

HOUSING AUTHORITY OF THE CITY OF OMAHA

Admissions and Continued Occupancy Policy for the Public Housing Program (ACOP)

*Revised as of December 2010
Chapters Individually Approved by the Board of Directors 2008-2010*

Chapter One

CHAPTER 1: STATEMENT OF POLICIES AND OBJECTIVES

I. Introduction:

The Omaha Housing Authority (OHA) is a public, quasi-governmental agency established under federal legislation and state law in 1935. OHA was Nebraska's first housing authority and one of the first housing authorities in the nation. It is OHA's philosophy that all citizens, regardless of income, are entitled to a decent home at affordable rents.

The mission of the Omaha Housing Authority (OHA) is to provide decent, safe and sanitary housing conditions for low- and moderate- income persons; to deliver these services while managing resources efficiently; and to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

It is the policy of the OHA to be service-directed in the administration of its housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within its jurisdiction.

A. Purpose of the Policy:

This Admissions and Continued Occupancy Policy (ACOP) describes the admission, occupancy and transfer policies by which the OHA determines eligibility for admission, selects prospective residents, assigns housing units, admits residents, and processes transfers in a fair and nondiscriminatory manner.

The OHA Board of Commissioners must approve the ACOP and any substantive changes thereto. Required portions of the Policy will be provided to the Department of Housing and Urban Development (HUD).

This ACOP is applicable to OHA Public Housing Developments only. The OHA's Housing Choice Voucher (Section 8) program utilizes a separate HUD-approved administrative plan which can be obtained by contacting the Section 8 department.

Should this policy conflict with any applicable Federal or State law or regulation, the law or regulation shall apply and this policy shall be preempted.

B. Local Objectives:

This Policy is designed to demonstrate that the OHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families

while maintaining their rent payments at an affordable level.

- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

II. Nondiscrimination Policies

A. Compliance with Federal and State Laws

It is the policy of the OHA to comply fully with existing Federal and State laws¹ protecting the individual rights of applicants, residents, or staff and any laws subsequently enacted.

B. Civil Rights and Fair Housing

The OHA does not discriminate because of race, color, sex, sexual orientation, religion, age, handicap, disability, national origin, ethnicity, familial status or marital status, in the leasing, rental, sale or transfer of apartments, buildings, and related facilities, including land that it owns or controls.²

To further its commitment to full compliance with applicable Civil Rights laws, the OHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

¹ Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; and the implementing regulations at 24 CFR Parts 100,108,110, and 121. Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35 (to the extent that they apply, otherwise section 504 of the Fair Housing Amendments govern); and any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

² Buildings must be owned by the OHA and covered by a contract for annual contributions under the United States Housing Act of 1937.

The OHA shall not, on account of race, color, sex, religion, age, sexual orientation, disability, handicap, national origin, ethnicity, marital status or familial status:³

1. Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;
2. Provide housing which is different from that provided others except as required or permitted by law and in accordance with this Policy;
3. Subject any person to segregation or disparate treatment;
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Deny a person access to the same level of services available to other similarly situated individuals; or
7. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

C. Fair Admissions

The OHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., households with children born to unmarried parents or households whose Head of Household or Co-Head of household is a student).

Each applicant in a particular group or category shall be treated on an individual basis in the normal processing routine.

III. Reasonable Accommodations

It is the policy of the Omaha Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, the OHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

OHA is required by law to provide reasonable accommodations to disabled applicants, residents, and participants that will facilitate their ability to function and provide equal opportunity to use and enjoy its housing programs. The OHA's Reasonable Accommodation Policy is applicable to all situations described in this Admissions and Continued Occupancy Policy, including (but not limited to) when a

family initiates contact with the OHA, when the OHA initiates contact with a family, when a family applies, and when the OHA schedules or reschedules appointments of any kind.

The OHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize housing programs and related services. The availability of specific accommodations will be made known by including notices on OHA forms and letters to all families, and all requests will be verified so that the OHA can properly accommodate the need presented by the disability.

- The OHA cannot refuse to make a Reasonable Accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy an OHA apartment, including public and common use areas.
- The OHA must make a modification to existing premises, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy OHA premises.

A. Definition of Disability

Applicable federal and state law defines "disability," with respect to the individual, as:

- A physical or mental impairment which substantially limits one or more of such person's major life activities;
- A record of having such an impairment
- Being regarded as having such an impairment, but such term does not include current, illegal drug use or addiction to a controlled substance.
- Major life activities are defined as functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

B. Verification of a Request for Accommodation

All requests for Reasonable Accommodation or modification of a unit will be verified with a reliable, knowledgeable professional.

Requests will be assessed according to the following criteria:

1. Whether the applicant is a qualified "individual with [a] disability".
2. Whether the requested accommodation is related to the disability.
3. Whether the requested accommodation is "reasonable". A request for an

accommodation shall be considered to be "reasonable" as long as it does not create an undue hardship or administrative burden, or constitute a fundamental alteration in a housing program

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

C. Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the OHA, meaning an action requiring "significant difficulty or expense."

The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden (hardship), or fundamentally alters the nature of the public housing program, is upon the OHA.

If granting the requested accommodation would create an undue hardship, the OHA shall approve the request to the extent that it can do so without undergoing the undue burden or fundamental program alteration as described above.

In determining whether accommodation would create an undue hardship, the OHA will consider:

- The nature and cost of the accommodation needed;
- The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

D. Examples of Accommodations

The OHA shall make reasonable accommodations in policies and procedures and, if necessary and reasonable, make certain structural modifications for persons with disabilities (applicants or residents) in accordance with the OHA's Reasonable Accommodation Policy. The OHA will make the following accommodations in appropriate circumstances (when need is established) in accordance with its policies. *This list is to provide examples only and is not intended to be exhaustive:*

- The OHA will make accommodations for persons with a disability who require **an advocate or accessible offices**. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

- All OHA **mailings will be made available in an accessible format** upon request, as a reasonable accommodation.
- The OHA will permit an **authorized designee** to participate in the **application or certification process**.
- The OHA will conduct **home visits** to residents to conduct **annual and interim recertifications**.
- The OHA will utilize organizations that provide **assistance for hearing- and sight-impaired persons** when needed.
- The OHA will **provide readers to assist person with literacy barriers** in completing the application and certification process.

E. Exception from Requirement to Escort Visitors

OHA's Public Housing Lease and Rules of Occupancy require that all guests are escorted by a resident while in the common areas (including but not limited to lobbies, halls, community rooms and offices) of OHA buildings. However, the OHA recognizes that due to disability, certain residents may require a reasonable accommodation to these policies regarding unescorted guests.

When need is established in accordance with its policies, the OHA will make the following adjustments to its policies as a reasonable accommodation.

1. **Visitor Access Badges:** According to the following policies, **the resident's guest(s) will be given an identification and controlled access badge**, similar to those given to residents but designating the person as a visitor. The badge will allow the visitor **limited access** to the resident's building and will allow the visitor to be unescorted in common areas of the building. Such **limited access** shall be for the purposes of **traveling to and from the resident's unit only**. Use of the badge for any other purposes shall be prohibited (*see section 3, below*).
 - **Non-Family Members:** The resident may be granted up to three (3) visitor access badges for non-family members free of charge. The resident may be granted three (3) additional non-family visitor badges at a cost of ten dollars (\$10) per badge. Each resident may have no more than six (6) total non-family visitors with access badges.
 - **Family Members:** The resident may be granted an unlimited number of visitor access badges for **immediate family members** free of charge. Immediate family members are defined as: **husband, wife, mother, father, sister, brother, son or daughter**. The resident must establish this relation according to OHA's verification policies.

At the time the resident vacates the unit, or is no longer in need of the accommodation, or if the badge/key is revoked under Paragraph E(3), below, the visitor(s) will be required to return all badge(s)/key(s) to the OHA. Failure to do so may result in charges to the resident's account.

2. **Required Criminal History Screening:** All visitors for whom the resident requests a badge must complete an Authorization for Release of Criminal Background Information and Criminal History Screening Questionnaire, which will be scored under OHA's Criminal Background Check Policy. All provisions of the Criminal Background Check Policy shall apply, **except that individuals will not necessarily be denied access based upon a particular number of points.** The sole consideration will be whether granting access to the visitor **poses an immediate and serious threat to the health and safety of others.** The applications will be reviewed by OHA's Public Safety Department.

If the OHA determines at any time that a particular guest **poses an immediate and serious threat to the health and safety of others,** it reserves the right to **find that visitor ineligible for an access badge, or to make other appropriate provisions** to ensure the health and safety of residents (*for example, the visitor may be granted access only during regular business hours, while OHA management is on the premises*).

If a visitor is found to be ineligible for a visitor access badge, the visitor and the resident will be notified of the finding of ineligibility and provided with a copy of the criminal background check. **The reason for the determination of ineligibility shall be clearly articulated.** The resident may dispute the information and the decision of ineligibility under the Tenant Grievance Procedure (*see Chapter 14 of this Policy*).

3. **Guest Conduct:** Although residents may be granted a reasonable accommodation allowing unescorted guests, **they will remain strictly responsible for the conduct of all guests and visitors,** without respect to whether the resident knew or should have known that the guest or visitor engaged in prohibited activity.

Prohibited conduct by a resident's guest may result in revocation of the visitor badge or action against the resident to enforce the lease requirements. Further, the OHA reserves the right to revoke a visitor's access badge at any time, to make additional limitations on access, and/or to take other appropriate action, if it determines that a particular guest **poses an immediate and serious threat to the health and safety of others.**

When a visitor badge is revoked or limited, or when other adverse actions are taken to enforce the lease, the resident will be notified of what action will be taken by the OHA. The reason for such action **shall be clearly articulated.** The resident may dispute the information and the decision

under the Tenant Grievance Procedure (*see Chapter 14 of this Policy*).

IV. Accessibility and Plain Language

A. Accessible Facilities and Programs

Facilities and programs used by applicants and residents shall be made accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and other public spaces will be available for use by residents with disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the OHA. Posters and housing information are displayed in locations throughout OHA offices in such a manner as to be easily readable from a wheelchair.

B. Plain Language Paperwork

Documents intended for use by applicants and residents will be presented in accessible formats for those with vision or hearing impairments and they will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible. Accessibility for the hearing impaired is provided by the TDD telephone service provider. All other requests for accommodation may be made in accordance with OHA's Reasonable Accommodation Policy.

C. Forms of Communication other than Plain Language Paperwork

At the point of initial contact, OHA staff shall ask all applicants whether they need some form of communication other than plain language paperwork. Some alternatives might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials. The OHA will pay for sign language interpreters for the hearing impaired.

D. English Language Assistance

The Omaha Housing Authority will provide readers to assist persons with literacy barriers in completing the application and certification process. The OHA has Spanish-speaking staff to assist non-English speaking families in Spanish and will consider providing translation of OHA documents into Spanish upon appropriate request by an applicant or tenant.

1. Oral Interpretation

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the OHA will generally offer,

or ensure that the family is offered through other sources, competent services free of charge to persons with Limited English Proficiency (LEP).

The OHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the OHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other housing agencies, and will standardize documents. Where feasible and possible, the OHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the OHA. The interpreter may be a family member or friend.

2. Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

The OHA will provide written translations of vital documents (when the native language is known to OHA) for each eligible LEP language group that constitutes 1,000 persons, or 5 percent of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the OHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of charge.

3. Implementation Plan

In order to determine the level of access needed by LEP persons, the OHA will balance the following four factors:

- The number or proportion of LEP person eligible to be served or likely to be encountered by the Public Housing program;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity or service provided by the program to people's lives;

- The resources available to the OHA and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burden on the OHA.

After completing the four-factor analysis and deciding what language assistance services are appropriate, the OHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

In order to determine whether it is necessary to develop a written implementation plan, OHA will communicate with entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants.

If the OHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the OHA's Public Housing program and services.

If the OHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken:

- Identify LEP individuals who need language assistance;
- Identify language assistance measures;
- Train staff;
- Provide notice to LEP persons; and
- Monitor and update the LEP plan.

V. Public Housing Assessment System (PHAS) Objectives [24 CFR 901 & 902]

The OHA is continuously assessing its program and consistently strives to make improvements. The OHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The OHA intends to manage diligently its current program operations and make efforts continuously to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

VI. Family Outreach

The OHA will, on a regular basis, publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families. The OHA will communicate the status of housing availability to other service

providers in the community. The OHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

When the Public Housing Waiting List is open, the OHA will periodically publicize the availability and nature of housing assistance for very low income and low income families in newspapers of general circulation, including local minority publications and other suitable means.

VII. Privacy Rights

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The OHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the designated staff person.

The OHA's practices and procedures are designed to safeguard the privacy of applicants and tenants. **Files will never be left unattended or placed in common areas.** OHA staff shall not discuss or access family information contained in files unless there is a business reason to do so. Staff members will be required to disclose whether they have relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

VIII. Posting of Required Information

The OHA will maintain a bulletin board in a conspicuous area of the **all Offices** that will contain:

- Statement of policies and procedures governing the Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available
- A notice stating where the OHA 5-year Plan and OHA Annual Plan are available
- Information for applicants, including income limits for admission.
- Directory of the OHA's housing sites including names, address of offices and office hours at each facility.
- Current schedule of routine maintenance charges

- A copy of the lease
- The OHA Tenant Grievance Procedures
- A Fair Housing poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Schedule of Utility Allowances (if applicable)

IX. Frequently-Used Terminology

The **Omaha Housing Authority** is referred to as the "OHA" or "Housing Authority" or "the Authority" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant," and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the OHA as the landlord.

"Landlord" refers to the OHA.

"Disability" and "handicap" are used interchangeably.

See Glossary for additional terminology.

Chapter Two

CHAPTER 2: DETERMINATION OF ELIGIBILITY FOR ADMISSION

I. Introduction:

This chapter defines criteria for admission and denial of admission to the Omaha Housing Authority's Public Housing Program. These criteria are adopted in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines and regulations. The policy of the Omaha Housing Authority (OHA) is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. OHA staff will review all information carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information (if needed) and to receive an explanation of the basis for any decision made by OHA pertaining to their eligibility.

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or any other legally protected group, and shall not violate an individual's right to privacy.

A. Persons with Limited English Proficiency (LEP)

For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the OHA. Federal law and regulations require OHA to take reasonable steps to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities. Chapter 1 provides a full discussion of OHA's policies related to ensuring access to people with LEP.

B. Elderly and Disabled Persons

The OHA is required to take reasonable steps to ensure that the application process is accessible to those people who may have difficulty complying with the standard OHA application process. This could include persons with disabilities or certain elderly individuals. The OHA will provide reasonable accommodation to meet the needs of individuals with disabilities. If the application-taking facility and the application process are not fully accessible, OHA will provide an alternate approach that provides full access to the application process. Chapter 1 provides a full discussion of OHA's policies and procedures for providing reasonable accommodations to people with disabilities.

II. Definitions

- A. Family:** A family may be a **single person** or a **group of persons** regularly living together, related by blood, marriage, adoption, guardianship or operation of law **or** who are not so related, but share income and resources and intend to live together in OHA housing.¹

A family may include other persons, including foster children, live-in aides, and/or members temporarily absent (including children temporarily assigned to foster care) if they are living or will live regularly with the household.

- B. Head of Household:** The adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State and local law.
- C. Spouse of Head:** The husband or wife of the head of household. It includes the partner in a common-law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.
- D. Co-Head:** An individual in the household who is equally responsible for the lease with the Head of Household. A household may have **either** a co-head or a spouse, but not both. A co-head never qualifies as a dependant.
- E. Live-In Aide:** A family may include a live-in aide, provided that such person is: determined by OHA to be essential to the care and wellbeing of an elderly person, near-elderly person or person with disabilities; is not obligated for the support of the person(s), and; would not be living in the unit except to provide care for the person.

A live-in aide is not considered to be an *assisted* family member, and has no rights and/or benefits under the program. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits. Live-in aides are not subject to “Non-Citizens Rule” requirements. Live-in aides do not have any rights under the lease and may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

a live-in aide may only reside in the unit with the approval of OHA. Written verification of necessity will be required from a reliable, knowledgeable professional, such as a doctor, social worker or caseworker. The verification

¹ For more a more detailed definition of family and examples of family relationships, please see 24 C.F.R. §5.403.

provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled. Verification of the need for a live-in aide must include the hours and care provided.

A specific live-in aide may only reside in the unit with the approval of OHA. The OHA **shall make the live-in aide subject to the agency's normal screening criteria.** OHA may disapprove an aide based on the criteria described in this chapter (with the exception of the income requirements).

The OHA will require the live-in aide to execute a lease rider, agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, OHA may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or his/her family participates in drug-related or other criminal activity, OHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to a grievance hearing under the Tenant Grievance Procedure.

III. Preliminary Eligibility and Prescreening Criteria

In order to be preliminarily eligible for the Public Housing Program, an applicant must meet certain threshold requirements. These criteria will be evaluated at the time of the application (prior to being placed on the waiting list). An applicant is preliminarily eligible if he or she meets the following criteria:

- A. Family:** The applicant/household must qualify as a family, as defined in this chapter;
- B. Citizen and/or Eligible Non-Citizen:** The applicant must head a household in which at least one member is a citizen or eligible non-citizen;
- C. Income Requirements:** The applicant/household must have an annual income that does not exceed the low income limit for occupancy established by HUD and posted in OHA offices²;
- D. Social Security Number:** The applicant must provide a Social Security Number for all family members age 6 or older, or must provide written certification that the family member does not have a Social Security Number;
- E. Previous Outstanding Debt to a PHA:** The applicant/household must not owe uncollected rent or miscellaneous charges for any program administered by the OHA or any other federal or state housing assistance program;

² In order to provide an increased sense of security for public housing residents, OHA may allow public housing units to be occupied by police officers. Police officers shall not be required to be income-eligible to qualify for admission to OHA's public housing program.

Previous outstanding debts to OHA or any public housing agency resulting from a previous tenancy in public housing or participation in a Housing Choice Voucher (Section 8) program must be paid in full prior to eligibility. No payment agreement will be accepted.

Either spouse is responsible for the entire debt incurred as a previous tenant. Children of the head-of-household or spouse will not be held responsible for the previous debt of the parent(s).

F. Past Evictions: The applicant/household must not have been evicted from and OHA Public Housing unit within the past:

- Three (3) years, if eviction was for **criminal activity**;
- Two (2) years, if eviction was for **nonpayment of rent** and/or other **non-criminal lease violations**.

G. Past Finding of Ineligibility or Past Withdrawal: The applicant/household must not have applied and been determined ineligible for housing assistance through OHA within the past twelve (12) months; and must not have been withdrawn from the waiting list within the past twelve (12) months. A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director.

Also during the prescreening period, Priority Status and Preference Points will be verified and assessed, so that each applicant household may be placed in appropriate order on OHA's waiting list. A complete description of OHA's Priority and Preference Point System, including verification requirements and procedures, may be found in OHA's *Admissions and Continued Occupancy Plan*, Chapter 4, Sections IV-VI.

If an applicant household is determined to be preliminarily eligible, the applicant household shall receive a **notice of preliminary eligibility** listing the developments to which they have applied, the size and type of apartment for which they qualify, any approved priority status or preferences, and an estimated wait time. The notice shall inform applicants that they are responsible for notifying OHA in writing of any change to their household, including any approved priority status or change of address. The notice shall further state that all information will be verified as part of the final eligibility determination.

IV. Final Determination of Eligibility

In order to be determined eligible, the applicant, and other members of the applicant's household must demonstrate through verified information of past and present conduct, the ability, either alone or with a reasonable accommodation (if the applicant or household member is disabled) to meet the resident selection criteria found in this policy, and to comply with the terms of OHA's lease and any other rules governing tenancy. In determining final eligibility, the OHA will, in all

cases, consider mitigating circumstances and/or any request for a reasonable accommodation due to disability.

Information to be considered in completing the final applicant screening shall be reasonably related to assessing the conduct of the applicant and other household members listed on the application. Many of these requirements are incorporated into OHA's *Criminal Background Check Procedure*, and are described more fully therein. A copy of this policy is available at OHA's intake office.

The OHA shall reject an applicant if it finds any of the following conditions are present and there is reason to believe the future behavior of the applicant or household members will exhibit the same behavior, unless there are acceptable mitigating circumstances as described in Section V, above. The history of the applicant household's conduct must demonstrate that the applicant household can reasonably be **expected not to**:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises or adversely affect the health, safety, welfare or security of other residents, guests, OHA staff and agents, neighbors or others within the immediate vicinity of the premises;
- Violate the civil rights of any person while on or off OHA property;
- Cause damage to the property of OHA or others;
- Fail to pay rent and other charges in full and on time;
- Require services from OHA staff that would alter the fundamental nature of OHA's program;
- Illegally use, possess or distribute a controlled substance, or engage in any other drug-related activity;
- Engage in gang-related activity;
- Engage in any criminal activity or alcohol abuse that threatens the health, safety, welfare, security or right to peaceful enjoyment of the premises by other residents, OHA staff and agents, neighbors or others in the immediate vicinity of the premises (*this includes cases where OHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse³*); or
- Fail to comply with necessary and reasonable rules and program requirements of HUD and the OHA, or local safety and health codes.

³ OHA will consider the use of controlled substance or alcohol to be a **pattern of abuse that threatens the health, safety and welfare of others** if there are six (6) or more incidents of disturbances involving the applicant's or household member's use of drugs and/or alcohol during the past thirty-six (36) months.

In addition, OHA is required to and **SHALL PERMANENTLY AND WITHOUT EXCEPTION** deny assistance to an applicant and/or household if the applicant or any adult member of the household:

- Has EVER been convicted of the **manufacture of methamphetamine** on the premises of any federally-assisted housing project;
- Is subject to a **lifetime sex offender registry** requirement.

In order to deny assistance to an applicant, OHA must determine that a “preponderance of evidence⁴” indicates that the applicant has engaged in prohibited conduct or unfavorable practices, or is likely to engage in prohibited conduct or unfavorable practices in the future.

Evidence may be obtained from the sources listed in Section VI, below, or from any other credible source. The OHA may pursue fact-finding efforts as needed in order to obtain credible evidence.

V. Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant’s record of unsuitable rental history or behavior, which, when verified, would indicate both:

- That the reason for the unsuitable rental history and/or behavior is no longer in effect or is under control; and
- That the applicant’s prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature and extent of the applicant’s conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into OHA’s screening assessment of the applicant, the mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, OHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance OHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

⁴ “Preponderance of Evidence” means evidence which is of greater weight or is more convincing than the evidence which is offered in opposition to it; that is, evidence which, as a whole, shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act occurred.

Examples of Mitigating Circumstances:

- Evidence of successful rehabilitation (see OHA's *Criminal Background Check Procedure* for situations in which rehabilitation is considered);
- Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service (as approved by OHA);
- Evidence of successful and sustained modification of previous disqualifying behavior;

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. OHA will consider such circumstances in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all screening requirements.

VI. General Verification Requirements and Procedures

A. What Must Be Verified

All information concerning an applicant's household's composition, income, priority status, preferences, requests for good cause or reasonable accommodation (such as the need for special apartment features) and the ability to reside in public housing under OHA's lease must be verified and documented. Preliminary Screening and verification of priorities and/or preferences shall be completed prior to the applicant/household being placed on the waiting list. Final Eligibility Screening shall be completed when the applicant/household reaches the top of the waiting list.

B. Documentation

All documents related to verification shall be maintained by OHA in the applicant's/household's file folder. Documentation used as part of the verification process may include (but shall not be limited to):

- Copies of documents that will be retained in the applicant's/household's file folder, where the original is not otherwise required by law or regulation.
- Checklists completed as part of the interview process and signed by the applicant and/or OHA staff.

- Verification forms completed and signed by third parties and/or the applicant.
- Reports of all interviews, telephone conversations or personal contact with or regarding the applicant household including date of the conversation, source of the information, name and position of the individual contacted, name and position of the OHA staff member receiving the information and a written summary of the information received.
- All correspondence received for or on behalf of the applicant.
- Applicant background checks, tenancy history reports and similar information.

The OHA will accept verification of screening information in the following order of preference:

- **Written Third-Party Verification:** Written verification by a third party is the most acceptable form of verification.
- **Oral Third-Party Verification:** Staff-documented verification from a third party by telephone will be accepted where written verification is impractical or the third party is unresponsive to OHA's written requests within ten (10) business days of mailing. Staff shall utilize the same form that would have been mailed to the third party. All the information required by the written verification form should be requested during the telephone contact. OHA staff will complete the form on the basis of such information. The contact person, date and time of the conversation will be noted and the OHA staff person who made the telephone call will sign the form.
- **Verification by Applicant-Supplied Documents:** OHA will review documents submitted by the applicant household when: (a) the information requested does not require third-party verification (for example, rent receipts, cancelled checks for rental payments, lease agreements and monthly utility bills) or (b) third-party written, fax or telephone verification is impossible. OHA may copy documents into the applicant's file. Applicant-supplied documents must be dated within sixty (60) days of receipt by OHA.
- **Verification by Applicant Certification:** The OHA *may* choose to accept an affidavit from an applicant regarding housing and employment history *only* when verification by the methods described above (written third-party, oral third-party, applicant-supplied documents) is impossible to obtain.

C. General Procedures Applicable to Screening Information:

Each applicant folder will include a checklist documenting verification efforts and tracking progress. The checklist will record the forms sent, date sent, and the date the information is received by the OHA by mail, telephone or fax. Upon receipt of all requested verifications, the OHA staff person will sign the checklist and certify as to the completeness of the file.

Each OHA verification form sent to a third party will include the following: (a) an explanation of why the information is being requested; and (b) authorization from the applicant to release the information (on OHA's general release form, criminal history release form, income verification form or similar document).

OHA will send third-party verifications directly to the third party, not through the applicant. The third-party verifications shall include a self-addressed stamped envelope for return to OHA. Verification may also be faxed to a third party with a request for a return fax to the OHA. OHA's fax transmission to the third party shall be confirmed by printed receipt at the time of transmission or verified by telephone. Annotation or copy of the receipt shall be kept in the applicant's file.

Information Subject to Change:

Verifications are valid for ninety (90) days from the date received by the OHA. Information may be updated by telephone or fax for an additional thirty (30) days. After one hundred and twenty (120) days, the applicant must obtain new verification documentation.

Information Not Subject to Change:

OHA will verify this information (e.g. verification of age or place of birth) only once during the screening process.

D. Misrepresentation or Falsification of Information

An applicant's knowing falsification, misrepresentation or concealment of information will be considered grounds for denying admission to OHA housing.

In the event that OHA staff determines that false and/or inaccurate information was or may have been submitted intentionally, this information may be used to disqualify the applicant. However, unintentional errors, or errors that do not secure an advantage with regard to eligibility for admission, priority status and/or preferences, or amount of rent, will not be used as a basis for applicant rejection.

E. Confidentiality of Records

The contents of an applicant's file at the OHA are confidential and will not be misused, or the information therein improperly disseminated. OHA will not share the contents of an applicant's file with persons not authorized to view that file.

The OHA will ensure that any criminal record information received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. While needed for screening purposes, all criminal history reports (criminal records) will be maintained in a locked file, with access restricted to those individuals responsible for such screening. OHA will document in the family's file that the family was denied admission (or tenancy terminated) due to findings in the criminal history report.

VII. Specific Verification Requirements and Procedures

A. Verification of Household Composition: The following information must be obtained for all household members as applicable. This information will be requested verified during the prescreening period.

1. **Photo Identification** for the head of household and co-head of household (one of the following forms of photo identification only):
 - Driver's license
 - State-issued picture identification
 - Passport
 - Student or Employer identification
 - Other photo identification acceptable to the OHA
2. **Proof of Birth** for all household members (one of the following proof-of-birth documents, which are listed in order of preference, highest to lowest):
 - Original copies of birth certificates
 - Passport
 - Original baptismal record
 - Original INS documents for eligible non-citizens
 - Other records deemed acceptable to the OHA
3. **Proof of Relationships** for minor children or adults in guardianship situations. The following types of documents will be accepted.
 - Original copies of birth certificates
 - Court records of adoption

- Court records of guardianship
- Other written and sworn documentation under pains and penalty of perjury, such as a written designation from the minor child's parent. Such documents shall be accepted at the discretion of OHA.

4. Social Security Numbers for all family members age six (6) and older, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program. The following types of documentation will be accepted:

- Original copy of a Social Security Card
- A written statement from the Social Security Administration documenting the Social Security Number assigned to the applicant or household member.

Failure to furnish verification of Social Security Number is grounds for denial of admission or termination of tenancy.

If a member does not have a Social Security Number, he or she must provide either:

- A written statement from the Social Security Administration documenting the unavailability/non-assignment of a Social Security Number for that applicant or household member;
- Signed certification from the applicant or household member, stating that he/she does not have a Social Security Number. The certification shall be signed and dated, and shall state that the individual will disclose the Social Security Number if he/she obtains one at a later date.

5. Verification of Status as Full-Time Student (for household members over 18 years of age)

Statement on the letterhead of an accredited educational institution, stating that the applicant household member is enrolled as a full-time student at that institution.

6. Status as an Elderly Household

Proof of birth (see above) of Head and/or Co-Head of Household, indicating an age of at least sixty-two (62) years.

7. Status as a Disabled Person and/or Household

- a. In general, the OHA shall not inquire as to the existence or nature of a disability, or ask for information related to a disability or the medical

history of residents, applicants or their household members. However, when a resident, applicant or household member requests a reasonable accommodation or reasonable structural modification on account of disability, the OHA may require documentation as to the disability and needs to be served by an accommodation and/or modification. OHA does not have the right to request information of a medically confidential nature (such as medical records). A resident, applicant or household member may choose not to disclose the fact of a disability and request an accommodation or modification; however, in this case, the OHA is not obligated to provide any such accommodation or modification.

- b. If the Head or Co-Head of the Household is claiming status as a disabled person, in order to qualify as a disabled household for purposes of preference status or other reasons, proof that the individual is a disabled person must be obtained. In addition, certain benefits may accrue to a household with a disabled person, such as the need to move into a specially adapted apartment. Verification of the status of the household member as a disabled person must also be obtained in this case.
- c. For the purposes of determining whether or not the disabled applicant requires a particular location or an apartment with special features, OHA staff may inquire as to the effect of the disability on the applicant or household member.
- d. The following documentation will be accepted for the purposes of verifying the status of a household member as a disabled person.
 - The household member's sole source of income is SSI benefits, SSDI benefits, or disability retirement income (see income verification, below);
 - A certification from a qualified health care provider verifying that the household member meets the criteria of a disabled person for OHA's housing programs.

8. Citizenship or Eligible Immigration Status

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the categories specified in 42 U.S.C. §1436(a).

For the citizenship or eligible immigration requirement, the status of each family member is evaluated individually before the family's status is defined. OHA will verify the citizenship or eligible non-citizen status of at

least one household member prior to a determination of eligibility. The OHA may verify citizenship or eligible non-citizen status of other household members (other than those who elect not to contend) after the determination of eligibility, but no later than the date of the household's first or next annual re-examination.

- **Mixed families:** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include both eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their income-based assistance will be pro-rated and that they may request a hearing if they contest the determination. If a family member chooses flat rent, the flat rent will not be prorated if the flat rent is greater than the public housing maximum rent. If the public housing maximum rent is greater than the flat rent, and the family chooses the flat rent, the flat rent will be prorated.
- **No eligible members:** Applicant families that include no eligible members are not eligible for assistance. Such families will be denied admission and offered the opportunity for a hearing.
- **Non-citizen students:** as defined by HUD are not eligible for assistance.

Evidence of citizenship or eligible immigration status: Each family member, regardless of age, must submit evidence to OHA as defined by HUD in 24 CFR §5.508. OHA shall retain photocopies of the documents for its own records and return the original documents to the family

a. If the family member is a U.S. citizen:

Verification must include a signed declaration of U.S. citizenship⁵. (*This declaration has been incorporated into OHA's application for housing assistance*).

b. If the family member is a non-citizen who is age 62 or older:

Verification must include a declaration of eligible immigration status (*this declaration has been incorporated into OHA's application for housing assistance*), and a "proof of birth" document to indicate age (see above).

