to lower income properties to help achieve deconcentration goals.

L. Records Management

Information received by BHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

All criminal records are maintained in a secured environment. Once the purpose for which the records were obtained is completed, the records are permanently destroyed by shredding.

[11] This preference shall not apply to units in General Occupancy properties.

M. Occupancy Guidelines: **HUD Notice of Policy, Dec. 18, 1998, Federal Register**

1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Min Persons/Unit (Largest Unit Size)	Max Persons/Unit (Smallest Unit Size)
0BR (Also converted 0BR)	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8

2. The following principles govern the size of apartment for which a family will qualify. Generally, two people are expected to share a bedroom. The guidance below explains how BHA determines unit sizes to be assigned, but each family, not BHA, decides exactly who shares a bedroom. Units will be so assigned that:
   a. Children between the ages of three and seventeen and adults will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
   b. An unborn child will not be counted as a person in determining apartment size assigned.
   c. BHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as it can be verified that the child will be living with the family if they are admitted.
   d. A live-in aide must be assigned a separate bedroom if a unit of the right size is available.
   e. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.
   f. Applicants who are Veterans of the US military or the spouse of a deceased Veteran will receive 1 BR unit offers, rather than offers of studio units.
   g. BHA reserves the right to relax these Occupancy Standards at hard-to-lease properties by no more than one bedroom.

III. Tenant Selection and Assignment Plan

A. Organizing the Applicant Waiting List

1. Site-based Waiting Lists vs. Community-wide Waiting Lists

   BHA has established community-wide waiting lists for public housing:

   a. The preferences described earlier in this Policy will be used to establish the order of each waiting list. Applicants whose eligibility or preference changes will hold a spot on the waiting list as of the reported date of change. (language cleaned up)

B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (categories B.3.a. and b.1) and b.2) will receive offers of housing before

applicants from the waiting list.

2. In all offers BHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability, sexual preference, gender identity or familial status.
3. Specifically, the following order of offers applies:
   a. Emergency transfers; 24 **CFR § 966.4 (h)**
   b. Administrative transfers in the following category order:
      1) Priority 1: Reasonable accommodations for residents with disabilities **24 CFR § 8.4**
      2) Priority 2: BHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex.
      3) Priority 3: Deconcentration Transfers
      4) Priority 4: New Admissions from the waiting list
      5) Priority 5: Unit too large or too small by one bedroom for household **24 CFR § 966.4(c)**
      6) Priority 6: Resident requested transfers at 400 Towers

   To reduce vacancies, BHA does not offer resident-requested transfers in Family Units
4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual preference, gender identity, national origin, disability or familial status, PLAN "A", the one-offer plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the first vacancy offered or be removed from the waiting list unless the applicant refuses the offer with "good cause" as defined below. "Good cause" can only be used once.
7. BHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application/lowest application number will receive the earlier offer. **24 CFR § 960.206(c).**
8. If an applicant family's size changes while on the waiting list, the family is required to contact BHA so they can be placed on the correct sub-list by unit size. If BHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit.
9. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be cancelled after 14 days.
10. If an adult applicant family member is verified to have an open (unresolved) arrest for either violent or drug related criminal activity, the application will be suspended for up to one year or until the arrest is resolved by acquittal, dismissal, conviction or guilty plea. The applicant is responsible for keeping BHA's Intake department informed of the status of all such open arrests.
11. The applicant must accept any apartment offered within three (3) calendar days of the later of the date the offer is communicated (by phone, mail, or the method of communication

designated by an applicant with disabilities) or the date they are shown the apartment or an equivalent apartment.

12. If the applicant does not accept the unit offer within three (3) calendar days, he/she will be withdrawn from the waiting list unless the applicant has refused the offer with good cause. Applicants may not apply for public housing for 12 months from the date when they either refused a unit offer, failed to respond to a unit offer or failed to sign a lease.
13. Offers may be made verbally or in writing. All applicant offers will be confirmed by first class letter[12].
14. The following are a list of "good cause" reasons why an applicant may refuse a unit offer one time without being removed from the waiting list:
    a. The unit has lead-based paint and the family has children under age 7.
    b. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency[13].
    c. The offer is made to achieve deconcentration of poverty in compliance with **24 CFR § 903.2** and the family does not want to accept the deconcentration offer.
    d. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
    e. The applicant family has a member with disabilities and the unit is not suitable for the member's disabilities.
    f. The apartment has accessible features the family does not need, and the family does not want to be subject to a 30-day notice to move; or
    g. The applicant is serving on a sequestered jury and cannot move at the present time.

C. Accessible Units

1. Before offering an accessible apartment[14] to a non-disabled applicant, BHA will offer such units:
    a. First, to a current public housing resident with a disability that requires the greatest numbers of the special features of the vacant apartment. [15]**24 CFR § 8.27(1) (a)**
    b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, BHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, the BHA will

[12] Or by the communication method requested by an applicant with disabilities
[13] Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption
[14] An accessible unit is one that has been designed for use by a person using a wheelchair
[15] So, a family with a member who uses a wheelchair will be offered an accessible unit before a family that needs a roll-in shower but has not members who use wheelchairs.

quickly retrofit the unit (at BHA's cost) to be offered to the family to make it fully accessible for the family member's disability whether or not two percent of the property's units are already accessible for persons with hearing or vision impairments.

