

# **Geneva Housing Authority**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

### **A.C.O.P.**

**Effective October 1, 2011**

**Note: This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.**

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Geneva Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Geneva Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

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

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

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Geneva Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Geneva Housing

Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Geneva Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

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

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

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

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Geneva Housing Authority will require documentation that the requested accommodation is needed due to the disability. The Geneva Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:



1. Would the accommodation constitute a fundamental alteration? The Geneva Housing Authority's business is housing. If the request would alter the fundamental business that the Geneva Housing Authority conducts, that would not be reasonable. For instance, the Geneva Housing Authority would deny a request to have the Geneva Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Geneva Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Geneva Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Geneva Housing Authority's programs or services.

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

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

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

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

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Geneva Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

The following languages shall be covered:

Spanish

As much as possible, the Geneva Housing Authority will provide significant documents in both Spanish and English to Spanish-speaking residents. Written communications sent to Spanish-speaking residents will be translated into Spanish. Written communications that are sent to all applicants will be translated into Spanish.

When scheduling a meeting with a Spanish-speaking resident, GHA will provide an interpreter if necessary.

See the GHA “Language Assistance Plan” for more detail regarding services provided to non-English-speaking applicants and residents.

## **4.0 FAMILY OUTREACH**

When the Housing Authority’s waiting list is open, the Geneva Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

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

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

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information authorizes HUD and the HA to request income information for the household from specific sources listed on the form.

The Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Applicant or tenant information will not be released outside of HUD or the HA unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

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

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

## **7.0 PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)**

The Geneva Housing Authority shall administer the program in compliance with the Violence Against Women Act (VAWA) and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162).

The Geneva Housing Authority understands that the primary objectives of VAWA are to reduce violence against women and to protect, or increase the protection of, the safety and confidentiality of persons who are victims of domestic violence.

To assist with this effort, the GHA will:

- provide all Public Housing tenants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination. The notice will explain the protections afforded under the law, inform the tenant of GHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.
- include in all Public Housing lease termination notices a statement explaining the protection against termination or eviction provided by VAWA.

No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The GHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The GHA may honor court orders regarding the rights of access or control of the property issued to protect the victim and used to address the distribution or possession of property among household members where the family “breaks up.”

There is no limitation on the ability of the GHA to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the GHA evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The GHA will require certification by the victim of victim status on such forms as HUD shall prescribe or approve.

## Definitions

While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions. These are:

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. *Stalking* – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

3. *Immediate Family Member* - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.”

## **8.0 TAKING APPLICATIONS**

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

Geneva Housing Authority Main Office, 41 Lewis St., Geneva, N.Y.

Geneva Courtyard Apartments Administrative Office, 10 Goodman St., Geneva, N.Y.

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

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

Applicants may not use a GHA property as their address on the application, unless they are a participant in a different GHA program from the one for which they are applying. An applicant who is staying with a GHA resident while they look for housing must list their last legal residence as their address.

Applications may be made in person or by mail. If in person, they may be made at the Geneva Housing Authority Main Office located at 41 Lewis St., Geneva, New York, or at the Geneva Courtyard Apartments Office located at 10 Goodman St., Geneva, New York on Monday through Friday from 9:30 AM to 4:30 PM (except for holidays). If by mail, they should be mailed to Geneva Housing Authority, P.O. Box 153, Geneva, New York 14456.

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Geneva Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Geneva Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (315) 789-4399.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to

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

Upon receipt of the family's pre-application, the Geneva Housing Authority will make a preliminary determination of eligibility. The Geneva Housing Authority will notify the family in writing of placement on the waiting list, and the approximate wait before housing may be offered. If the Geneva Housing Authority determines the family to be ineligible, the notice will state the reasons therefor and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Geneva Housing Authority will annotate the applicant's file and will update their place on the waiting list.

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

## **9.0 ELIGIBILITY FOR ADMISSION**

### **9.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Geneva Housing Authority screening criteria in order to be admitted to public housing.

### **9.2 ELIGIBILITY CRITERIA**

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

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining

bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.



B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Geneva Housing Authority.
5. If the Geneva Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)

- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members, with the exception of certain exempt individuals, must provide a Social Security number or certify under penalty of perjury that they do not have one. See Section 13.4 “Verification of Social Security Numbers” for more information.

E. Signing Consent Forms

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

**9.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Geneva Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on

the development environment, other tenants, Geneva Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria. No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

B. The Geneva Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

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

C. The Geneva Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Geneva Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. In those cases where the household member

has lived outside the local jurisdiction, the Geneva Housing Authority may contact law enforcement agencies where the individual had lived. The Geneva Housing Authority may also request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
- D. In addition to the above, the GHA will use HUD's Enterprise Income Verification (EIV) system to determine if the applicant or any member of the applicant household is currently receiving HUD assistance.

All applicants **MUST** disclose if they are currently receiving HUD housing assistance. The GHA will not knowingly assist applicants who will maintain a residence in addition to the GHA Public Housing unit.

Nothing prohibits a HUD housing assistance recipient from applying to the Geneva Housing Authority's Public Housing program. However, in order to be considered for a GHA Public Housing unit, the applicant must plan to move out of the current property when moving to the GHA unit, and must plan to make the GHA unit his/her only residence. Additionally, the applicant may not be approved for a GHA unit if they currently owe money to another HUD-assisted site.

If an applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant's "misrepresentation" of information.

#### **9.4 GROUND'S FOR DENIAL**

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

- D. Have a history of not meeting financial obligations, especially rent;
- E. Have a history of living or housekeeping habits which do not maintain (with or without assistance) their housing in a decent and safe condition, where such habits could adversely affect the health, safety, or welfare of themselves, other tenants, or Geneva Housing Authority staff;
- F. Have a history of criminal or unlawful activity by any household member involving crimes or offenses of physical violence against persons or property and any other criminal or unlawful activity including drug-related criminal or unlawful activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

Criminal or unlawful activity includes but is not limited to:

1. Crimes of violence against people (e.g., murder, battery ,assault);
  2. Crimes against property (e.g., burglary, larceny, robbery);
  3. Crimes or offenses that impose a financial cost (e.g., vandalism, arson);
  4. Crimes or offenses that involve disturbing the peace;
  5. Other criminal or unlawful acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents;
  6. Drug-related criminal activity involving personal use or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
  7. Drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C 802;
  8. Drug-related criminal activity involving the illegal sale, distribution or possession with the intent to sell or distribute marijuana;
  9. Drug-related offenses involving personal use or possession for personal use of marijuana.
- G. Have a history of disturbing neighbors or destruction of property;
  - H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from, or any other fraud (such as DSS, SSI, etc.);
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Geneva Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Geneva Housing Authority's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Geneva Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program during the three years prior to application. Also, any debt incurred to the Section 8 landlord during the HCV-assisted tenancy for rent, utilities and/or damages to the unit must be repaid to the Section 8 landlord before the applicant can be assisted on the GHA Public Housing program. Verification of the debt (such as court documents/judgment or GHA records) is required, unless the applicant voluntarily acknowledges the debt;