⁵ Declaration of U.S. Citizenship and/or Eligible Immigration Status: Each family member who contends that he/she is a U.S. Citizen or a noncitizen with eligible immigration status must submit a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. Citizen or noncitizen with eligible immigration status. For each adult, the declaration must be signed by the adult. For each child, the declaration must be signed by an adult household member who is responsible for the child. **This declaration is incorporated into OHA's application for housing assistance.** See 24 C.F.R. §5.508(c).

c. If the family member chooses not to contend that he/she is a citizen or has eligible non-citizen status:

Verification must include a completed form electing not to contend such status

d. If the family member is a non-citizen who does not fall into one of the categories above:

Verification must include a signed declaration of eligible immigration status (*this declaration has been incorporated into OHA's application for housing assistance*), a signed verification consent form⁶ **and** the **original** of a document designated by the U.S. Immigration and Naturalization Service ("INS") as acceptable evidence of immigration status in one of the categories listed in 42 U.S.C. §1436a(a)

The OHA will not delay, deny, reduce or terminate assistance to an applicant or resident on the basis of ineligible non-citizen status of a household member if:

- The primary and secondary verification of any immigration documents that were submitted in a timely manner has not been completed;
- The household member for whom required evidence has not been submitted has moved from the assisted apartment;
- The household member who is determined not to be in an eligible non-citizen status following INS verification has moved from the assisted apartment;
- The INS appeals process has not been concluded;
- For residents, following notification of the INS decision on appeal, or in lieu of a request of appeal to the INS, an informal OHA hearing has been requested by the household and said hearing process has not been completed (under the regulations, the OHA may delay but not deny assistance to an Applicant during the pendency of the informal hearing process);
- Assistance is prorated in accordance with the applicable Federal requirement; or

⁶ Verification Consent Form: Each noncitizen who declares eligible immigration status (except certain non-citizens who are 62 years of age or older) must sign a form providing that evidence of eligible immigration status may be released by the responsible entity (without responsibility for further use or transmission of the evidence by the entity) to HUD and the INS. See 24 C.F.R. §5.508(d).

- Assistance for a mixed household is continued in accordance with applicable Federal requirements; or
- Deferral of termination of assistance is granted.

Preservation of Assistance

Prorated assistance is available for a mixed household that qualifies other than a household who requests and receives temporary deferral of termination assistance. Proration is calculated in accordance with federal requirements.

Temporary deferral of termination of assistance may be granted to a mixed household that qualifies for prorated assistance but decides not to accept prorated assistance. The OHA will notify a resident household in writing at least sixty (60) calendar days prior to the expiration of a deferral period if termination will no longer be deferred.

An applicant for refugee or asylum status may receive a temporary deferral of termination of assistance pending a determination of status.

B. Verification of Income, Assets, Income Deductions and Income Exclusions:

Verification must be provided for all income, assets, income deductions and income exclusions pertaining to an applicant household as outlined in this procedure. These items are verified for purposes of determination of income eligibility (during the prescreening period) and determination of monthly rent.

The monthly rent is determined by adding together gross income from all sources for all household members, including income from assets, and reducing that income by allowable deductions and income exclusions, in accordance with federal laws and regulations. Residents have the choice of paying either income-based rent or flat rent. A complete description of OHA's procedures for determining monthly rent (total tenant payment), may be found in OHA's *Admissions and Continued Occupancy Plan*, Chapter 6.

In the event that the information used to calculate rent is more than ninety (90) days old at the time of signing the lease, the information shall be updated and re-verified and the rent recalculated by the housing manager.

Projections of annual income shall be based on the best available information, with due consideration to the past year's income of all household members, current income rate and effective date; and shall include projections for each income recipient in the household.

In order to ensure that all sources of income, assets, deductions and exclusions are considered in calculating annual income, OHA staff shall interview all applicants during the screening process.

In addition, in the case that the documentation provided by the applicant is not complete or is otherwise doubtful, the OHA may require that the household member sign a release, allowing the OHA to obtain the information directly from the third party.

1. Income from Employment

Verification must include EITHER:

- A statement from the employer stating the gross wages of the employee, including history or anticipated amounts of overtime or bonus to be earned by the employee, OR;
- Pay stubs showing gross income for each pay period and all deductions taken for four consecutive weeks;

The income of workers employed on an irregular basis will be estimated based on the verification of the best information available, with due consideration to earning ability and work history.

2. Income from Governmental Agencies

A statement from the appropriate agency (Social Security Administration, Douglas County General Assistance, etc), stating the amount of annual or monthly income provided, including gross amount and any deductions taken.

3. Income from Retirement Accounts

A statement from the source, stating the amount of annual or monthly income provided, including the gross amount and any deductions taken.

4. Income from the Operation of a Business or Profession

Verification must include BOTH:

- Most recent audited financial statement of income and loss; AND
- Most recent tax return showing income and loss from the operation of a business and/or profession.

5. Zero Income

When an adult applicant household member reports zero income, the OHA will require the applicant household to complete a budget or statement of financial responsibility. An investigation shall include the information on the applicant background check and tenancy history reports that are ordered on the applicant household members. If the applicant household member owns a motor vehicle, a telephone, or has other evidence of some form of expenditures reflecting income, the applicant household will be asked to explain the source of funds supporting such cash expenditures.

In addition, the applicant household member will be required to sign releases allowing the OHA to obtain verification of no-income from sources such as the Internal Revenue Service, Social Security Administration, Veterans Affairs, etc.

6. Child Support, Alimony, Regular Gifts and Gambling Proceeds

Verification must include:

- A statement from the individual, business or agency providing the income and the frequency and amount of income provided; and/or
- (In the case of child support) Signed release for allowing the OHA to obtain information from the State Division of Child Support.

7. Income from Assets

Income from assets shall be based on either the actual income received or imputed income based upon current passbook savings rates in accordance with federal and state regulations, as applicable. For instance, actual interest received shall be used for interest bearing bank accounts, money market funds, rented property, etc. Imputed income will be used for real property which is not rented, jewelry, coin collections, works of art, and other non-income bearing assets. If the value of the asset is more than \$5,000, the higher of the imputed income or actual income received will be used.

Common household items such as furniture, clothing and vehicles used for day-to-day transportation shall not be considered assets for the purposes of calculating income.

Types of verification which will be accepted for the purposes of determining value and income received from an asset include:

- Three most recent statements for statement accounts, including bank accounts, money market funds, mutual funds or other assets for which regular statements are issued;
- Original passbook for passbook savings accounts;
- Most recent (no older than one year) appraised value of real property owned, provided it is reflective of fair market value, in the form of a property tax bill or appraisal from a real estate appraiser; and
- Appraised valuations of any non-essential personal assets such as jewelry, coin collections, antiques or classic cars.

8. Verification of Childcare Expenses, or Care of Disabled Household Member Deductions

Appropriate verification shall be a statement from the provider of childcare or care of disabled person (who is a household member), showing the amount of payment made on a periodic basis by the applicant household.

9. Verification of Medical Deductions

Applicants wishing to deduct medical expenses must submit evidence of medical expenses for all household members paid within the past twelve (12) months. Acceptable verification of such expenses shall include:

- Statements of the cost of medical insurance and the frequency of cost from the provider or in the form of deductions indicated on pay stubs or Social Security statements accompanied by proof of payment;
- Receipts for payment of prescriptions and other health care needs. Non-prescription health care needs must be documented by both receipts, and a statement from a qualified health care provider indicating the need for such items (including non-prescription medications, wheelchairs or other disability-related aids, etc.);
- Signed printout of prescription costs from a pharmacy accompanied by proof of payment;
- Medical or dental bills for a household member paid by a household member, accompanied by proof of payment;
- Un-reimbursed reasonable attendant care and auxiliary apparatus expenses.

10. Verification of Income Exclusions

Various sources of income are excluded by the OHA in accordance with federal regulations. A list of currently allowable income exclusions will be given to the applicant at the beginning of the final screening process in preparation for the determination of rent. In each case where the

applicant claims that income should be excluded, a determination must be made as to whether or not the information provided needs to be verified. For instance, if an Applicant acknowledges receipt of a one-time gift of cash, that income does not need to be verified prior to its exclusion. On the other hand, if the Applicant claims to have a welfare to work income exclusion, that exclusion must be verified with the appropriate agencies.

C. Verification of Ability to Live in Accordance with the OHA Lease, Rules and Policies

During the screening process an applicant shall be required to verify that all household members are capable of living in compliance with the OHA lease, rules and policies. A number of verification sources will be used to determine this, as listed below. Applicants must provide to the OHA all required information, including the last three years of housing history. Many questions on this topic are asked on OHA's Application for Housing Assistance, and must be answered fully and completely. Refusal to answer questions or inability to respond to requests for information may lead to a determination of ineligibility or withdrawal of an application for applicant's failure to respond. Evaluation of such ability shall be completed as part of the Final Screening process.

1. Applicant Rent Payment History

The following sources may be used to verify whether or not the applicant is likely to pay rent in a timely manner:

- Landlord references or Tenant Data report (preferred method);
- Bank references in the case of homeowners paying mortgages;
- Tax and utility payment records in the case of a homeowner not paying a mortgage;
- Credit Bureau reports;
- Other records of payment histories, in the case of an applicant who has neither rented before as a tenant of record nor owned a home, including records of payment on credit cards or other independently verifiable regular or periodic payments.

Based upon these verifications, OHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past two years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

OHA will use a balancing test that will consider:

- The amount of former rent;
- Loss of employment;
- Death or divorce from primary support;
- Illness or other circumstances beyond the applicant's control

Consideration of the above-listed circumstances does not guarantee that the applicant will qualify for admission.

2. Applicant History of Care of Property

The following sources may be used to verify whether or not the applicant is likely to fulfill obligations to care for the property:

- Landlord references or Tenant Data report (preferred method);
- Statement from a qualified health care provider, other social services worker or other independent individual who has been in the home of the applicant and who has knowledge of the applicant's care of property within his/her care;
- Neighbor references, in the case of an applicant who is or was not a tenant of record and for whom a landlord reference cannot be obtained;
- Statement from a shelter worker, a worker in residential care settings, or a worker from other alternative housing institutions who has knowledge of the applicant's care of property within his/her care.

Home Visits

The OHA may conduct a home visit at the current residence of applicants or adult household members to determine the applicant's (or adult household member's) ability to care for property in accordance with OHA's lease and rules. Applicants shall have at least forty-eight (48) hours advance written notice of any home visit. Home visits may be conducted by OHA if any of the following conditions exist:

- The applicant or household member has had at least one (1) negative housekeeping reference from the present or prior landlord or housing provider (including residential programs and shelters); or
- Information is contained in a reference or verification form that demonstrates a marked difference among references of the applicant or household member with respect to housekeeping; or
- The applicant or household member is unable to provide documentation from an independent source to support a positive assessment of housekeeping; or
- There is evidence of poor personal hygiene habits, as observed by OHA staff during a personal interview or other visit to the OHA office

and/or during a home visit, such as would affect the livability of an OHA apartment occupied by the applicant household, a neighbor's apartment, or other premises, or such as not to be conducive to decent safe and sanitary conditions as required by the OHA lease.

Observations taken during home visits shall include, but are not limited to:

- Conditions in the living room, kitchen, bathroom, bedrooms and other spaces in the unit;
- Conditions in the entryways, stairways, halls and yard (if under the control of the applicant/household member);
- Cleanliness in each room, for example, dirt, grease, grime or infestation;
- Clutter that might create a health or safety problem;
- General care of furniture, appliances, fixtures, windows, doors and cabinets;
- Evidence of destruction of property;
- Evidence of criminal activity, for example, presence of drugs, drug paraphernalia and/or dangerous weapons; or
- Conditions inconsistent with application information, for example, evidence of unauthorized occupants.

3. Applicant History of Not Disturbing Neighbors or Otherwise Violating Lease Conditions

The following sources may be used to verify whether or not the applicant has a history of disturbing neighbors or otherwise violating lease conditions:

- Landlord references or Tenant Data report (preferred method);
- Neighbor references, in the case of an applicant who is or was not a tenant of record and a landlord reference cannot be obtained;
- Statement from shelter workers, workers in residential care settings or workers from other alternative housing institutions who can testify to the applicant's record of living in such a way as not to interfere with the peaceful enjoyment of neighbors;
- Other references from independent individuals or agencies that can testify to the applicant's record of living in such a way as not to interfere with the peaceful enjoyment of neighbors.