D. Transfers

BHA has two possible types of transfers: Emergency and Administrative. The definition of each is found in the Transfer section.

1. Certain transfers take precedence over new admissions (See paragraph B.1 of this section).
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause will be removed from the transfer list for twelve months and tenants whose transfers are mandatory are subject to lease termination if they refuse a mandatory transfer. **24 CFR § 955.4(c)**
4. Tenants may use the BHA Grievance Procedure if BHA is requiring them to transfer, and they do not want to do so. **24 CFR § 966.50**

E. Monitoring Tenant Selection and Assignments

Detailed records of units offered, including the location, date, and circumstances for each acceptance, or refusal of an offer will be maintained and monitored.

F. Fair Housing

1. Complaints: BHA will respond to all complaints received from Applicants and tenants who believe that their rights under the Fair Housing Act have been violated. A written record of each complaint including the date, name of the person making the complaint, names of all people(s) involved, investigation of the facts, record of the hearing, and the final decision regarding the complaint will be maintained by BHA. Each complainant will be furnished a written notice of the decision or action taken.
2. Applicants will be advised of their right to file a complaint with the HUD Fair Housing and Equal Opportunity Office. Information outlining how to file complaints with HUD is posted in the Applications and Assignments office and at all BHA housing developments

IV. Leasing Policies

A. General Leasing Policy

1. Apartments will be leased without regard to race, color, religion, sex, age[16], marital status, sexual orientation, gender identity, national origin, disability and family status. **24 CFR §§ 1.4 and 100**
2. All units must be occupied by families whose sole residence is the apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed BHA lease that complies with HUD's regulations **24 CFR § 966.4** or, for multifamily properties, the HUD model lease**.**
4. BHA will neither offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head, spouse, and all other adult members of the family and by the authorized representative of BHA, prior to actual admission **24 CFR § 966.4 (p)**

[16] Except at those properties that are properly designated for Elderly and disabled families, only.

6. The BHA shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in. The explanation must be in a language understood by the Resident or in a manner intelligible to a person with disabilities.
7. Security Deposit:
   a. The resident shall pay a security deposit at the time of leasing.
   b. The security deposit for new households shall be equal to one month of Total Tenant Payment. The minimum for Elderly or Disabled families shall be $100 and the minimum security deposit for new non-elderly and non-disabled families shall be $200.
   c. For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any BHA property (including situations in which a family is transferred from one property to another).
   d. If a resident transfers from one property to another, the security deposit will be applied to the new unit and shall not be increased. If, after conducting a move out inspection of the previous unit, damages or other charges are owed, BHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.
8. A one-time nonrefundable Pet Fee of $100 per pet is charged in accordance with BHA's Pet Policy and Procedure. Assistive animals verified to be needed by residents with disabilities are not pets and pet fees are not required. **24 CFR § 966.4(b)(5)**
9. If a resident is transferred from one BHA apartment to another, a new lease will be executed for the dwelling into which the family moves**. 24 CFR § 966.4 (a)(ii)**
10. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**
    a. A new lease agreement will be executed, or
    b. A Notice of Rent Adjustment will be executed, or
    c. An appropriate rider will be prepared and made a part of the existing lease.

    All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of BHA. 2**4 CFR § 966.4 (o)2**
11. At the time of leasing, the new resident will receive a copy of the applicable BHA Lease and any necessary attachments.
12. If, at any time, the head of household dies or leaves the unit for any reason (Institutionalization, forming a new household elsewhere), BHA will permit the remaining members of the family to remain in the unit so long as:
    a. The remaining family member(s) report the death or departure of the head within ten days of the occurrence.
    b. There is still at least one adult member who was listed on the lease for the apartment
    c. The family includes a person who is either an adult or an emancipated minor capable of executing a lease.
13. Residents are not permitted to allow roommates or boarders to occupy their apartments. Violation of this provision is grounds for lease termination.
14. Residents are not permitted to allow a former resident of BHA who has been evicted to occupy their unit, even as an overnight visitor. Violation of this provision is grounds for lease

termination.

15. Residents must advise BHA if they will be absent from the apartment for more than 14 days. Residents shall notify the manager, secure the apartment and provide a means for BHA to contact the resident in an emergency. Failure to advise BHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment**.**
2. BHA will not move a family into a unit that does not meet basic habitability standards, including applicable BHA occupancy standards.

C. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or this policy**,** shall be permitted to occupy a dwelling unit **24 CFR § 966.4(a)(v)**.
2. Children will be added to families if they are born to or adopted by a family member or a Court awards custody to an adult family member listed on the lease.
3. Generally, BHA will approve the addition of an adult family or household member only when that individual pass screening and does not overcrowd the family in the unit they currently occupy. In order to add an adult member to the household:

   a. The head of household must be a resident for at least one year.

   b. The entire household must be in "good standing" for at least one year.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

D. Visitors

1. Overnight visitors are permitted in a dwelling unit in accordance with BHA's *Procedure on Visitors* so long as they have no previous history of behavior on BHA premises that would be a lease violation.
2. In BHA properties any guest may visit overnight for a total of 14 days/nights in any twelve-month period.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made within and between properties without regard to race, color, sexual orientation, gender identity, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with BHA's *Transfer Procedure.* **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the BHA.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii)**
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State.