- P. Was a former GHA housing program participant who vacated the unit in violation of the lease or other program obligations. At the GHA discretion, the applicant may be declared eligible if the lease violation is corrected, with the date and time of the application being the time of the correction of the lease violation;
- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

### **9.5 TIME FRAMES FOR DENIAL**

As a general rule, applicants may be denied admission to housing for the following time frames (all time frames are calculated from the date of conviction, where applicable):

- A. Denied admission for six (6) months if any of the following occurred during the six (6) month period prior to beginning the full application process, or during the application process:
  - 1. Did not provide information required within the time frame specified during the application process which the GHA determines was under the control of the applicant.
  - 2. Has a history of not meeting financial obligations, especially rent.
  - 3. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other residents or staff.
  - 4. During any meeting with GHA staff engages in or threatens abusive or violent behavior towards any Geneva Housing Authority staff or residents.
- B. Denied admission for a minimum of three (3) years and the completion of a court-ordered or voluntary rehabilitation program as evidenced by proper certification and six (6) months of unsupervised living without a repeat incident:
  - 1. Persons evicted from public housing because of drug-related criminal activity for personal use or possession for personal use from the date of such eviction.

2. Persons applying for public housing who have been involved in drug-related criminal activity for personal use or possession for personal use from the date of such activity.
- C. Denied admission for five (5) years:
1. Intentionally misrepresented income, family composition or any other information affecting eligibility. All application requirements, including verifications, must be completed properly. In the event that the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- D. Denied admission for a minimum of five (5) years and the completion of sentence for any conviction, parole, probation served as a result of the crime or offense, and six (6) months of unsupervised living without repeat incident:
1. Persons evicted from public housing because of drug-related criminal activity for the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell or distribute.
  2. Has a history of criminal or unlawful activity involving crimes against property, crimes or offenses that impose a financial cost, crimes or offenses that involve disturbing the peace, and/or other criminal acts or unlawful activities that affect the health, safety or right of peaceful enjoyment of the premises by other residents.
  3. Persons applying for public housing who have been convicted or have a history of drug-related criminal activity for the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute.
- E. Denied admission for a minimum of ten (10) years and the completion of sentence for any conviction, parole, probation and six (6) months of unsupervised living without repeat incident.
- (1) Convicted of acts that would constitute fraud in connection with any GHA housing program or any other fraud.
  - (2) Has a history of criminal activity involving crimes of violence against people (e.g., murder, battery, assault).

## **9.6 INFORMAL REVIEW**

- A. If the Geneva Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Geneva Housing Authority



will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 calendar days of the denial. The Geneva Housing Authority will describe how to obtain the informal review, including adequate notice regarding the right to representation throughout the review process.

The informal review may be conducted by any person designated by the Geneva Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Geneva Housing Authority's decision. The Geneva Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. A participant family may request that the Geneva Housing Authority provide for an Informal Review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Review Process above will be utilized with the exception that the participant family will have up to 30 days after receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, to make their request.

## **10.0 MANAGING THE WAITING LIST**

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

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

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public

notice will be published in a local newspaper of general circulation and also by any available minority media.

## ***10.2 ORGANIZATION OF THE WAITING LIST***

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

- A. The GHA will maintain separate, site-based waiting lists for the Public Housing program. Applicants will indicate which sites they are applying for on their completed application. All of the following guidelines and procedures will apply to all waiting lists for all GHA Public Housing sites.
- B. The application will be a permanent file;
- C. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- D. Any contacts between the Geneva Housing Authority and the applicant will be documented in the applicant file.

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

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Geneva Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present any Social Security number information not already presented, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

## ***10.4 PURGING THE WAITING LIST***

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

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

The Geneva Housing Authority will remove an applicant's name from the waiting list when:

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

### **10.6 MISSED APPOINTMENTS**

All applicants who fail to keep any scheduled appointment with the Geneva Housing Authority will be sent a notice of termination of the process for eligibility. If the family does not appear or call to reschedule the appointment(s) required within seven (7) calendar days of notification by GHA via mail or telephone, the Geneva Housing Authority will terminate the processing of the application, and the application will not be returned to the waiting list.

Upon request by the applicant, the Geneva Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Geneva Housing Authority will work closely with the family to find a more suitable time. If the applicant has missed three (3) scheduled appointments, the Geneva Housing Authority will terminate the processing of the application, and the application will not be returned to the waiting list. Applicants will be offered the right to an informal review before being removed from the waiting list.

### **10.7 NOTIFICATION OF NEGATIVE ACTIONS**

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

to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### **10.8 *LETTERS MAILED TO APPLICANTS BY THE GENEVA HOUSING AUTHORITY***

If an applicant claims they did not receive a letter mailed by the Geneva Housing Authority that requested the applicant to provide information or to attend an appointment, the Geneva Housing Authority will determine whether the letter was returned to the Geneva Housing Authority. If the letter was not returned to the Geneva Housing Authority, the applicant will be assumed to have received the letter.

### **11.0 TENANT SELECTION AND ASSIGNMENT PLAN**

#### **11.1 *PREFERENCES***

The Geneva Housing Authority will select families based on the following preferences within each bedroom size category:

- A. Applicants who have been displaced from their housing as a result of a natural disaster (such as a hurricane, flood or fire) that has caused the area to be designated by the federal government as a disaster area, and who at the time of the disaster were either living in HUD-subsidized Public Housing or were being assisted by the HUD Housing Choice Voucher Program.
- B. All applicants who are homeless because their unit has been rendered uninhabitable by a fire or other natural disaster within the 30-day period immediately prior to application, and the municipality has ordered the unit to be vacated. If the family is made homeless due to a disaster that causes the area of their residence to be declared a federal disaster area, the 30-day limit on granting the preference will not apply.
- C. Applicants who live in the jurisdiction of the Geneva Housing Authority.
- D. Applicants who live outside the jurisdiction of the Geneva Housing Authority.
- E. After all of the above categories are housed, others on the waiting list will be housed.