4. Criminal History

Each adult applicant or adult household member 18 years of age or older is required to sign a release to allow the OHA to obtain criminal offender record information.

An applicant's or household member's criminal history will be evaluated under OHA's Criminal Background Check Policy, a copy of which is available at OHA's Intake office.

Before the OHA denies an applicant based upon a criminal history report, the applicant will be provided with a copy of the criminal record, and an opportunity to dispute the record in an informal hearing (see Section VIII, below).

VIII. Procedures Following Determination of Ineligibility

After conducting its final screening as described above, the OHA will make a reasoned determination concerning the eligibility of the applicant household to receive housing assistance. If an applicant or household member is deemed to be ineligible, OHA must follow certain steps prior to the denial of assistance. These include providing the applicant or household with proper notice of ineligibility and the opportunity for an informal hearing.

A. Notice of Ineligibility (or other Adverse Decision)

All applicants who are determined ineligible for admission, (or issued a notice of withdrawal, denied priority status or preference(s) or denied reasonable accommodation) by the OHA will be sent a notice that:

1. Informs the applicant of the reason(s) for ineligibility, withdrawal, denial of priority status or preference(s), or denial of reasonable accommodation;
2. Advises the applicant of his/her right to contest the decision in an informal hearing provided a request for a hearing is received within 10 business days of the date the notice of adverse action is issued. Such request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice;
3. Advises the applicant of his/her right to contest Criminal Background Check information in accordance with Federal and/or State law if that is the basis for determination of ineligibility;
4. Provides a description of OHA's informal hearing process and advises applicants that they have the right to be represented by an attorney or other individual at the informal hearing, review the contents of their file in advance of the hearing, the right to submit additional documents and evidence and to testify at the hearing, the right to request reconsideration.
5. **In the case of a notice of ineligibility or withdrawal only**, the notice advises the applicant that he/she may submit a new application for

admission at a time when a waiting list is open, but **no earlier than twelve-months** from the date the decision of ineligibility is confirmed. *This does not guarantee that the resident will be found eligible at the time of his/her next application, only that he/she has the right to submit a new application in twelve (12) months.*

B. Informal Hearings - Overview

Upon receipt of the applicant's written request, OHA staff shall schedule an informal hearing. The hearing shall be scheduled within ten (10) business days of the receipt of the applicant's request for an informal hearing, unless the applicant requests it to be postponed as a reasonable accommodation or for good cause.

A letter shall be sent by the OHA to the applicant's address of record listing the date, time and place of the hearing. The notice shall also restate the applicant's rights to present evidence and testify, review their file, request a reasonable accommodation or interpreter and be represented by an attorney or other individual at the hearing (at the applicant's cost). The hearing shall be held at a convenient time and at an accessible location for the applicant and the OHA. If an applicant requests a reasonable accommodation at the time of or after requesting an informal hearing, the decision regarding the accommodation may be made by the hearing officer, pursuant to OHA policy concerning the review of reasonable accommodation requests.

During the hearing, the OHA will put forth its evidence in support of a determination of ineligibility, withdrawal, denial of priority status or preference(s), or denial of reasonable accommodation. The applicant will be afforded an opportunity to present evidence and testimony rebutting the basis for the OHA's determination.

C. Due Process Requirements for Informal Hearings

The informal hearing will conform to the following due process requirements:

1. If the applicant requests, the OHA employee who made the decision (if still an OHA employee) must be present to provide available facts, and to be questioned. *Additionally, the hearing officer may, at his/her discretion, request that the OHA employee who made the decision attend the hearing and be questioned.*
2. An employee of the OHA who did not participate in the original decision must conduct the hearing.
3. The decision must be based solely on evidence presented at the hearing as well as any evidence previously received by the OHA. All evidence submitted at the hearing shall be considered.

4. The applicant and/or his/her representative has a right to inspect the file prior to the hearing, provided the applicant provides OHA written authorization permitting the representative to have access to the contents of the applicant's file.
5. Either the applicant or the OHA may request – after close of the hearing – that the record remain open for submission of new or rebuttal evidence. The Hearing Officer shall designate a date by which the record shall be closed and may extend it for good cause. If OHA wishes to submit additional evidence not submitted at the hearing, it shall give written notice to the applicant with an opportunity to review such evidence and a reasonable period for the applicant to respond.

D. Informal Hearing Decisions (General Requirements)

After the informal hearing, all applicants will be sent an informal hearing decision from the OHA hearing officer. This decision shall:

1. Provide a summary of the hearing;
2. Provide the decision of the hearing officer, together with findings and determination;
3. Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision;
4. Explain the rights of the applicant to seek reconsideration by a court of competent jurisdiction.
5. All informal hearing decisions shall be made within 10 (ten) business days of the close of the hearing or the record, whichever is later.

E. Procedures Following Decisions to Reverse

1. If, as a result of information presented by the applicant at the informal hearing, the hearing officer reverses OHA's decision to reject the applicant, no new application is required and the application will be returned to its appropriate place on the waiting list(s) for all developments previously selected by the applicant using the original date and time of application and applicable priority and/or preference(s).
2. If the hearing officer reverses OHA's decision to withdraw the applicant, the process described above will repeat.
3. If the decision to deny priority status and/or preference(s) or reasonable accommodation is reversed, the applicant's position on the waiting list(s) for all developments previously selected by the applicant will be restored in accordance with the determination.

F. Procedures Following Decisions to Uphold

1. If the hearing officer upholds the determination of **ineligibility**, the applicant may submit a new application for admission at a time when a waiting list is open but no earlier than **twelve (12) months** after the decision of ineligibility is confirmed. This period of time may permit the applicant and/or household member to correct the behavior or situation that resulted in rejection. A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director.
2. If the hearing officer upholds the decision to **withdraw**, but no earlier than **twelve (12) months** after the decision of withdrawal is confirmed. A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director.
3. If the hearing officer upholds the decision to **deny priority status, preference(s) or reasonable accommodation**, the applicant may re-apply for the same or a different priority or preference **at any time provided a waiting list is open**, except as provided for in this policy.

IX. Income Targeting

The OHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the OHA's jurisdiction.

Once the OHA has met the 40% targeted income requirement for new admissions of extremely low-income families, it will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income. Families whose incomes do not exceed 30% of area median income will be referred to as "extremely low-income families".

The OHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that admissions of extremely low income families to the OHA's Section 8 voucher program during a fiscal year exceeds the 75 percent minimum targeting requirement for the Section 8 Voucher Program.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

- The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

- The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the PHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Chapter Three

CHAPTER 3: GENERAL APPLICATION PROCEDURES

I. Introduction

The policy of the OHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance. The primary purpose of the intake function is to gather information about the family, but the OHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy (*see also Chapters 2 and 4*).

II. How to Apply

Families who wish to apply for any of the OHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a verified disability (*See also Chapter 1 – Section III*).

Applications will be accepted in person at OHA's Gateway Building, located at 4401 N. 21st Street in Omaha, or other designated locations to be identified by advertisement.

A. Completing the Application

The application will contain questions designed to obtain the following information (this list is not exhaustive):

- Name, date-of-birth and general information for all household members
- Identification of the Head of Household
- Social Security Numbers for all household members
- Contact information
- Information regarding income, assets and expenses
- Employment history
- Rental history
- Previous addresses
- Assisted Housing history
- Criminal history
- Special needs or needs for reasonable accommodation
- Emergency contacts
- Other information pertinent to selection and priority/preference criteria

Each applicant on the waiting list who will be selected in the near future will be sent a letter, notifying him/her of an application interview and requesting that he/she bring all documents which pertain to factors needing verification. Factors to be verified will be listed in the letter.

B. Application Interview Procedures

Applicants (and all adult household members – see below) are **required to attend** and participate in the scheduled **application interview**. The interview will be conducted by an OHA representative, and the applicant **must furnish complete and accurate information** verbally as requested by the interviewer. The OHA interviewer will complete the application interview form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

The OHA utilizes the application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete and accurate. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other OHA services or programs which may be available.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full-time student status and other factors related to eligibility and rent calculation.

All adult members, regardless of age, must sign form HUD-9886 "Release of Information," the declarations and consents related to citizenship/immigration status, and any other documents required by the OHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for withdrawal of the application for failure to provide necessary certifications and releases. (*See Chapter 4 – Section II, A & C*).

All adult family members must attend the interview, provide required information and sign required documents. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

If the head of household cannot attend the interview due to extenuating circumstances, at OHA's discretion, the spouse may be allowed to attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within five working days to review the information and to certify by signature that all of the information is complete and accurate.

C. Failure to Attend the Application Interview

It is the applicant's responsibility to reschedule the interview if s/he cannot attend the appointment. If the applicant does not reschedule or misses **one**

scheduled appointment, the OHA will withdraw the application.

If an applicant fails to appear for their interview without prior approval of the OHA, the application will be withdrawn unless he/she can provide acceptable documentation to the OHA that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices (*see Chapter 1- Section III*).

If an application is withdrawn due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (*See Chapter 4 – Section II, A & C*).

D. Failure to Provide Information

Failure to provide information as requested or to sign necessary documents will be cause for withdrawal of the application (*See Chapter 4 – Section II, A & C*).

If the OHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given **ten** working days to supply the information. If the information is not supplied in this time period, the application will be withdrawn.

II. Processing Applications

As families approach the top of the waiting list, the OHA will make final verifications in accordance with *Chapters 2 and 4* of this Policy.

Because family circumstances may have changed during the review process, and because HUD can make changes in rules or regulations that affect an applicant's eligibility, it is necessary to make final eligibility determination.

After the verification process is completed, the OHA will make a final determination of eligibility. The final eligibility determination will be based upon information provided by the family and verification of that information (*see Chapter 2*).

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

At all times following the final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten (10) days of the change. If the applicant does not report the change within the required time frame, he/she will be withdrawn from the waiting list.

Chapter Four

CHAPTER 4: TENANT SELECTION AND ASSIGNMENT PLAN

I. Waiting List Management

The OHA shall maintain separate waiting lists for its public housing developments. It is the policy of the OHA to administer its waiting lists as required by the U.S. Department of Housing and Urban Development (HUD) regulations and any approved waivers to said regulations.

Applicants will be offered the opportunity to select any property type for which they are eligible. All applications will be processed for Public Housing and/or Tax Credit Programs, depending upon the living choices selected by the resident. When an applicant is housed, his/her name will be removed from the Public Housing waiting lists. The applicant may, however, choose to remain on the Section 8 (Housing Choice Voucher) Program waiting list after being placed in Public Housing.

A. Properties: A waiting list will be maintained for each of the following properties within the OHA's Jurisdiction:

- High Rise Apartment Homes (Towers)

Benson Tower
Crown Tower (Elderly-Only)
Evans Tower (Elderly-Only)
Florence Tower
Highland Tower
Jackson Tower
Kay Jay Tower (Elderly-Only)
Park North Tower
Park South Tower
Pine Tower
Underwood Tower (Elderly-Only)

Non-Elderly Towers are one to two bedroom units for families with at least one adult family member. These include Benson, Florence, Highland, Jackson, Park North, Park South and Pine.