5. When possible, BHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
6. Residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to multifamily housing properties or LIHTC market rate housing, but residents can be transferred within such properties.

B. Types of Transfers

1. The order in which families are transferred shall be hierarchic by category set forth below.

   a. Emergency Transfers are mandatory and are made when BHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions[17]. **24 CFR § 966.4(h)**

      1) BHA is not required to give prior notice of an Emergency Transfer.

      2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment[18]. **24 CFR § 966.4(h)**

      3) Refusal to accept an emergency transfer is grounds for lease termination and eviction, although VAWA transfers are not mandatory. A resident refusing a VAWA transfer must sign a form acknowledging that the BHA offered a transfer which was refused.

   b. Administrative Transfers: These transfers shall take priority over new admissions.

      1) Priority 1: Voluntary administrative transfers to move residents with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current apartments.

         This category also includes mandatory transfers of tenants without disabilities from accessible units when no one in their family needs the accessibility features, to regular units so that a family that needs the accessibility features can occupy the accessible unit. **24 CFR § 8.27(1)**

         This transfer priority also covers transfers of individuals from independent living apartments to a property with enriched supportive services when such services are needed to preserve the tenancy of the individual with disabilities.

      2) Priority 2: Mandatory administrative transfers to permit BHA to renovate, modernize, revitalize, demolish or dispose of a public housing property.

      3) Priority 3: Deconcentration transfers of extremely low income tenants from general occupancy properties that have average incomes less than 85% of the BHA-wide average to higher average income properties.

      4) Priority 4: New admissions from the waiting list

      5) Priority 5: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before

[17] VAWA transfers are emergency transfers
[18] Resident may challenge any charges for damages by using the BHA Grievance Procedure

families in units that are too small. **24 CFR § 966.4(c)**

2. Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice, but residents do not have the right to delay a transfer because a unit in the location they prefer is not available at the time they are required to transfer.

C. Priorities for Admissions and Transfers

1. As described in the Tenant Selection and Assignment Chapter of this policy, transfers will be sorted into their appropriate categories by the Intake and Placement staff. Offers of apartments will be made in the following order:
   a. Emergency transfers.
   b. Administrative transfers in the following category order:
      1) Priority 1: Reasonable accommodations for residents with disabilities
      2) Priority 2: BHA-initiated transfers to permit construction or revitalization
      3) Priority 3: Deconcentration Transfers
      4) Priority 4: New Admissions from the waiting list.
      5) Priority 5: Over-housing and Overcrowding

D. Residents in Good Standing

1. In general, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:
   a. Are current on a repayment agreement for the past 12 months, without any 14-day notices within 12 months.
   b. Are current on utility payments to BHA or to utility supplier or are current with any repayment agreement with the BHA or utility supplier.
   c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease within 12 months.
   d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping within 12 months; and
   e. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to BHA's advantage[19] to make the transfer. The exception to the good record requirement will be made by the BHA, considering the recommendation by the Manager.
3. Absent a determination of exception, the following policy applies to transfers:
   a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
   b. A resident with housekeeping standards violations will not be transferred until he/she

[19] e.g., a single person is living alone in a three bedroom unit and does not want to move

passes a follow-up housekeeping inspection.

E. Cost of Transfers

1. BHA will pay the cost of transfers it initiates and reasonable accommodation transfers but not those due to changes in family size (overcrowding and over housing) or change in income tier.
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities.

VI. Annual Reexaminations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in Section XIII of this policy.[20]
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
3. Whose family members each have verified Social Security numbers. **24 CFR § 5.216**
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent **24 CFR § 5.5**
5. Who are in compliance with the BHA's Community service requirements, if applicable.[21]
7. **Who do not own a home they could live in[22].**

B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
   a. The family reports the departure (or death) of the head of household within 10 days of the occurrence: and
   b. The family includes a member who can pass screening and is either of legal age to execute a lease or is a Court-recognized emancipated minor; and
   c. The new head signs a new lease within 10 calendar days of the departure/death of the former head.
2. Remaining family members aged 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. BHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred before the remaining member attained age 18.

C. Reexaminations

1. Regular reexaminations: BHA shall, at least once every 12 months, re-examine the family

[20] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18 if recognized by the BHA's state.
[21] applicable to certain adults who are not exempted from Community Service because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs
[22] [22] *This standard will be met if an applicant owns a home that is not suitable for the applicant's disabilities, is in uninhabitable condition, or is located too far from an applicant's work to make commuting feasible*

composition and incomes of all resident families, except that public housing families paying Flat Rent shall have their incomes reexamined only every three years. BHA may take a streamlined approach to the verification of income for families with fixed incomes, using COLA percentages and interest rates rather than independent verification every third year. **24 CFR § 960.257**

BHA is permitted to use the Annual Income determined by the following programs and organizations subject to the third party verification requirement:

a. **TANF**
b. **Medicaid**
c. **SNAP (food stamps)**
d. **Earned Income Tax Credit**
e. **Low Income Housing Tax Credit**
f. **WIC**
g. **SSI**
h. **Other programs administered by the HUD Secretary**

Another HOTMA change to the annual recertification process is that PHAs are directed to use the most recent Annual Income certified for the previous year (this would include interim adjustments since the previous annual reexam).