The above preferences are listed in the order of priority. In other words, all families in preference A will be offered housing before any families in preference B, all preference B families will be offered housing before any families in preference C, etc.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

**Buildings Designated as Elderly Only Housing:** The Elmcrest Apartments, 99 Lewis Street, Geneva has been approved by HUD as being designated for elderly only. In filling vacancies in this development, only elderly families will be selected from the waiting list, in the above-prescribed order.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

**11.2 ASSIGNMENT OF BEDROOM SIZES**

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

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

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

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of five (5), may share a bedroom, but will not be required to.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Geneva Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size and/or composition changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Geneva Housing Authority will allow the larger size unit if the family provides documentation of a verified medical need for the family to be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move. Families qualifying for a smaller size unit will not be required to accept the offer of a larger size unit, but instead may choose to remain on the waiting list until a unit of the appropriate size is available.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **11.3 SELECTION FROM THE WAITING LIST**

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

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

#### ***11.4 DECONCENTRATION POLICY***

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

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

Prior to the beginning of each fiscal year, GHA will analyze the income levels of families residing in each of its developments, the income levels of census tracts in which GHA developments are located, and the income levels of the families on the waiting list. Based on this analysis, GHA will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in appendix 4.

#### ***11.5 DECONCENTRATION INCENTIVES***

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

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

#### ***11.6 OFFER OF A UNIT***

When the Geneva Housing Authority discovers that a unit will become available, staff will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Geneva Housing Authority will contact the family by first class mail to make the unit offer. The family will be given seven (7) calendar days from the date the letter was mailed to contact the Geneva Housing Authority regarding the offer.

In order to expedite the process:

- 1) The GHA will sometimes make the first contact by telephone, so that a determination of interest in the unit may be made more quickly. When a unit is rejected on the basis of a phone contact with the family, such rejection will be documented in the applicant file.
- 2) Several letters may be sent out to the first families on the waiting list who have the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or income targeting goal. Interested families will be notified in writing or by telephone of their current status on the waiting list. The family will be contacted appropriately by the highest priority upon availability of a unit or development. All requests will be documented on the waiting list and in the applicant file.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Geneva Housing Authority will send the family a letter documenting the offer and the rejection.

If an applicant rejects an offered unit, the GHA will wait six (6) months from the date of rejection before contacting the applicant again to offer a unit. This will mean the applicant may be skipped over if a unit becomes available during the six month period. However, if the applicant contacts GHA within the six month period and indicates that they are ready to be considered for a unit, the six month waiting period will be disregarded and any available unit will be offered to the applicant in order as if the six month period did not apply.

The above paragraph will apply as long as the number of applications on the waiting list will allow. If a unit becomes available, and all applicants have rejected a unit within the previous six months, the GHA will disregard the six month waiting periods, and contact applicants in order by oldest date of rejection.

### ***11.7 REJECTION OF UNIT***

If in making the offer to the family the Geneva Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Geneva Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be allowed to retain their application's date



and time until the third offer of a unit. Upon the third rejection of the offer of a unit, a family's application will be removed from the waiting list, and they must re-apply if they wish to remain on the waiting list.

If the family rejects with good cause any unit offered, the rejection will not count as a refusal. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). If the applicant is willing to accept an offered unit but is unable to move at the time of the offer and they can show clear evidence of their inability to move, they will not lose their place on the waiting list.

The family will be offered the right to an informal review of any decision to alter their application status.

### ***11.8 ACCEPTANCE OF UNIT***

When a family agrees to accept a unit, the Geneva Housing Authority will determine final eligibility for admission into the public housing program by verifying suitability, as outlined in Section 8.3. Once suitability has been verified, the family will be required to attend a briefing. The head of household and other adult family members will meet with a GHA staff member, who will perform the final rent calculation, review the lease and the rules and regulations, and execute the lease with the family. All adult family members must sign the lease.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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

### ***11.9 PAYMENT OF SECURITY DEPOSIT***

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to whichever of the following applies:

- A. Elderly Housing — \$100

- B. All Others (Family Housing) — \$200 or Total Tenant Payment, whichever is greater.

The security deposit must be paid in full with the first month's rent prior to taking possession of the unit. The security deposit will be held by the GHA in escrow (interest bearing) accounts. Interest on the security deposit will be refunded annually minus 1% of the principal to cover administrative costs. If the average interest rate over the preceding twelve months has not exceeded 1%, no interest payments will be made to tenants, and GHA will keep the interest, up to 1% of the principal. Any charges to the resident for any rent owed, damages to the apartment, services for extra maintenance, or any other obligation to the Geneva Housing Authority will be deducted from the security deposit upon the resident's move out. The resident will be given a detailed statement of these charges. The remaining balance of the security deposit will be returned to the Resident at the end of the lease or within a reasonable time thereafter.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family.

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

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

### **12.1 INCOME**

To determine annual income, the Geneva Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Geneva Housing Authority subtracts all allowable deductions (allowances) to determine the total tenant payment.

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

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

Annual income includes, but is not limited to:

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

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
- 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***12.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 6. Temporary, nonrecurring or sporadic income (including gifts);
  - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

The Geneva Housing Authority has opted to open an escrow account for families in this category, following HUD Family Self-Sufficiency guidelines, in lieu of having a portion of their income excluded.

- c. Families who are or were, within 6 months, assisted under a State TANF program.
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
  13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
    - a. The value of the allotment of food stamps
    - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
    - c. Payments received under the Alaska Native Claims Settlement Act
    - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
    - e. Payments made under HHS's Low-Income Energy Assistance Program
    - f. Payments received under the Job Training Partnership Act
    - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
    - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims

- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Geneva Housing Authority

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

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

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance



with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
4. "Medical expenses" will be considered to be payments made for: services rendered by a medical professional (including, but not limited to doctor, dentist, psychiatrist, nurse, physician's assistant, chiropractor), equipment and supplies determined by a professional to be medically necessary, prescription medications, over-the-counter medications if taken upon the advice of a physician, Medicare premiums, other health insurance premiums, and payments made to another party to perform medically necessary errands and services, such as driving to a doctor's appointment or picking up prescriptions. This is not to be considered an all-inclusive list. If a determination cannot be made as to whether a particular expense is allowable, the guidelines in IRS publication 502 will be followed.

E. Child care expenses.

A deduction will be allowed for child care expenses where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income. The child(ren) for whom a child care deduction is claimed must be twelve years of age or younger.

## **13.0 VERIFICATION**

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

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

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

The preferred method of verification of income is Upfront Income Verification (UIV). HUD's Enterprise Income Verification (EIV) system is an example of upfront income verification. Whenever possible, the GHA will use UIV to verify income, according to the most recent HUD guidelines.