Elderly-Only Towers are one to two bedroom units for families with at least one head of the household who is 62 years of age or older. These include: Evans, Crown, Kay Jay and Underwood Towers.¹

- Family Developments are one to seven bedroom apartment homes for families with at least one adult family member. These include:

Southside Terrace Homes
Spencer Homes

¹ In the event that OHA cannot fill its Elderly-Only Towers, it may, at its discretion, elect to open the waiting lists to "near elderly" families, which are those with at least one head-of-household who is 50 years of age or older.

- Scattered Site Homes and Apartments are properties (including single-family homes, multiplexes and apartments) throughout the city for families who meet certain eligibility requirements. There is one common waiting list for scattered site properties. Families who are employed and qualify for either the foreclosed home priority (see Section IV(B)(1), below) or the upward mobility preference (see Section V(B), below) shall be eligible for placement on the Scattered Site waiting list, and shall be awarded additional points in accordance with Section VI(A)
- Tax-Credit Properties are for families who meet both Public Housing and Tax-Credit eligibility requirements. These include:

Chambers Court Apartments
 North Omaha Affordable Homes
 Crown I and II
 Crown Creek
 Farnam Building
 Securities Building
 Bay View Apartments

B. Opening and Closing Waiting Lists

With respect to one or more development waiting lists, the OHA may limit application intake, suspend application intake and close waiting lists, in whole or in part, except as otherwise provided in Federal or State regulations. The OHA will also update its waiting lists by removing the names of those applicants who are no longer interested, no longer qualify for housing, or cannot be reached by mail, utilizing information provided by the applicant and in accordance with procedures in this chapter. During the period when a waiting list is closed, the OHA **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

1. Closing the Waiting Lists

The OHA may restrict application intake, suspend application intake and close waiting lists in whole or in part. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the OHA to house an applicant in an appropriate unit within a reasonable period of time.

When the OHA closes the waiting list, it will publish notice in local newspapers, minority publications and/or media entities. OHA will further provide notice to local social service organizations. To reach persons with disabilities, the OHA will provide separate notice to local organizations representing the interests and needs of the disabled.

2. Notice of Opening the Waiting List

When the OHA opens the waiting list, it will advertise through public notice in local newspapers, minority publications and/or media entities. OHA will further

provide notice to local social service organizations. To reach persons with disabilities, the OHA will provide separate notice to local organizations representing the interests and needs of the disabled.

The notice will contain:

- The dates, times and locations where families may apply.
- The program(s) for which applications will be taken
- A brief description of the program.
- Limitations, if any, on who may apply.

The notice will be made in an accessible format if requested. It will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, and information on eligibility requirements.

3. Reasonable Accommodation for Applicants with Disabilities

Upon request from a person with a disability, as a reasonable accommodation, additional time not to exceed thirty (30) days may be granted for submission of an application after the waiting list close date.

II. Removal of Applications from All Waiting Lists

Applicants' names will be removed from the Waiting Lists of all properties they have selected if they:

- are housed;
- are withdrawn;
- are determined ineligible; or

In addition, an applicant may withdraw from any or all of the OHA waiting lists at any time by his or her own written request.

Applicants whose applications are removed from any waiting list (for reasons other than the applicant request or being housed) are entitled to an informal hearing in which they may appeal the removal. A request for an appeal must be made **in writing** and must be received by the OHA within 10 business days of the date of the notice removing them from the waiting list. The OHA will hold the files of applicants removed from any waiting list for seven (7) years.

A. Accepting or Rejecting the Unit Offer

Applicants must accept a unit offer within one working day after viewing the unit that was offered. Offers made over the telephone will be confirmed by letter. If the

OHA is unable to contact an applicant by telephone, it will send a letter only. If the applicant fails to respond to OHA's communications, he/she will be considered to have refused the offer.

An **applicant who refuses or rejects a unit offer will be withdrawn** from the waiting list according to the procedures described herein, unless that refusal is for a permissible reason.

Permissible Reasons to Refuse or Reject Unit Offer:

An applicant may reject a unit offer only if:

- The unit is **inappropriate for his/her disability** (i.e. based on a legitimate and properly verified request for a Reasonable Accommodation – for more information, see Chapter 1 of this Policy); or
- The applicant has other “**good cause**” to reject the offer; or
- The applicant is willing to accept the unit offered, **but is unable to take occupancy at the time** of the offer for “**good cause.**”

Examples of "good cause" reasons for the refusal of a unit offer include, but are not limited to, the following:

- The unit has serious defects that are revealed during the move-in inspection;
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing, *See 24 CFR §945.303(d)*;
- Inaccessibility to source of employment or children's day care, such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- The family demonstrates to the OHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family;
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move; or

- The unit has lead-based paint and the family includes children under the age of six.

Refusals due to the location of the unit alone ARE NOT considered to be for “good cause.”

The OHA will require documentation of “good cause” for unit refusals. The OHA shall have the discretion to determine when “good cause” exists. However, if the applicant is withdrawn from the waiting list after a denial of “good cause” status, he/she will have the right to appeal OHA’s decision in an informal hearing according to the procedures described below.

B. Withdrawal of an Application

Circumstances that will lead to withdrawal of an applicant's name from any or all waiting lists include:

1. The applicant requests **in writing** that his or her name be removed;
2. The OHA has made reasonable efforts to contact the applicant to determine continued interest or to schedule an interview but has been unsuccessful. Properly addressed correspondence mailed (or sent by other methods designated by an applicant who is a disabled person) to the latest address provided by the applicant in writing that is returned by the U.S. Postal Service shall serve as documentation of a reasonable effort to contact the applicant;
3. Failure of the applicant to keep an appointment:
 - i. If an applicant fails to keep an appointment without prior approval of the OHA, his/her name will be withdrawn from all waiting lists. A statement to this effect will appear on the forms used by OHA to advise applicants of scheduled interviews or of information required.
 - ii. The OHA will consider mitigating circumstances such as health problems or lack of transportation in determining whether the application should be withdrawn as described above. OHA will also consider a reasonable accommodation that may be necessary for applicants who are disabled persons to keep appointments or provide information. Consideration of mitigating circumstances does not relieve the applicant of the responsibility to provide the information or notify the OHA in writing.
4. The applicant has failed to supply, as requested by OHA, any information necessary for screening;
5. Failure to respond to the OHA’s annual waiting list update; or
6. The applicant has refused an appropriate offer of housing, unless that refusal was for a permissible reason.

C. Determination of Ineligibility

Applications will be determined ineligible for the following reasons (*For more complete information on Admission criteria, see also Chapter 2: Admissions*):

1. The applicant failed to pay an outstanding balance owed to the OHA or other federal or state housing assistance program;
2. The applicant failed to meet the applicant selection criteria pursuant to OHA's Admissions and Continued Occupancy Plan, HUD regulations, and/or any other pertinent federal, state or local law;
3. The applicant has been evicted from an OHA public housing unit for criminal activity within the last three (3) years.
4. The applicant has been evicted from an OHA public housing unit for nonpayment or (non-criminal) lease violations within the past two (2) years.
5. The applicant has applied and been determined ineligible for housing assistance within the past twelve (12) months; or the applicant was withdrawn from the waiting list within the past twelve (12) months. A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director
6. (When applicable and/or appropriate) the applicant failed to pay a previous utility balance resulting in a current denial of service by the utility supplier to the applicant.

D. Notice of Withdrawal or Ineligibility (or other Adverse Decision)

All applicants who are determined ineligible for admission, issued a notice of withdrawal, denied priority status or preference(s) or denied reasonable accommodation by the OHA will be sent a notice that:

1. Informs the applicant of the reason(s) for ineligibility, withdrawal, denial of priority status or preference(s), or denial of reasonable accommodation;
2. Advises the applicant of his/her right to contest the decision in an informal hearing provided a request for a hearing is received within 10 business days of the date the notice of adverse action is issued. Such request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice;
3. Advises the applicant of his/her right to contest Criminal Background Check information in accordance with Federal and/or State law if that is the basis for determination of ineligibility;
4. Provides a description of OHA's informal hearing process and advises applicants that they have the right to be represented by an attorney or other individual at the informal hearing, review the contents of their file in advance

of the hearing, the right to submit additional documents and evidence and to testify at the hearing, the right to request reconsideration.

5. **In the case of a notice of ineligibility or withdrawal only**, advises the applicant that he/she may submit a new application for admission at a time when a waiting list is open, but **no earlier than twelve-months** from the date of the ineligibility/withdrawal letter. *This does not guarantee that the resident will be found eligible at the time of his/her next application, only that he/she has the right to submit a new application in twelve (12) months.*

III. Informal Hearings for Applicants

Upon receipt of the applicant's written request, OHA staff shall schedule an informal hearing. The hearing shall be scheduled within ten (10) business days of the receipt of the applicant's request for an informal hearing, unless the applicant requests it to be postponed as a reasonable accommodation or for good cause.

A letter shall be sent by the OHA to the applicant's address of record listing the date, time and place of the hearing. The notice shall also restate the applicant's rights to present evidence and testify, review their file, request a reasonable accommodation or interpreter and be represented by an attorney or other individual at the hearing (at the applicant's cost). The hearing shall be held at a convenient time and at an accessible location for the applicant and the OHA. If an applicant requests a reasonable accommodation at the time of or after requesting an informal hearing, the decision regarding the accommodation may be made by the hearing officer, pursuant to OHA policy concerning the review of reasonable accommodation requests.

During the hearing, the OHA will put forth its evidence in support of a determination of ineligibility, withdrawal, denial of priority status or preference(s), or denial of reasonable accommodation. The applicant will be afforded an opportunity to present evidence and testimony rebutting the basis for the OHA's determination.

A. Due Process Requirements for Informal Hearings

The informal hearing will conform to the following due process requirements:

1. If the applicant requests, the OHA employee who made the decision (if still an OHA employee) must be present to provide available facts, and to be questioned. *Additionally, the hearing officer may, at his/her discretion, request that the OHA employee who made the decision attend the hearing and be questioned.*
2. An employee of the OHA who did not participate in the original decision must conduct the hearing.
3. The decision must be based solely on evidence presented at the hearing as well as any evidence previously received by the OHA. All evidence submitted at the hearing shall be considered.

4. The applicant and/or his/her representative has a right to inspect the file prior to the hearing, provided the applicant provides OHA written authorization permitting the representative to have access to the contents of his/her file.
5. Either the applicant or the OHA may request – after close of the hearing – that the record remain open for submission of new or rebuttal evidence. The Hearing Officer shall designate a date by which the record shall be closed and may extend it for good cause. If OHA wishes to submit additional evidence not submitted at the hearing, it shall give written notice to the applicant with an opportunity to review such evidence and a reasonable period for the applicant to respond.

B. Informal Hearing Decisions (General Requirements)

After the informal hearing, all applicants will be sent an informal hearing decision from the OHA hearing officer. This decision shall:

1. Provide a summary of the hearing;
2. Provide the decision of the hearing officer, together with findings and determination;
3. Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision;
4. Explain the rights of the applicant to seek reconsideration by a court of competent jurisdiction.
5. All informal hearing decisions shall be made within ten (10) business days of the close of the hearing or the record, whichever is later.