2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination be scheduled within six months until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
3. A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. **24 CFR § 960.257**
4. **If a current tenant is found to own a home they could live in, BHA will give the family 6 months to sell the home as permitted by HUD regulations.**
5. Zero Income Families: Unless the family has income that is excluded for rent computation (e.g., the family receives state funding for the care of foster children), families reporting zero income may have their circumstances examined as frequently as every 90 days until they have a stable income. As required by Federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**
6. If BHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.
    a. If BHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted.
    b. If the resident prevails in the lease termination action, a new lease will be executed.
7. Action Following Reexamination: If there is any change in rent, a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**

a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate apartment when one becomes available. **24 CFR § 966.4(c)(3)**

b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent.

8. Effective Date of Adjustments

a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

c. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first day of the following month.

d. Rent increases due to misrepresentation are retroactive to the first of the month following the event that was misrepresented or not reported.

D. Over-Income Tenants in Public Housing

1. **If a Tenant's projected income at the time of annual reexamination or interim adjustment exceeds the over-income limit for continued occupancy (120 percent of Area Median Income, adjusted for family size) the BHA will inform the Tenant that if their income continues to exceed this income limit at their annual reexamination for 24 more consecutive months the Tenant must find new housing and move out of their public housing unit within six months of the end of the 24 month "grace period".**
2. **When BHA first becomes aware of the tenant's over-income status they will inform the tenant of their policy and schedule another reexamination of their income twelve months from the date the tenant was first over-income.**
3. **At the twelve month reexamination BHA will, once again explain their policy requiring all tenants who are over-income for 24 consecutive months to move out of public housing.**
4. **Finally, BHA will perform another income reexamination 24 months after the initial determination. If at this point the family income still exceeds the over-income limit the family will be given notice that they have six months to find alternative housing and move out of public housing or face eviction[23]. In addition, at this point the BHA will convert the tenant's lease from an annual lease to month-to-month.**
5. **BHA will also inform all over-income tenants, both at the initial determination and at the 12 month reexam that if their income should decrease below the over-income limit during the 24 months "grace period" that they will be permitted to remain as public housing tenants.**
6. **If an over-income tenant's income decreases below the over-income limit during the 24 month grace period and subsequently increases over the limit, the tenant is once again entitled to the full 24 month grace period.**

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[23] As an alternative to requiring the family to move 6 months, the BHA may establish a policy permitting the over-income to stay in place as a non-public housing tenant. The tenant must sign a a non-public housing lease and pay a rent based on the higher of the HCV Fair Market Rent or a rent based on the PUM value of operating and capital subsidy attributable to their unit.

VII. Interim Rent Adjustments: Modified Fixed Rent System

A. Adjusting Rent between Regular Reexaminations

1. **Residents are required to report all changes in family composition or status** to the BHA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.**

2. **Under the HOTMA regulation, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.**

3. **In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the BHA may conduct the interim adjustment in the last 3 months before the reexamination.**

4. **BHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. BHA will process interim changes in rent in accordance with the chart below:**

INCOME CHANGE	BHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[24], or will decrease annual income by less than 10 percent.	**• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income. 24 CFR § 5.609**
(b) Increase in verified family deductions	**• Process interim rent reduction if income decrease will last more than 30 days and reduces adjusted l income by more than 10 percent. 24 CFR § 5.609**
(c) Increase in income following BHA granting interim rent decrease.	**• Process interim rent increase for income increases after interim rent reductions.**
(d) Increase in earned income from the employment of a current household member.	**•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. 24 CFR§ 960.255**

[24] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

(e) Increase in unearned income (e.g., COLA adjustment for social security).	**• Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.**
(f) Increase in income because a person with income (from any source) joins the household.	**Conduct an Interim Redetermination of the family's income and raise the rent.**
(g) Increase in income because Tenant misrepresented income or deductions.	**Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation or terminate the lease.**
(h) Increase in monetary or non-monetary income after Resident claims zero income	**• Process an interim rent increase.**

5. BHA will process an interim increase in rent only if

a. The change in income will be a decrease or increase of more than 10 percent of annual income; or

b. It is within the first nine months after the annual recertification; or

c. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have[25]; or

d. the resident's income increases after the resident was granted an interim decrease in rent; or

e. the resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or

f. a person with income joins the household.

6. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the BHA. 24 CFR § 960.259(c)

7. BHA will process interim decreases in rent as follows:

a. When a decrease in income is reported, and BHA verifies that the decrease will last less than 30 days or decrease Annual Income by less than 10 percent, an interim adjustment will not be processed.

b. Residents reporting decreases in income that are expected to last more than 30 days and that decrease Annual Income by at least 10 percent will have an interim adjustment processed.