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

When either UIV or third party verification cannot be obtained, the Geneva Housing Authority will proceed according to HUD verification guidelines, including accepting documentation received from the applicant/tenant. The GHA request for third-party verification will be followed up with a second request if the verification is not received within two weeks after the first request. The second request may be made in writing, by fax, or by phone. If verification is not received within one week after the second request, verification may be provided by the tenant. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Geneva Housing Authority will accept a statement signed by the head, spouse or co-head. The statement must be notarized if not signed in the presence of a GHA staff member. Such documents will be maintained in the file.

### **13.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD's, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	<ul style="list-style-type: none"> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

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

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

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

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

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

If the Geneva Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

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

##### **1. Requirement to provide Social Security Numbers**

In accordance with 24 CFR 5.216, effective January 20, 2010, applicants and residents are required to disclose his/her assigned SSN. This requirement applies to each member of the household, including live-in aides, foster children and foster adults.

##### **2. Exceptions to requirement**

The following individuals are exempt from this requirement:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
  - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
  - A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. A PHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may

confirm HUD's validation of the participant's SSN by viewing the household's *Summary Report* or the *Identity Verification Report* in the EIV system.

- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

### 3. **SSN Documentation**

The GHA will require applicants and participants (including each member of the household), who are not exempt as listed above, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

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

It should be noted that most (if not all) individuals who are lawfully present in the U.S. have been assigned a SSN. Many existing laws require the disclosure of the SSN for various purposes. All applicants and participants, including each member of the household (with the exception of those individuals who are exempt as noted above) are required to disclose his/her assigned SSN.

### 4. **Rejection of Documentation**

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

The document is not an original document; or

The original document has been altered or mutilated, or is not legible; or

The document appears to be a forged document (i.e. does not appear to be authentic).

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

## 5. Individuals without an assigned SSN

It is not uncommon for certain individuals to not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

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

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

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

GHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA to make such declaration in writing and under penalties of perjury. The GHA will maintain the declaration in the tenant file.

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

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

**Note:** An individual who has never been issued a SSN card or has lost their SSN card, may complete Form SS-5 – *Application for a Social Security Card* to request an original or replacement SSN card, or change information on his/her SSA record. The form is available online at [www.socialsecurity.gov](http://www.socialsecurity.gov), or can be obtained at the local SSA office.

## 6. Addition of a New Household Member

When a resident requests to add a new household member, who is at least six years of age, or under the age of six and has an assigned SSN, to the family, the resident must disclose the assigned SSN and provide the GHA with the documentation referenced in number 3 above at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the GHA will not add the new household member until the family provides such documentation.



When a resident requests to add a new household member, who is under the age of six and does not have an assigned SSN, the resident must disclose the assigned SSN and provide the GHA with the documentation referenced in number 3 above within 90 calendar days of the child being added to the household.

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

The child must be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The GHA will generate an ALT ID as referenced in number 5 above. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the GHA must terminate the entire family's tenancy.

#### **7. Penalties for Failure to Disclose and/or Provide Documentation of the SSN**

In accordance with 24 CFR 5.218, the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. **Applicants.** The GHA must deny the eligibility of an applicant if he/she (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for a period of not longer than 90 days. Any extenuating circumstances relating to the family's failure or inability to disclose all SSNs must be resolved within the 90-day time period as there will be no extensions of time after the end of the 90 days. If all household members have not disclosed their SSN at the time a unit becomes available, the PHA must offer the available unit to the next eligible applicant family on the waiting list.
- b. **Participants.** The GHA must terminate the tenancy of Public Housing participants (the entire household) if he/she (including each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued tenancy in the program, the GHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period **not to exceed** 90 calendar days from the date the GHA determined the family noncompliant with the SSN disclosure and documentation requirement, if the GHA determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
  2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.
- c. If the family is unable to comply with the requirements by the specified deadline, the GHA must terminate the tenancy of the entire family

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

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

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

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

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

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified in accordance with Section 13.4.5 above.

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

### ***14.1 FAMILY CHOICE***

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- C. Families who choose the formula-based method of rent calculation may request to return to the flat rent at any time that changes to their circumstances would make the flat rent more advantageous for the family.

## **14.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

If a family member is regularly and consistently employed for only a specific and pre-determined part of the year, such as a school district employee, the family must choose one of two options for calculation of an income-based rent. They may either 1) have their annual income minus deductions divided by twelve so they pay the same rent all year, even when they are not working, or 2) have their annual income minus deductions

divided only by the number of months they work, and pay a higher monthly rent for the time they are working, then have an adjustment made to lower their rent while they are not working. At annual recertification, the resident must sign a statement of which method they have chosen. The statement will be kept in the tenant file. Upon the next annual recertification, the resident may change their choice if they wish.

### **14.3 MINIMUM RENT**

The Geneva Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Geneva Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **14.4 THE FLAT RENT**

The Geneva Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Geneva Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 14.1).

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

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

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

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

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

The Geneva Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Geneva Housing Authority will provide additional search periods up to the maximum time allowable.

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

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

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

#### **14.6 UTILITY ALLOWANCE**

The Geneva Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Geneva Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rates change by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Geneva Housing Authority. The family must pay the actual cost of all utilities for which they are responsible under the lease, regardless of whether the actual cost is higher or lower than the utility allowance used.

Utility allowance revisions shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact NYSEG (New York State Electric & Gas) for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

#### **14.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at either the Geneva Housing Authority Main Office, 41 Lewis St., or the Geneva Courtyard Apartments Administrative Office, 10 Goodman St., or mailed to Geneva Housing Authority, P.O. Box 153, Geneva, New York 14456. Rent payment will not be accepted outside of regular business hours, or at other locations, whether on or off Geneva Housing Authority property. Reasonable accommodations for this requirement will be made for persons with disabilities. No GHA staff member shall accept a resident's rent payment unless the staff member is authorized to collect rent. As a safety measure, no cash shall be accepted as a rent payment. Rent should be paid by personal check, cashier's check or money order.

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. The tenant will be charged for the personal service of this notice, according to the schedule of Tenant Charges.

#### **14.8 RETURNED CHECKS**

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent. The resident will be charged for processing charges, according to the schedule of Tenant Charges.

Any resident who has a second check returned for insufficient funds will no longer be allowed to pay rent by personal check, unless the check is certified by their banking institution. Acceptable forms of payment would be a money order, bank check, certified check, or other payment that is considered equivalent to cash, such as Western Union transfer.

A resident who has had more than one check returned must wait at least two full years from the date of the last returned check before being allowed to again write personal checks. If a resident who resumes paying by check after waiting the two years has another check returned by the bank, the resident's check-writing privileges will be **permanently** denied. No more personal checks will be accepted unless the check is certified.