C. Procedures Following Decisions to Reverse

1. If, as a result of information presented by the applicant at the informal hearing, the hearing officer reverses OHA's decision to reject the applicant, no new application is required and the application will be returned to its appropriate place on the waiting list(s) for all developments previously selected by the applicant using the original date and time of application and applicable priority and/or preference(s).
2. If the hearing officer reverses OHA's decision to withdraw the applicant, no new application is required and the application will be returned to its appropriate place on the waiting list(s) for all developments previously selected by the applicant using the original date and time of application and applicable priority and/or preference(s).
3. If the decision to deny priority status and/or preference(s) or reasonable accommodation is reversed, the applicant's position on the waiting list(s) for all developments previously selected by the applicant will be restored in accordance with the determination.

D. Procedures Following Decisions to Uphold

1. If the hearing officer upholds the determination of **ineligibility**, the applicant may submit a new application for admission at a time when a waiting list is open but **no earlier than twelve (12) months** after the decision of ineligibility (the date that appears on the ineligibility letter). This period of time may permit the applicant and/or household member to correct the behavior or situation that resulted in rejection. A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director.
2. If the hearing officer upholds the decision to **withdraw**, the applicant may submit a new application for admission at a time when a waiting list is open but **no earlier than twelve (12) months** after the decision to withdraw (the date that appears on the withdrawal letter). A shorter period may be allowed in certain limited circumstances, at the discretion of OHA's Executive Director.
3. If the hearing officer upholds the decision to **deny priority status, preference(s) or reasonable accommodation**, the applicant may re-apply for the same or a different priority or preference **at any time provided a waiting list is open**, except as provided for in this policy.

IV. OHA Priority Categories

Priority is defined as a housing-related situation that affects a household's present residential status. The OHA gives points to applicants with a priority that ranks those applicants higher on each waiting list than applicants without priority. An applicant can qualify for only one priority at any given time. Certain priorities are given more points than others are. An applicant will always be assigned to the highest priority for which they qualify. Specific priority definitions and point information can be found later in this chapter.

Applicants will be sorted on each waiting list in accordance with their priority and/or preference(s). The ranking categories utilized by the OHA are outlined below:

Priority One:

- Displaced Due to Disaster
- Displaced Due to Domestic Violence
- Victim of Hate Crime
- Avoidance of Reprisal/Witness Protection
- Court-Ordered No-Fault Eviction
- Condemnation of House/Apartment
- Other Government Action

Priority Two:

- Foreclosed Home
- Family Preservation

No Priority:

- Standard Applicants who Qualify for No Priority Category

A. Priority One Categories

Priority One status for admission shall be granted to applicant households whose verified circumstances at the time of an offer of an apartment (prior to execution of the lease) fall within one of the following categories:

1. **Displacement Due to a Disaster**, such as flood or fire, that results in the uninhabitability of an applicant's apartment or dwelling unit not due to the fault of the applicant and/or household member or beyond the applicant's control;

Verification must include:

- A copy of the incident report from the local Fire Department, and
- A copy of the applicant's lease, or a statement from the property owner, verifying that s/he is/was the tenant of record at the affected address, and
- Verification from the Fire Department, the OHA Inspections Department, the City Planning Department or other appropriate agency that the former dwelling unit is now uninhabitable.
- Verification of the cause of the disaster, if known. If the applicant, his/her household member or guest was the cause of the disaster, approval for priority status will be denied unless mitigating circumstances are established to the satisfaction of OHA.

2. **Displacement Due to Domestic Violence, Dating Violence or Stalking**, which is defined as displacement from an address where the applicant is/was the tenant of record due to continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the household members.

Verification must include submission of a fully completed "*Certificate of Involuntary Displacement Due to Domestic Violence/Dating Violence*" **AND** a copy of the lease agreement or statement from the property owner that certifies that all of the involved parties (the applicant and the alleged abuser) are/were residents of the dwelling unit at the time the alleged abuse/violence occurred; **AND** a final court order (*a temporary protection or restraining order does NOT qualify*) from a court of competent jurisdiction, or a third-party, written verification from a local police department, social service agency, clergy member, physician, or public or private facility that provides shelter or counseling to the victims of domestic violence (if not already addressed in the *Certificate of Involuntary Displacement*). Such verification will not be considered valid unless it:

- Supplies the name of the abuser, and
- Describes how the situation came to verifier's attention, and

- Indicates that the threats and/or violence are of a recent (within the past sixty (60) days) or continuing nature if the applicant is still residing in the dwelling where the violence has occurred or is occurring.
- Indicates that the applicant has been displaced because of the threats and/or violence or that the applicant is in imminent danger where he/she now resides.
- The applicant must supply the name and address of the abuser.

If the applicant is awarded priority status under this category, he/she **must provide updated information every 120 days**, verifying the continued need for priority status to the OHA.

- 3. Victims of Hate Crimes:** Applies when a member of the household has been a victim of one or more hate crimes AND the household has vacated a dwelling unit because of this crime OR the fear associated with the crime has destroyed the peaceful enjoyment of the dwelling unit;

"Hate crime" is defined as any criminal act coupled with overt actions motivated by bigotry and bias including, but not limited to, a threatened, attempted or completed overt act motivated at least in part by racial, religious, ethnic, handicap, gender or sexual orientation, prejudice, or which otherwise deprives another person of his/her constitutional rights by threats, intimidation or coercion, or which seeks to interfere with or disrupt a person's exercise of constitutional rights through harassment or intimidation.

Verification must include submission of a fully completed *"Certificate of Involuntary Displacement by Hate Crimes"* or documentation from a law enforcement agency that the household member(s) was a victim of such crime(s); and:

- Has vacated the dwelling because of such crime(s); or
- Has experienced fear associated with such crime(s) and the fear has destroyed the peaceful enjoyment of their current dwelling unit.

In addition, the applicant must provide proof that s/he was/is the tenant of record at the dwelling unit in question. (Examples include a copy of the lease agreement or a written statement from the owner of the property).

If the applicant is awarded priority status under this category, he/she **must provide updated information every 120 days**, verifying the continued need for priority status to the OHA.

- 4. Avoidance of Reprisal/Witness Protection:** Relocation is required because a household member provided information or testimony on criminal activities to a law enforcement agency **AND** based upon a threat assessment, a law enforcement agency recommends the relocation of the household to avoid or

minimize risk of violence against household members as reprisal for providing such information.

This includes situations in which the applicant and/or household member(s) are themselves the victims of such crimes and have provided information (testimony) to a law enforcement agency.

Verification requires submission of a fully completed "*Certificate of Involuntary Displacement to Avoid Reprisal*," or documentation from a law enforcement agency that the applicant and/or a household member provided information on criminal activity; **AND**

Documentation that, following a threat assessment conducted by the agency, the agency recommends the relocation/re-housing of the household to avoid or minimize the threat of violence or reprisal to or against the household member(s) for providing such information; **AND**

Proof that the applicant is the tenant of record at the dwelling unit in question. (Examples include a copy of the lease agreement or a written statement from the owner of the property).

If the applicant is awarded priority status under this category, he/she **must provide updated information every 120 days**, verifying the continued need for priority status to the OHA.

5. **Court-Ordered No-Fault Eviction:** Applies when an applicant and/or household member has been evicted pursuant to an Order of Judgment issued by a court because of landlord action *beyond the applicant's ability to control or prevent*, **AND** the action occurred *despite the applicant's having met all previously imposed conditions of occupancy*.

Verification requirements (**ALL** documents are required):

- Submission of a fully completed "*Certificate of Involuntary Displacement by Court-Ordered No-Fault Eviction*"; **AND**
- A copy of the "Notice to Quit" issued by the landlord or property manager; **AND**
- A copy of the Summons and Complaint, available from the court; **AND**
- A copy of the Answer or other Response(s) filed by the applicant in court in response to the Complaint, if any; **AND**
- A copy of the Judgment of the Court (Agreement for Judgment, Order of Judgment, or Default Judgment); **AND**
- If applicable, a copy of the writ/execution issued by the court.

The information contained in the above-referenced documents must clearly establish to the satisfaction of the OHA that:

- The action taken by the landlord or property manager was beyond the applicant's ability to control or prevent; and
- The action by the landlord or property manager occurred despite the applicant household having met all previously imposed conditions of occupancy; and
- Failure to establish any one of the above referenced elements will result in denial of priority status.

6. Condemnation of House or Apartment: Applies when the applicant's housing has been declared unfit for habitation by an agency of government through no fault of the applicant.

Verification Requirements:

- Third-party, written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next sixty (60) days, as a result of action by that agency; and
- The precise reason(s) for such displacement

7. Displacement Due to Other Government Action: A household is required to permanently move from its residence by a Federal, State or Local governmental action such as code enforcement, public improvements or a development program.

Verification Requirements:

- Third-party, written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next sixty (60) days, as a result of action by that agency; and
- Verification of the precise reason(s) for such displacement

B. Priority Two Categories

Priority Two status for admission shall be granted to applicant households whose verified circumstances at the time of an offer of an apartment (prior to execution of the lease) fall within one of the following categories:

1. Foreclosed Home: Applies to applicants who have lost their home through a court foreclosure. These applicants are granted additional points on the waiting list for scattered site homes and apartments (*See Section VI(A), below*).

Verification Requirements:

- Documentation showing (to the satisfaction of OHA) that the applicant owned his/her home for a minimum of three (3) years prior to the foreclosure.
 - A Court Order of Foreclosure dated within ninety (90) days of the application.
2. **Family Preservation:** Applies to applicants who can document that their child(ren) are at risk of placement outside the household by a recognized agency or by a court, because of inadequate shelter or environmental neglect, OR whose child(ren) cannot be returned to the home until the family can provide for the child(ren)'s subsistence needs.

V. OHA Preference Categories

Preference refers to points given to OHA applicants who are veterans or are consistently employed. Preference points are cumulative and are added to priority points (if any) to determine an applicant's position on each OHA waiting list. An applicant may qualify for more than one preference at a time. The preference system below applies only to applicants for admission on OHA waiting lists.

Within priority categories, and within the standard "No Priority" category (i.e., standard applicants), applicants may also receive preference points. Preference points will be added to priority points to determine an applicant's placement on each OHA waiting list. Thus a "Priority Two" applicant with an Upward Mobility Preference will be ranked above a "Priority Two" applicant with no preferences. Preference points are cumulative, so an applicant with more than one preference (i.e., Veterans and Upward Mobility) will be ranked higher within his or her priority category than an applicant with only one preference.

The preference categories are described below.

A. Veterans Preference

The Veterans' Preference shall be applied in the following manner:

- Among households equally in need (i.e., within the same housing priority category), first preference shall be given to families of disabled veterans whose disability has been determined by the Veteran's Administration to be service-connected.
- Among households equally in need, second preference shall be given to families of deceased veterans whose death has been determined by the Veteran's Administration to be service-connected.
- Among households equally in need, third preference shall be given to families of other veterans.

Verification Requirement:

- Applicants claiming a Veteran's Preference must provide to OHA a copy of the discharge documents of the veteran for whom the preference is claimed. The Veteran's Preference is only applicable to veterans and/or immediate families of veterans who were discharged under circumstances other than dishonorable.