8. Residents granted a reduction in rent may be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.

9. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

[25] BHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

a. Welfare department has reduced the grant because of welfare fraud; or

b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

10. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

11. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "8" above.

12. If the welfare department overturns the grant reduction, no retroactive balance is owed. See BHA *Procedure on Imputed Welfare Income*

B. Interim Changes in Family Composition

1. All changes in family composition must be reported within ten days of occurrence. Certain types of changes do not require BHA advance approval, but they must be reported within ten days of occurrence, including:

   a. Someone listed on the lease leaving the unit.

   b. Birth, adoption or court-awarded custody of a child.

2. Additions of the following persons must be requested in writing by the tenant and require written permission from BHA **before** the persons may move into the apartment:

   a. Adult family member (including a new spouse).

   b. Foster child or children.

   c. Foster adult.

   d. Live-in Aide.

   e. Child or children in kinship care.

3. All adults who are proposed for addition to a family or household must apply and be screened by the BHA and, with the exception of Live-in Aides, must not overcrowd the unit.

4. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first of the second month after the circumstances leading to the increase, except in the last three months prior to annual reexamination.

D. Earned Income Disallowances (EID):

The Earned Income Disallowance is no longer in effect.

VIII. Lease Termination Policies

A. General Policy: Lease Termination

Either BHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms **24 CFR § 966.4(l)**

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to BHA.

C. BHA-initiated Lease Terminations

1. BHA shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(l)**
2. BHA shall give written notice of proposed lease termination in the form required by the lease and applicable regulations, in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(l)**
3. In accordance with the lease and grievance procedure, BHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.
4. BHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XIII) and will offer a resident in this situation an opportunity to certify to such facts.

   The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.
5. If a non-exempt member of a resident family fails to comply with the 8 hour per month Community Service requirement, the entire family may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at the end of the second year, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the details of the reason for termination, the date the termination will take place and will indicate the tenant's rights under state law and this policy.
2. The Notice of Termination may run concurrent with any Notice to Vacate, or other notification required by state law.
3. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old, or may be attached to the front door of the unit and mailed by first class mail, or any other notification process required by New York State law.
4. When the Authority terminates the lease, written notice will be provided as follows:
   a. 14 days prior to termination for failure to pay rent.
   b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent

or drug-related criminal activity that threatens other residents, staff, or neighbors of the property.

c. At least 30 days prior to termination in all other cases or as required by HUD regulations.

E. Eviction Actions

1. BHA may evict a resident only by bringing a Court action.
2. The Sheriff's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If BHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action, as permitted by New York State law.
4. BHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease. The resident must prove this defense by the preponderance of the evidence.
5. In deciding whether or not to evict for criminal activity BHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases of criminal activity by a family member other than the head or spouse, BHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit or the property.
7. BHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
8. BHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on lease probation for an appropriate period of time.
9. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.
10. When a member of a tenant family commits domestic violence against another member of the tenant family the BHA may bifurcate the lease and evict only the person committing the violence, permitting the remainder of the family to stay in the unit in accordance with the Violence Against Women Act.

F. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by BHA, and shall contain the following information:
   a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied.
   b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
   c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest of Notice of the Incident.

d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction.

e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail.

f. Date and method of notifying resident; and

g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

h. Copy of the served Termination Notice.

i. Copy of any agreed settlement orders.

j. Copy of any post-judgment agreements.

IX. Utilities

A. Resident-Paid Utilities **24 CFR § 965 & 966.4(b)(2)**

The following requirements apply **only** to residents living in developments with resident-paid utilities:

1. PHAs with properties that have resident-paid utilities are required to review the utility allowances at least once every 12 months. If utility rates have changed by 10 percent, either up or down, the utility allowances must be adjusted. It is also necessary to adjust the utility allowances if the BHA makes capital improvements that significantly improve energy efficiency.
2. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
3. If a resident or applicant is unable to get utilities connected in his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**
4. Each resident will receive a monthly Utility Allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to BHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to BHA.
6. When a resident's Total Tenant Payment is less than the utility allowance, BHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632.** When the value of the utility reimbursement is less than $15 per month, reimbursements may be paid quarterly rather than monthly.
7. Residents on whose behalf Utility Reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance.
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the

saving.

9. Residents who have elected to pay a Flat Rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the Flat Rent.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by BHA. Check meters are read by BHA and each tenant charged only for consumption in excess of the utility allowance at the rate paid by BHA.
2. In buildings where utilities are not individually metered and there are no check meters (all-bills-paid properties), BHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by BHA. Examples include:
   a. Second refrigerator.
   b. Freezer
   c. Tenant supplied air conditioner
   d. Unreported water leak

C. Reasonable Accommodations **24 CFR § 8.4 and 966.7**

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents

A. Flat Rents

1. Flat rents shall be determined in accordance with HUD regulations.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents payers do not receive a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with project-paid utilities.

B. Annual Update of Flat Rents

1. BHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on HUD's published Fair Market Rents.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than when BHA may revise the Flat rents.

C. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than

annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

XI. Determining Income and Rent

A. Annual Income 24 CFR § 5.609(a)

Annual income includes, with respect to the family:

1. **All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and**
2. **When the value of net family assets exceeds $54,898 (which amount HUD will adjust in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.**

B. Excluded Income 24 CFR § 5.609(b)

Annual Income does not include the following:

1. **Any imputed return on an asset when net family assets total $54,898 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined. Actual income from assets will be included.**
2. **The following types of trust distributions:**
   a. **For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets**
      1) **Distributions of the principal or corpus of the trust; and**
      2) **Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.**
   b. **For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.**
3. **Earned income of children under the age of 18 years.**
4. **Payments received for the care of foster children or foster adults, or State or tribal**

kinship or guardianship care payments.

5. **Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.**
6. **Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,**
7. **Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.**
8. **Income of a live-in aide, foster child or foster adult.**
9. **Certain student financial assistance to students as provided below:**

   Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit

   With respect to student financial assistance the following is excluded:

   a. **Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,**

   b. **Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:**

      1) **The Federal government.**
      2) **A State, Tribal or local government.**
      3) **A private foundation registered as a nonprofit under 502(c)(3).**
      4) **A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or**
      5) **An institution of higher education.**

      <u>Student financial assistance that is included in Annual Income includes:</u>

      1) **Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)**
      2) **Gifts including gifts from family or friends**
      3) **Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the excluded Student Financial Assistance defined in 9 above.**

10. **Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local**

government.

11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
12. Additionally excluded are:
    a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
    b. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
    c. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the BHA or owner, on a part-time basis, that enhances the quality of life in the development.
    d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under Paragraph 9 above.
13. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. **Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.**
15. **Adoption assistance payments in excess of the amount of the deduction for a dependent.**
16. Deferred periodic payments of 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 or in prospective monthly amounts. But the periodic payments from these sources are income.
17. **Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.**
18. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
19. **Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.**
20. **Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower,**

under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

21. **Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.**

22. **Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)**

    The following is a list of benefits excluded by other Federal Statute:

    a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**

    b. Payments to volunteers under the Domestic Volunteer Service Act of 1973**; 42 USC 5044 (g), 5088**

        Examples of programs under this Act include but are not limited to:

        — the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

        — National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.

        — Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

    c. Payments received under the Alaska Native Claims Settlement Act; 43 **USC.1626 (a)**

    d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 **USC. 459e**

    e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 **USC 8624 (f)**

    f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. **L. 94-540, 90 State 2503-04**

    g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**

    h. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**

        — Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council

on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**

k. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 **USC 9858q**

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.

t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.

u. Any amounts in an ‘‘individual development account’’ as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).

v. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 ‘‘Exclusion from Income of Payments under Recent Tribal Trust Settlements’’ (25 U.S.C. 117b(a)); and

w. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

23. Replacement housing “gap” payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or

continues to receive the replacement housing "gap" payments.

24. **Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.**

    Nonrecurring income includes:

    a. **Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.**
    b. **Direct Federal or State payments intended for economic stimulus or recovery.**
    c. **Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.**
    d. **Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.**
    e. **Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).**
    f. **Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.**
    g. **Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.**

25. **Civil rights settlements or judgments, including settlements of judgments for back pay.**

26. **Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.**

27. **Income earned on amounts placed in a family's Family Self Sufficiency Account.**

28. **Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:**

    a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall 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 IRS regs, and

    b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

C. Anticipating Annual Income **24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income 24 CFR § 5.611

Adjusted income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. **$525 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.**
2. **$575 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.**
3. **The sum of the following, to the extent the sum exceeds ten percent of annual income:**
   a. **Unreimbursed health and medical care expenses of any elderly family or disabled family; and**
   b. **Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus; and**
4. **Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.**
5. **BHA will deduct unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses that exceed 10 percent of annual income.**
6. **Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses.**
   a. **Eligibility for relief: To receive hardship relief the family must have new unreimbursed expenses for health and medical care, plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work so that the total exceeded 5 percent of annual income.**
   b. **Form of relief:**
      1) **Beginning with the first recertification after 1/1/2027, the family will receive a deduction totaling the sum of**
         a) unreimbursed expenses for health and medical care, plus
         b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
         c) that exceed 5 percent of annual income.
         d) BHA's policy is to continue this relief until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days.
7. **Form and duration of relief.**
      1) **The family will receive a deduction for the sum of**
         a) unreimbursed expenses for health and medical care, plus

b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 5 percent of annual income.

2) **The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, PHAs may, at their discretion extend the relief for one or more additional 90-day periods while the family's hardship continues.**

3) **This BHA's policy is to continue this relief until the circumstances that made the family eligible for the relief are no longer applicable.**

E. Computing Income-based Rent and Choice of Rent in Public Housing **24 CFR § 5.628**

1. Total Tenant Payment (TTP)
   a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
   b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
   c. The result of this computation, if a positive number, is the Tenant Rent.
   d. If the Total Tenant Payment minus the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by the BHA.
2. Total Tenant Payment (income-based rent) is the higher of:
   a. 30% of adjusted monthly income.

      or

   b. 10% of monthly income.

      but never less than the

   c. Minimum Rent of $50.

      and not more than the

   d. Flat Rent, if chosen by the family
3. Tenant rent
   a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
   b. In developments where the BHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**
4. Minimum Rent
   a. The public housing Minimum Rent shall be $50 per month.
5. Minimum rent hardship exemption

   A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations

under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program.

b. The family would be evicted as result of the imposition of the minimum rent requirements.

c. The income of the family has decreased because of changed circumstances, including loss of employment.

d. A death in the household has occurred.

6. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

7. Choice of Rent (public housing only)

   At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

XIII. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

   When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3 & § 40.3.5**

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**

6. Applicant – an individual or a family that has applied for admission to housing.

7. Area of Operation - Jurisdiction of BHA as described in state law and BHA's Articles of Incorporation – the city of Batavia, New York.

8. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**

9. Auxiliary Aids - means 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. **24 CFR § 8.3**

10. Care attendant - a person that regularly visits the apartment of a BHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by BHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

11. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**

12. Co-head of household – One of two persons held responsible and accountable for the family.

13. Community Service Requirements – The performance of voluntary work or duties that benefit the public 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. See *BHA Policy on Community Service.*

14. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.

15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**

16. Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

    a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

    b. Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

17. **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.**

18. **Dependent - A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603**

19. Designated Family - means the category of family for whom BHA elects (subject to HUD approval) to designate a project (e.g., elderly family in a project designated for elderly families,) in accordance with the 1992 Housing Act. **PL 96-120**

20. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.

21. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**

22. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source.

23. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

24. Displaced Person – A person who is displace by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b) For** purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**

25. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)

26. Domestic Violence - The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or forner spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim service, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior by a person who

    a. Is a current or former spouse or intimate partner of the victim, or a person similarly situated to a spouse of the victim;

    b. Is cohabitating or has cohabitated with the victim as a spouse or intimate partner;

    c. shares a child in common with the victim; or

    d. commmits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

27. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**

28. Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social

security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

29. Economic Abuse - The term 'economic abuse' in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use or maintain economic resources to which they are entitled, including using coercion, fraud, or mainpulation to (A) restrict a person's access to money, assets, credit, or financial information; (B) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interets of a person to whom one has a fiduciary duty.

30. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**

31. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

32. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**

33. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**

34. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction or who is legally married. An emancipated minor is eligible to be a head of household and sign a BHA lease.

35. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

36. Family – Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status: 24 CFR §§ 5.403

- ***A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person.***
- ***An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, and 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 USC 674(5)(H), and is homeless or is at risk of becoming homeless at age 18 or older; or***
- ***A group of persons residing together, and such group includes but is not limited to:***

- ***A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family).***
- ***An elderly family***
- ***A near elderly family***
- ***A disabled family***
- ***A displaced family and***
- ***The remaining member of a tenant family.***

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members, even if related to the family, and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members and should be considered in determining the unit size for the family but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

37. Foster Adult – A member of the household (but not the family) 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 judgement decree, or other order of any court of competent jurisdiction.

38. Foster Child – a member of the household (but not the family) who meets the definition of a foster child 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.

39. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**

40. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**

41. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

42. Health and medical care expenses – 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.

43. *Home you Could Live in – a home you have the right to sell, that is not owned jointly with a person who is not a member of the applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.*

44. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

45. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**

46. Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done.

47. Individual with Disabilities - Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: The Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

a. 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.

b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

c. Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular

dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of "Person with Disabilities" found in this section.

48. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.

49. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by BHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

50. Local Preferences: Genesee County residence.

51. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. 42 USC 1437a(b)

52. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense plus the disability expense not compensated for or covered by insurance in excess of 10% of Annual Income. 24 CFR § 5.603

53. Minor – A member of the family, other than the head or spouse, who is under 18 years of age.

54. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**

55. Mixed Population Project - means a public housing project for elderly and disabled families. The BHA is not required to designate this type of project.

56. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**

57. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**

58. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**

59. Near-elderly person - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**

60. Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. 24 CFR § 5.603

In determining net family assets PHAs or owners must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- **The value of necessary items of personal property**
- **The combined value of all non-necessary items of personal property if the combined total value does not exceed $54,898 (which will be adjusted by HUD in accordance with the Consumer Price Index)**
- **The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans (pensions), and retirement plans for self-employed individuals.**
- **The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.**
- **Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.**
- **The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the**

value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any "baby bond account created, authorized or funded by Federal, State or local government.

- **Interests in Indian trust land**
- **Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.**
- **Family Self Sufficiency accounts.**
- **Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.**
- **An irrevocable trust.**

61. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery guy) is not "under the resident's control". **24CFR § 5.**

62. Person with disabilities[26] **42 USC 1437a(b)(3)** means a person[27] who —

    a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423[28];** or,

    b. Has a physical or mental impairment that:

       Is expected to be of long continued and indefinite duration.

       Substantially impedes his/her ability to live independently; and,

       Is of such nature that such disability could be improved by more suitable housing conditions; or,

    c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 **USC 6001 (5**).

    This is the definition that is used for eligibility and granting deductions for rent.