If a check is returned because of a **bank error**, and the resident provides documentation of such, the above check-writing restrictions will not apply. The charge for a returned check will still be applied to the resident's account. It is the resident's responsibility to have the bank credit the GHA's account for the returned check charge. When GHA receives the bank credit, the returned check charge will be removed from the resident's account. If GHA does not receive the credit within 60 days from the date the charge is applied to the resident's account, the resident will be held responsible for payment of the charge.

This section (13.9) will apply to all checks written by or on behalf of a resident for any charges owed to GHA for any reason, including, but not limited to, rent.

## **15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **15.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement.

### **15.2 EXEMPTIONS**

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

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program



### **15.3 NOTIFICATION OF THE REQUIREMENT**

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

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **15.4 VOLUNTEER OPPORTUNITIES**

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

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

The Geneva Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Geneva Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

### **15.5 THE PROCESS**

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Geneva Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.

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

**15.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Geneva Housing Authority will notify any family found to be in noncompliance of the following:

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

**15.7 OPPORTUNITY FOR CURE**

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

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more

than three (3) hours after three (3) months, the Geneva Housing Authority shall take action to terminate the lease.

## **16.0 RECERTIFICATIONS**

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

### **16.1 GENERAL**

The Geneva Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Geneva Housing Authority will determine whether family composition may require a transfer to a different size unit (by number of bedrooms), and if so, the family's name will be placed on the transfer list.

### **16.2 MISSED AND RESCHEDULED APPOINTMENTS**

If the family fails to respond to the annual reexamination notification letter and fails to attend the interview, a second letter will be mailed. The second letter will allow the resident seven calendar days to call and schedule another appointment. If there is no response to the second letter, a third letter will be sent stating that if the resident has not made contact within three days, lease termination proceedings will begin.

Upon request by the resident, the Geneva Housing Authority will allow the resident to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Geneva Housing Authority will work closely with the family to find a more suitable time. If the resident has missed two (2) scheduled appointments without good cause, or three (3) scheduled appointments with good cause, the Geneva Housing Authority will begin lease termination proceedings.

The above guidelines for missed and rescheduled annual recertification appointments will also apply to all other situations involving a scheduled appointment with a resident.

### **16.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Geneva Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Geneva Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. At the appointment, the Geneva Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to

select the flat rent method without meeting with the Geneva Housing Authority representative, they may make the selection on the form and return the form to the Geneva Housing Authority. In such case, the Geneva Housing Authority will cancel the appointment.

#### **16.4 THE FORMULA METHOD**

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

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

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the ceiling rent.

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

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

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

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

#### **16.6 INTERIM REEXAMINATIONS**

Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The Resident is required and agrees to report the following specified changes in family income and composition within fourteen (14) calendar days of occurrence. If the

family's rent is being determined under the formula method, these changes may trigger an interim reexamination. The resident is required to schedule an appointment as soon as possible with the Occupancy Staff to sign all paperwork regarding these changes.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the Geneva Housing Authority in advance, and must qualify, the same as an applicant or any prospective new Resident.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Geneva Housing Authority will determine the suitability of the individual before adding them to the lease. If the individual does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 15.8 below.

- B. Employment, unemployment or changes in employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Social Security, Social Security Supplemental Income, Social Security Disability, State Supplemental Income, State Disability Income, Temporary Aid To Needy Families, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources (except Social Security benefits and Supplemental Security Income) which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

- D. Errors of omission made at admission or re-examination will be corrected by the Geneva Housing Authority. Retroactive payments will be made to the Geneva Housing Authority if the error is in the Geneva Housing Authority's favor.
- E. A Resident who has had an income reduction\increase after initial occupancy or after annual re-examination must report all changes in income within fourteen (14) calendar days regardless of the amount or source. No rent change will occur unless the increase exceeds \$2,400.00 annually (\$200.00 monthly). All reductions will be implemented.

## **16.7 SPECIAL REEXAMINATIONS**

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

## **16.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

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

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

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

## **17.0 UNIT TRANSFERS**

### **17.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.

- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Geneva Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### **17.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed. Households who are underhoused by two or more bedrooms (for example, a family who requires four bedrooms living in a two-bedroom apartment) are also included in this category.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Geneva Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Geneva Housing Authority when a transfer is the only or best way of solving a serious problem.

### **17.3 DOCUMENTATION**

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

### **17.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median)



predominates and wish to move to a development where their income category does not predominate.

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

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Geneva Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Geneva Housing Authority on basic home and yard care.

### ***17.5 PROCESSING TRANSFERS***

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every one admission.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the

unit is ready to rent. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Geneva Housing Authority and the family rejects two offers without good cause, the Geneva Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Geneva Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### ***17.6 COST OF THE FAMILY'S MOVE***

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

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

The cost of the transfer will be borne by the Geneva Housing Authority in the following circumstances:

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

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

### ***17.7 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Geneva Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

### ***17.8 TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Geneva Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Geneva Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) calendar days of receipt of the request to schedule a meeting.

The Geneva Housing Authority will grant or deny the transfer request in writing within fourteen (14) calendar days of receiving the request or holding the meeting, whichever is later.

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

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

### ***17.9 RIGHT OF THE GENEVA HOUSING AUTHORITY IN TRANSFER POLICY***

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

## **18.0 INSPECTIONS**

An authorized representative of the Geneva Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Geneva Housing Authority file and a copy given to the family member. An authorized Geneva Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset any damages to the unit which the Geneva Housing Authority determines are beyond normal wear and tear.

### ***18.1 MOVE-IN INSPECTIONS***

The Geneva Housing Authority and an adult member of the family will inspect the unit within one week following the tenant's scheduled move into the unit. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### ***18.2 ANNUAL INSPECTIONS***

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

### ***18.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

These inspections are conducted on a regular and ongoing basis. The inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the drains, smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***18.4 SPECIAL INSPECTIONS***

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

### ***18.5 HOUSEKEEPING INSPECTIONS***

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

## **18.6 NOTICE OF INSPECTION**

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

## **18.7 EMERGENCY INSPECTIONS**

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

## **18.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Geneva Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Geneva Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Geneva Housing Authority to ready units more quickly for the future occupants.

## **18.9 MOVE-OUT INSPECTIONS**

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

## **19.0 WEAPONS**

All residents must notify the Geneva Housing Authority immediately if they or any member of the tenant household owns or possesses a gun, rifle, or firearm (whether or not it requires a permit or registration), or any other weapon, including but not limited to BB guns, pellet guns, hunting knives, slingshots, and bow and arrows.

A resident who owns or possesses a firearm or weapon must provide the Geneva Housing Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises.

Firearms stored on the premises must either be kept in a locked gun cabinet supplied by the resident and approved by the GHA, or they must have a safety lock and be stored in the locked position at all times.

Residents must not display or use, or allow members of the resident household, visitors, or guests to display or use any firearms, BB guns, pellet guns, slingshots, hunting knives, bow and arrows, or any other weapon in a manner that endangers life or property.

## **20.0 REPAYMENT AGREEMENTS**

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

## **21.0 TERMINATION**

### ***21.1 TERMINATION BY TENANT***

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

### ***21.2 TERMINATION BY THE HOUSING AUTHORITY***

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

The Geneva Housing Authority will terminate the lease for serious or repeated violations of material lease terms. ("Repeated violations" shall be interpreted to mean three (3) or more instances of the same lease violation.) Such violations include but are not limited to the following:

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

- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on or off a GHA development or premises that GHA determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the GHA or any other person lawfully on the development. This includes but is not limited to the manufacture of methamphetamine on the premises of the Geneva Housing Authority;
- K. Any drug-related criminal activity on or off a GHA development; or any activity by a resident head of household, a household member, or visitor by which GHA determines that any of the aforementioned are illegally using a controlled substance;
- L. Abuse of alcohol or a controlled substance by which GHA determines or has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety or right to peaceful enjoyment of the development by other Residents, GHA employees, or persons legally on the development;
- M. Non-compliance with Non-Citizen Rule requirements;
- N. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- O. Violation of Community Room Rules at any GHA development;
- P. Violation of Geneva Courtyard Apartments Playground/Pavilion Rules; and
- Q. Other good cause.

The Geneva Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

**NOTE: Any lease termination initiated by the Geneva Housing Authority on the basis of criminal activity by a member of the household will NOT offer the opportunity to access the GHA Grievance Procedures. Due process rights will be afforded to the tenant entirely through the state court system.**

### ***21.3 RESTRICTIONS ON TERMINATIONS REQUIRED BY VAWA (VIOLENCE AGAINST WOMEN ACT) 2005***

In order to assist victims of domestic violence, dating violence, sexual assault, or stalking to obtain or maintain housing, the GHA will comply with all VAWA (Violence Against Women Act) requirements.

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The GHA will bifurcate a lease if necessary to provide protection to a victim of domestic violence, dating violence, or stalking. This means that the GHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking against family members or others without terminating the assistance or evicting victimized lawful occupants.

The GHA may honor court orders regarding the rights of access or control of the property issued to protect the victim and used to address the distribution or possession of property among household members where the family “breaks up.”

There is no limitation on the ability of the GHA to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the GHA evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.”

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The GHA will require certification of victim status. The victim may self-certify using form HUD-50066 “Certification of Domestic Violence, Dating Violence or Stalking”.



Whether or not the victim uses form HUD-50066 to self-certify, a third-party certification must also be obtained to document victim status. This additional certification requirement may be satisfied with

1. Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. The professional providing the documentation must attest under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definitions set forth in Section 7.0 of this ACOP. The victim of domestic violence, dating violence or stalking must also sign and attest to the documentation under penalty of perjury. OR
2. Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

The GHA will provide notification to all applicants and residents of their rights under VAWA. Whenever the need is indicated, GHA will make referrals to Family Counseling Service of the Finger Lakes, Inc., a state-approved Domestic Violence Service Provider in Ontario County.

#### ***21.4 RETURN OF SECURITY DEPOSIT***

After a family moves out, the Geneva Housing Authority will return the security deposit within thirty (30) calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same condition as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Geneva Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) days.

## **22.0 INFORMAL HEARING AND FORMAL GRIEVANCE PROCEDURES FOR RESIDENTS**

### **22.1 RIGHT TO A GRIEVANCE HEARING**

Upon the filing of a written request as provided in these procedures, a Resident will be entitled to a hearing before a hearing officer.

### **22.2 DEFINITIONS**

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** will mean any dispute which a Resident may have with respect to Authority action or failure to act in accordance with the individual Resident's lease or Authority regulations which adversely affect the individual Resident's rights, duties, welfare or status. Grievance does not include any dispute a Resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other Residents or employees of the Authority, or any drug-related criminal activity on or near such premises. Nor will this process apply to disputes between Residents not involving the Geneva Housing Authority or to class grievances.
- B. **"Complainant"** will mean any Resident whose grievance is presented to the Authority or at the development management office in accordance with Sections 3 and 4 of this policy.
- C. **"Elements of due process"** will mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the Resident of the grounds for terminating the tenancy and/or eviction;
  - 2. Right of the Resident to be represented by counsel;
  - 3. Opportunity for the Resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
  - 4. A decision on the merits.

- D. **"Hearing Officer"** will mean a person selected in accordance with 21.4,B of these procedures to hear grievances and render a decision with respect to such grievance.
- E. **"Resident"** will mean the adult person (or persons) other than a live-in aide:
  - 1. Who resides in the premises, and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises,
  - 2. Who resides in the premises, and who is the remaining head of household of the Resident family residing in the premises.
- F. **"Resident organization"** includes a resident council or resident management corporation.

### **22.3 PROCEDURES PRIOR TO A HEARING**

Informal settlement of grievance. Any grievance will be promptly and personally presented, verbally or in writing, to the Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion will be prepared within fourteen (14) calendar days and one copy will be given to the Resident and one retained in the Authority's Resident file. The summary will specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and will specify the procedures by which a hearing under these procedures may be obtained if the Resident is not satisfied.

### **22.4 PROCEDURES TO OBTAIN A HEARING**

- A. Request for hearing. The Resident will submit a written request for a hearing to the Authority within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to Section 21.3. The written request will specify:
  - 1. The reasons for the grievance; and
  - 2. The action or relief sought.
- B. Selection of Hearing Officer. A grievance hearing will be conducted by an impartial person appointed by the Authority other than a person who made or approved the Authority action under review or a subordinate of such person.

Except where a conflict of interest would exist, the GHA Chief Executive Officer or his designee will be appointed as Hearing Officer. For use in situations where the GHA CEO or his designee would be unable to serve as Hearing Officer, the Authority will maintain and will annually review a list of prospective

hearing officers. This list will be provided to any existing resident organization(s), and to Legal Assistance of the Finger Lakes for such organization's comments or recommendations. Any comments or recommendations by a resident organization submitted in a reasonable time will be considered by the Authority.

From this list, a hearing officer will be selected.