63. Portion of Development - includes one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**

64. Real property – as used in this part has the same meaning as that provided under the law of the State in which the property is located. 24 CFR § 5.100

65. Refusal of Housing – An applicant's choice not to accept a BHA offer of housing without good cause.

66. Rejection for Housing – BHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

[26] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**
[27] A person with disabilities may be a child
[28] Anyone who receives Social Security or SSI disability will qualify under this category

67. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the BHA can demonstrate would result in a fundamental alteration in its nature.

    a. Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the BHA.

    b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the BHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**

68. **Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.**

69. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

70. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

71. Spouse - Spouse means the husband or wife of the head of the household.

72. Stalking – for purposes of interpreting the Violence Against Women Act, 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 (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

73. Technological Abuse – The terms 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices or communication technologies, or any other emerging technologies.

74. Tenant Rent - The amount payable monthly by the Family as rent to BHA. If all utilities (except telephone) and other essential housing services are supplied by the BHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the BHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6.**

75. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

    The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent

76. Unearned income – means any annual income, as calculated under § 5.609 that is not earned income.

77. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a).**

78. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**

79. Utility Allowance - At properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's Total Tenant Payment to determine Tenant Rent.

80. Utility Reimbursement – At properties with tenant-paid utilities, amounts paid to families or utility providers when the families' Total Tenant Payment is less than the Utility Allowance for tenant-paid utilities.

    Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

81. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

82. Visitor – A non-resident who is permitted to stay overnight in a BHA unit.

83. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

84. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:

    a. Unsubsidized employment.

    b. Subsidized private sector employment.

    c. Subsidized public sector employment.

    d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.

    e. On-the-job training.

    f. Job search and job readiness programs.

    g. Community service programs; Vocational educational training (< 12 months)

h. Job skills training directly related to employment.

i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency.

j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence.

k. The provision of childcare services to an individual who is participating in a community service program.

XIV. PUBLIC HOUSING COMMUNITY SERVICE POLICY

A. Background

1. BHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, BHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self-sufficiency, as monitored monthly.

2. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).

3. Compliance with Community Service activities is monitored by contact between the non-exempt resident and BHA staff. BHA opts not to accept tenant certifications of compliance with the Community Service requirement. It will continue to verify compliance.

B. Definitions

1. Community Service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:

a. Work at a local institution, including but not limited to school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or childcare center, etc.

b. Work with a non-profit organization that serves BHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.

c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.

d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.

e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g., a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not).

f. Work with other youth, disability service or advocacy, or senior organizations.

g. Work at the property to help improve physical conditions (for example as a ground or building captain, or on a beautification program for the building or grounds).

h. Work at the property to help with children's programs.

i. Work at the property to help with senior programs.

j. Help neighborhood groups with special projects.

k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board.

l. Care for the children of other residents so they may volunteer.

2. Political activity is excluded.

3. Work activity must not take the place of work performed by paid employees.

4. Self-sufficiency Activities - include, but are not limited to:

a. Job readiness programs.

b. Job training programs.

c. Skills training programs.

d. Higher education (Junior college or college).

e. Vocational education.

f. GED classes.

g. Verifiable job search activities.

h. Apprenticeships.

i. Substance abuse or mental health counseling.

j. English proficiency or literacy (reading) classes.

k. Parenting classes.

l. Budgeting and credit counseling.

m. Any kind of class that helps a person toward economic independence.

n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

o. The self-sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

4. Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:

a. A person who is 62 years or older

b. A person who is blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that, because of this disability, she or he is unable to comply with the service provisions of this subpart

c. A primary caretaker of a person who is blind or disabled

d. A person engaged in work activities. For an individual to be qualified under this definition they must be exempt from the CSSR because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following:

- Working at least eight hours per month in an unsubsidized job

- Subsidized private-sector employment
- Subsidized public-sector employment
- On-the-job-training
- Job-search
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job-skills training directly related to employment
- Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate

e. A member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF) (45 CFR Part 260)

f. A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP) (7 CFR Parts 271, 272 and 273)

g. A member of a family receiving assistance, benefits, or services under any other welfare program of the State in which the BHA is located, including a State-administered Welfare-to-Work program, who has not been found by the State or other administering entity to be in noncompliance with such a program.

C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of Community service or self-sufficiency activity.
2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. BHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the BHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
   a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
      1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
      2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.

b. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by BHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.

6. Change in exempt status:

a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to BHA and provide documentation of such.

b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to BHA and the property manager.

c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. BHA obligations

1. To the greatest extent possible and practicable, BHA and its property managers will

a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/self-sufficiency obligations.

b. include in the Community Service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and

c. provide referrals for volunteer work or self-sufficiency programs.

2. The property manager will provide the family with exemption verification forms and Recording/ Certification documentation forms and a copy of this policy at initial application and at lease execution.

3. BHA will make the final determination as to whether a family member is exempt from the Community Service/self-sufficiency requirement.

4. Residents may use BHA's Grievance Procedure if they disagree with BHA's determination.

E. Noncompliance of a non-exempt family member

1. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self-sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.

2. When a property manager receives a report of a non-exempt adult’s failure to either report or complete the required activity, the property manager shall investigate and send a Notice of Lease Violation to the head of household if necessary.

3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.

4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household.

5. The family may use BHA's Grievance Procedure to contest the lease termination.