- C. Failure to request a hearing. If the Resident does not request a hearing in accordance with this Section, or fails to appear at a scheduled hearing, then the Authority's disposition of the grievance under "21.6. Decision of the Hearing Officer" will become final: Provided, that failure to request a hearing does not constitute a waiver by the Resident of the right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- D. Escrow deposit. Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Authority claims is due, the Resident will pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place (this includes retro-rent). The Resident will thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow account will not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments will result in a termination of the grievance procedure: Provided, that failure to make payment will not constitute a waiver of any right the Resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.
- E. Scheduling of hearings. Upon the Resident's compliance with this Section a hearing will be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Resident and the Authority. A written notification specifying the time, place and the procedures governing the hearing will be delivered to the Resident and the appropriate Authority official.

## **22.5 PROCEDURES GOVERNING THE HEARING**

- A. The Resident will be afforded a fair hearing, which will include:
  - 1. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations, that are directly relevant to the hearing. The Resident will be provided a copy of any such document at the Resident's expense. If the Authority does not make the document available

for examination upon request by the Resident, the Authority may not rely on such document at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the Resident's representative, and to have such person make statements on the Resident's behalf;
  3. The right to a private hearing unless the Resident requests a public hearing;
  4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Authority or development management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- B. Accommodation of persons with disabilities.
1. The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing.

## **22.6 DECISION OF THE HEARING OFFICER**

- A. The hearing officer will prepare a written decision, together with the reasons therefor, within thirty (30) calendar days after the hearing. A copy of the decision will be sent to the Resident and the Authority. The Authority will retain a copy of the decision, in the Resident's folder. A copy of such decision with all names and identifying references deleted, will also be maintained on file by the Authority and made available for inspection by a prospective complainant, his or her representative, or the hearing officer.
- B. The decision of the hearing officer will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within thirty (30) calendar days, and promptly notifies the complainant of its determination, that:
1. The grievance does not concern Authority action or failure to act in accordance with or involving the Resident's lease or Authority regulations, which adversely affect the Resident's rights, duties, welfare or status;
  2. The decision of the hearing officer is contrary to applicable Federal, State, or Local law, Authority regulations or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

- C. A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the Resident in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the Resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **23.0 UTILIZING THE ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM**

Use of EIV is mandatory. The GHA will use the EIV system to identify potential discrepancies in income reporting by residents during the annual and interim reexamination processes. In order to identify any discrepancies, the GHA will use EIV wage/benefit data in conjunction with third party income verification documents received during the annual and interim recertification processes. If there are discrepancies in the amount of income, or if the income is outdated, the GHA will use the most accurate and reliable source of income verification.

The data contained and provided by the EIV system will be protected by the GHA and should only be used for official program purposes. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

The GHA must adhere to EIV security awareness measures to ensure that only authorized system users may access the EIV system in order to maintain overall privacy and security compliance.

The GHA must use the EIV system to verify household income from such sources as Social Security, Social Security Disability, SSI, wages and unemployment compensation for each family member. The GHA must use the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50058 which is maintained in the Public Housing Information Center (PIC) database.

### **23.1 DEMONSTRATING COMPLIANCE WITH MANDATORY USE OF EIV**

In accordance with 24CFR §5.233(a)(2)(i), PHAs must demonstrate compliance with mandated use of EIV by doing the following:

- A. For each New Admission (50058 action type 1):
  - 1. review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date;

2. print and maintain a copy of the EIV Income Report in the tenant file; and
  3. resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
- B. For each Historical Adjustment (50058 action type 14):
1. review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date;
  2. print and maintain a copy of the EIV Income Report in the tenant file; and
  3. resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
- C. For each Interim Reexamination (50058 action type 3):
1. maintain in the tenant file, a copy of the ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (The EIV Income Report may be printed, however, only the ICN page is required.)
  2. maintain in the tenant file, a copy of the EIV Income Report when there is an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.
- D. For each Annual Reexamination where the *tenant does not dispute EIV information*, the GHA must:
1. maintain the EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the GHA), traditional third-party verification form(s). Traditional third-party verification forms may be necessary if, for example, the tenant cannot provide a sufficient number of current and consecutive paystubs.
- E. For each Annual Reexamination where the *tenant disputes EIV information*, the GHA must:
1. maintain the EIV Income Report, current acceptable tenant-provided documentation, and/or traditional third-party verification form(s).
- F. Where the *tenant-reported income is not verifiable through the EIV system*, the GHA must:
1. maintain current tenant-provided documents, and *if necessary*, traditional third-party verification form(s).

### ***23.1.1 Debts Owed to PHAs & Termination Module***

HUD has established a national data base to serve as a repository for debt and termination information on former program participants. It is now mandatory that each PHA designate at least one staff person whose responsibility it will be to enter information into this Debt Termination Data Base (DTDB).

The designated staff must obtain prior approval from HUD, before the system will allow them to enter information into the DTDB. Prior approval from HUD can only be obtained by submitting an EIV Access Authorization form to the GHA EIV Coordinator, requesting user access role ***Program Administrator –Public Housing***.

### ***23.1.2 Policy Governing DTDB Entries***

The following practices must be adhered to when entering debt/termination information into DTDB:

- 1) Debt/Termination information must not be entered into DTDB until an End Of Participation (EOP) action has been entered in PIC for the former participant;
- 2) Debt/termination information must be entered within 90 days from the EOP date;
- 3) Debt/termination information will be maintained in DTDB only up to a period of 10 years;
- 4) Families who have never, or no longer, warrant being in the data base must be removed following HUD guidelines under *Debts Owed to PHAs and Termination information*.
- 5) A tenant record may only be modified 3 times;
- 6) Debts should not be modified as payments are being made. The debt is to be removed only after being paid in full;

### ***23.1.3 Screening Families Through EIVs’ “Former Tenant Search” Module***

Procedures governing use of the EIV “Former Tenant Search” module must include the following:.

- 1) Prior to admission, the GHA will query each adult household member’s SSN to determine if a PHA has reported a debt or adverse termination;
- 2) Former participants who owe debts to a PHA may not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
- 3) Adverse Terminations should be denied assistance in accordance with GHA policy and/or HUD regulations; and



- 4) Families denied assistance due to information in DTDB must be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered an the opportunity for an informal review.

#### ***23.1.4 Mandatory Monitoring of EIV Reports***

GHA will monitor the following EIV reports on a *monthly* basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

GHA will monitor the following EIV reports on a *quarterly* basis:

1. Income Discrepancy Report
2. Multiple Subsidy Report
3. New Hires Report

#### ***23.2 INCOME DISCREPANCY RESOLUTIONS***

When the EIV income data differs from the participant-provided income data by at least \$200.00 per month, this constitutes a “substantial difference.”

In cases where the EIV income data is **NOT** substantially different than tenant-reported income, the GHA will:

- Use participant documents or third party income verification to calculate anticipated annual income if the EIV income is less than current participant-provided documentation: or
- Use EIV income data unless the participant provides documentation of a change in circumstances when the EIV data is more than the current participant-provided documentation. If acceptable participant documentation is provided to justify a change in circumstances, the participant documents will be used to calculate income.

In cases where EIV income is substantially different than the participant-reported income, the GHA will:

- Request written third-party verification from the income source in accordance with 24 CFR 5.236(2) (i);
- Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when the GHA cannot readily anticipate income such as in the cases of seasonal employment, unstable working hours and suspected fraud;

- Analyze all data and attempt to resolve the income discrepancy; and
- Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

### **23.3 EIV SECURITY MEASURES**

#### **23.3.1 Handling of Discrepancy Reports**

The GHA will handle EIV discrepancy reports in the following manner:

- If a resident disagrees with the discrepancy report issued by the EIV system, a meeting will be scheduled by the GHA with the resident to resolve the dispute. All details of the discrepancy report must be documented and the resident will have 15 business days from the date of the meeting to obtain third-party verification of the discrepancy and submit supporting documentation to the GHA. All resident-provided information and submitted documentation should be dated not more than 60 days prior to the initial resolution meeting. Once the information is received from the resident, the GHA will review and make a final decision within ten business days from the date that the information was received from the resident.
- If a situation arises where facts indicate that a resident has not reported or has under-reported income, the resident's rent will be recalculated after proper verification of the amount of the unreported income has been received. The recalculation will be retroactive to the date the income actually began. The resident will then be responsible to pay to the GHA the full amount of the difference between what was paid for rent and what should have been paid for rent. If the resident is unable to make full payment within thirty days of being notified of the amount due, a repayment agreement will be executed between the resident and the GHA to allow for repayment. If the resident refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, the resident's lease will be terminated.

#### **23.3.2 Records Retention**

During the term of the tenancy and for three years thereafter, the GHA must retain the documents in the resident's file. EIV information must be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

#### **23.3.3 Disposal of Applicant and Participant Records**

All EIV documents must be destroyed at the end of the three-year retention period. They should be destroyed in a manner that would not compromise the confidentiality of the

applicants and/or participants. The preferred method for destroying documents is by shredding.

#### ***23.3.4 EIV Security Monitor***

The GHA will designate someone as the agency's "*EIV Security Monitor*." The agency's EIV Security Monitor will be responsible for ensuring that the minimal EIV security procedures outlined in this document are adhered to.

The local EIV security monitor will update agency EIV records and/or terminate EIV access when:

- A staff member associated with EIV information is no longer employed with the agency, or
- A staff member who previously had access rights to the EIV system no longer has such rights.

#### ***23.3.5 Storage of EIV Documents***

The GHA will maintain a lockable container, file cabinet, or room to store EIV documents that are:

- Outdated and are destined to be destroyed, or
- Printed but not yet placed in the residents' files.

Caution should be taken to prevent the combining of each of the above types of documents. It is recommended that the GHA keep each type in separate folders within the lockable receptacle.

#### ***23.3.6 Key Control Form***

The GHA will utilize a **Key Control Form** to document:

- The number of keys issued for the lockable container, file cabinet or room;
- The names of program staff who are in possession of these keys; and
- A change in the number of keys available or a change in the identity of the staff in possession of the keys.

### ***23.3.7 EIV Security Awareness Training***

GHA staff or other applicants requesting EIV access must satisfy the required annual EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, an applicant must watch the most recent HUD EIV Security Awareness Training Webcast.

### **23.3.8 DISCLOSURE OF EIV INFORMATION**

The data in EIV contains personal information on individual tenants which is protected under the Federal Privacy Act. The information in EIV may only be used for limited official purposes, as noted below.

#### ***A. OFFICIAL PURPOSES INCLUDE:***

1. PHAs, in connection with the administration of PIH programs, for verifying the employment and income at the time of interim and annual reexaminations.
2. HUD staff for monitoring and oversight of PHA compliance with HUD program requirements.
3. Office of the Inspector General (OIG) for investigative purposes.
4. Independent Auditors hired by the PHA or HUD to perform a financial audit for use in determining the PHA's compliance with HUD program requirements, including verifying income and determining the accuracy of the rent and subsidy calculations.

#### **Restrictions on disclosure requirements for Independent Auditors:**

- (a) May only access EIV income information within family files and only within the offices of the PHA or PHA-hired management agent;
- (b) May not transmit or transport EIV income information in any form;
- (c) May not enter EIV income information on any portable media;
- (d) Must sign non-disclosure oaths that the EIV income information will be used only for the purpose of the audit; and
- (e) May not duplicate EIV income information or re-disclose EIV income information to any user not authorized by Section 435(j)(7) of the Social Security Act to have access to the EIV income data.

EIV income data may only be used for:

- Verification of employment and income at certification
- Discrepancy monitoring as described in this Admissions and Continued Occupancy Policy

**Under no circumstances may users or coordinators provide access to the system by sharing the user name/password combination. PHAs must not disclose data in any way that would violate the privacy of the individuals.**

EIV data must not be disclosed (or re-disclosed) to any third parties such as the local Department of Social Services office, Office For the Aging, etc. Willful disclosure or inspection of EIV data can result in civil and criminal penalties.

- Unauthorized disclosure – felony conviction and fine up to \$5,000 or imprisonment up to five (5) years, as well as civil damages
- Unauthorized inspection – misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages

### ***23.3.9 Breach of EIV Security Policy***

Any breach of the EIV security policy should be immediately reported to the GHA EIV Security Monitor, who, after gathering the facts, must then report the incident to the GHA CEO.

## APPENDIX 1                      GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

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

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

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

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

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

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

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

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

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

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

**Dating Violence:** [as defined in Section 40002 of VAWA 1994] which states as follows:

The term 'dating violence' means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

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

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

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

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

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

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

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

**Disabled Person:** See "person with disabilities."

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

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

**Domestic Violence:** [as defined in Section 40002(a)(6) of VAWA 1994]:

The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."



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

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

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

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

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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

**Family** includes but is not limited to:

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

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

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

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

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

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

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

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

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Immediate Family Member:** means, with respect to a person –  
(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or  
(B) any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

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

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

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

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

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

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

**Net Family Assets:**

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

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

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

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

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or  
  
In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."  
  
B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

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

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

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

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

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

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

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

**Stalking:** means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person

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

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

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

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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

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

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

50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

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

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



## **APPENDIX 2            ACRONYMS**

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TANF	Temporary Assistance to Needy Families
TTP	Total Tenant Payment

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**APPENDIX 3 INCOME LIMITS AND DECONCENTRATION WORKSHEET**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families**