B. Upward Mobility (Employment, Education, Job-Training):

Applies to applicants with an adult household member who can document that he or she is employed, at least thirty-two (32) hours per week, or involved in full-time education or job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families (TANF).

Applicants must be given the benefit of this preference if the head-of-household and spouse or sole member is age 62 or older, or is a person with disabilities. (See 24 C.F.R. § 960.206(b)(2)).

Applicants who qualify for the upward mobility preference are granted additional points on the waiting list for scattered site homes and apartments (*See Section VI(A), below*).

Employment verification requirements:

- Documentation of employment at the time of the application. To receive preference points, the family must have at least one adult family member who is employed at the time of the application for housing. That household must document that the family member claiming the preference status was consecutively employed during the twelve (12) month period immediately prior to the application for housing and must document that employment was for a minimum of thirty-two (32) hours of work per week.
- The employment period may be interrupted, but to claim preference status, a family must have an employed family member *prior to the actual application for housing*, as described above.
- A family member that leaves a job (after being granted preference points under this category) will be asked to document the reason(s) for the termination. A family member who quits work (as opposed to being laid off or accepting a new job) after receiving the benefit of this preference status will be considered to have misrepresented the facts to the OHA; and OHA may – at its discretion – terminate the household's lease agreement.
- The amount earned shall not be a factor in granting preference points under this category. Preference status under this category shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, SSI disability benefits, or any other payments based on the individual's inability to work (*See 24 C.F.R. § 960.206(b)(2)*).

Education / Job Training Verification Requirements:

- A family must verify full-time participation in an education or job training program throughout the six (6) month period prior to application (or recent graduation from such education or job-training after similar consistent participation). This includes programs of job training, skills training or higher education accepted and/or mandated by the Temporary Assistance to Needy Families program.
- The family must notify OHA if it enters such a program while on the waiting list and provide documentation of participation to the OHA. The OHA will not grant preference status under this category if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference, applicants must be in good standing with respect to attendance and/or program rules.

VI. Application of Priorities and Preferences to the Waiting Lists

A. Determining Placement on Waiting List – Point System

Priority and preference points are added together to determine position on each selected development's waiting list. The more points an applicant has, the higher on the list the applicant will be in relation to other persons who applied for the same bedroom size and hold the same date of preliminary application. The calendar date on which priority and/or preference points are granted, and calendar date of the original application date will further rank each applicant.

The **point system** used by OHA to process new admissions is as follows:

- | | |
|--|------------|
| • Priority One Applicants | 100 points |
| • Priority Two Applicants | 50 points |
| • Veterans Preference – Disabled | 30 points |
| • Veterans Preference – Family of Deceased Veteran | 20 points |
| • Veterans Preference – All Other Veterans | 10 points |
| • Upward Mobility Preference | 20 points |

With respect to the waiting list for **scattered site homes and apartments**, applicants are employed and who qualify for either the foreclosed home priority or the upward mobility preference shall be granted twenty (20) additional priority/preference points.

B. Organization of the Waiting Lists

The OHA maintains a waiting list for each of its public housing developments (as described in *Section I(A)*, above). Each waiting list is maintained by bedroom size, applicants' priority and/or preference points and the date such points are granted and then chronologically according to application date.

Before applying priorities and preferences, OHA will determine the appropriate apartment size, and special needs requirements, if any, based on household composition and special needs. In making the selection of a household for an apartment with accessible features, the OHA will give preference to households with the greatest number of priority/preference points, the earliest approval date for said priority/preference points and earliest application date that include a person with disabilities who has a specific need for the apartment features.

Assignments to each waiting list shall be in order based upon suitable type and size of apartment, date priority and/or preference points are granted as established in these policies and the date and time the application is received. Generally, an eligible applicant with the highest priority and/or preference points and the earliest date of approval of such priority and/or preference points per category of apartment size will be placed at the top of each waiting list. If no application with approved priority and/or preference points exists, an eligible applicant with the earliest date and time of application will be placed at the top of each waiting list.

C. Not a Guarantee of Admission

It is OHA's policy that a priority and/or preference establishes **ONLY** placement position on a waiting list. Every applicant must still meet OHA's **Applicant Screening Criteria**, as set forth in OHA's Admissions and Continued Occupancy Plan, before being accepted as a resident.

A priority and/or preference will be granted to applicants **who are otherwise eligible and qualified** and who, at the time they are certified for admission, meet the definitions of the priorities and/or preferences described above.

D. Verification of Documentation

The above-described system of priorities and/or preferences will be used for new admissions to OHA housing.

All requests for priority status and/or preference must be verified by a third party. All documents and information **shall be submitted to OHA within thirty (30) days** of the date the individual applies for such status. Information shall be submitted on Certificates of Priority Status (described more fully within each category, above) and/or another form of written verification from a reliable third party as determined by the OHA. All requests for priority or preference status will be reviewed prior to the personal interview and/or as part of the final screening process.

During the review of documents submitted for priority or preference status, it may be necessary to obtain additional documentation in order to complete the review. In this case, the OHA will send (or give) the applicant a notice entitled "**Priority and/or Preference Status Request – Insufficient Documentation Notice**" detailing the information still needed to complete the review for priority or preference status.

Applicants who do not qualify for priority or preference status based on a review of the documents submitted are sent (or given) a notice entitled "**Notice to**

Applicants Denied Priority and/or Preference Status” detailing the specific reason(s) for the denial of priority or preference. This notice informs applicants of their right to appeal the denial through the informal hearing process.

E. Changes in Priority and/or Preference Status While on a Waiting List

Occasionally, households on a waiting list who did not qualify for any or a certain priority and/or preference at the time of application will experience a change in circumstances that qualifies them for a different priority and/or preference. In such instances, it is the applicant's obligation to contact the OHA so that a change in status can be verified.

Verification

To the extent that the verification determines that the household does now qualify for a priority and/or preference, the household will be moved up on any waiting list previously selected in accordance with its priority and/or preference(s), and the date such priority and/or preference(s) is approved. Similarly, removal of a priority and/or preference (because a household is discovered to be ineligible for a priority and/or preference) will result in a reduction of waiting list points, and therefore change of waiting list position, for the household. The household will then be informed in writing of how the change in status has affected its place on any waiting list previously selected. Intentional misrepresentation by an applicant may result in federal or state criminal prosecution for fraud, removal from the waiting list, and disqualification from further consideration for admission for a three (3) year period beginning on the date of such determination by the OHA.

VII. Promotion of Integration

Beyond the basic requirement of nondiscrimination, the OHA shall act affirmatively to further fair housing to reduce racial and national origin concentrations.

Keeping with these guidelines, the OHA shall not require any specific income or racial quotas for any development or developments. The OHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin, or for the purpose of segregating populations.

Chapter Five

CHAPTER 5: OCCUPANCY GUIDELINES

I. Introduction

The following Occupancy Guidelines have been adopted by OHA to ensure that its Public Housing units are occupied by families of the appropriate size and disability status. By employing such standards, OHA seeks to prevent waste, excess wear, overcrowding and/or underutilization of resources. These guidelines are designed to be compliant with HUD rules relating to occupancy standards, and shall be applied in a manner that is consistent with the Fair Housing Act.

II. Applicability

The Occupancy Guidelines will be used to determine the appropriate size and type of unit for each family upon **selection from the waiting list**, when there is a **change in household composition or disability status**, and when there is a **request for an exception to the occupancy guidelines**.

When a change in household composition, disability status, or any other factor requires a change in size or type of unit, the family will be placed on the Public Housing Transfer List. **All transfers will be processed under OHA's Transfer Policy** (see *Chapter 8 of this Policy*). In many cases, **the family may experience a waiting period** until a unit is available to them that meets their criteria.

The Occupancy Guidelines **shall not apply** when there is an appropriately verified request by the family for a **reasonable accommodation**¹ or when a family is **purchasing a home under OHA's Public Housing Homeownership program** (see *Section VI of this Chapter, below*).

III. Determination of Unit Size and Type

The following guidelines shall govern the size and type of the unit for which a family shall qualify. These rules pertain specifically to the number of bedrooms in the unit (size) and the accessibility features in the unit (type).

A. Assessing Household Composition

All current members of the household will be considered when determining unit size and type. Consistent with that principle, the following rules shall apply:

- Persons 19 years of age or older will be considered adults;
- Foster children will be counted;
- Live-in aides will be counted; and

¹ Regardless of the nonapplicability of the Occupancy Guidelines, transfers based upon reasonable accommodation are nonetheless processed under OHA's Transfer Policy (Chapter 8).

- Unborn children will be counted.

Temporarily absent household members (*see Chapter 12, Section VII (B) (3) of this Policy*) may or may not be counted, depending upon the particular circumstances, including the portion of time spent in the home. Children who are away at school but live with the family during recesses may be counted at the discretion of OHA.

B. Bedroom Guidelines and Assignment

In general, OHA will assign units so that two people share each bedroom, within the following guidelines (and subject to the exceptions described below):

TABLE OF BEDROOM SIZE GUIDELINES		
Number of Bedrooms	Minimum Persons in Household	Maximum Persons in Household
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8
5 Bedroom	5	10
6 Bedroom	6	12

The largest size unit that a family may be offered would provide no more than one bedroom per family member. Living rooms shall not be used as bedrooms except upon appropriate request for reasonable accommodation.

If a family qualifies for more than one unit size (*e.g. a family with four people may qualify for both a three- and four-bedroom unit*), **the OHA will generally place them on the waiting list for the larger-size unit**, unless they request to be listed for the smaller-size unit instead. If the family opts for the smaller unit size, **they must sign a form** declaring that request in writing, and agreeing that

they will not later request a transfer to a larger unit size unless they have a change in circumstances.

Exceptions to Bedroom Sharing Policy:

The following **exceptions** shall apply to the general policy of two people per bedroom:

- Adults of different generations, adults of opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom, *although they may do so at the request of the family;*
- Children of the opposite sex will not be required to share a bedroom, *although they may do so at the request of the family;*
- A single head-of-household parent will not be required to share a bedroom with his/her child (i.e. if a single parent was living in a one-bedroom unit, he/she could request a transfer upon having a child, even though the household would not be above the maximum for a one-bedroom unit) *although they may do so at the request of the family;*
- Live-in aides/attendants will be provided a separate bedroom. No additional bedrooms will be provided for the attendant's family.

If a family requests to have its members share bedrooms although they are not required to do so under one or more of the exceptions described above, **the family must sign a form** declaring that request in writing, and agreeing that they will not later request a transfer to a larger unit size unless they have a change in circumstances.

C. Qualification for Accessible Units

The OHA has several Public Housing units designed for persons with mobility, sight and hearing impairments. These "accessible units" were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and other modifications.

Preference for occupancy of accessible units will be given to families with disabled family members who require the modifications or facilities provided in the units. Non-disabled families will not be offered these units **unless** all eligible disabled families have been considered **and only if** they have agreed to accept a transfer to a non-accessible unit at a later date if a person with an impairment requiring the unit applies for housing or requests a transfer.

IV. Changes in Family Composition or Circumstances

At certain times, families may experience a change in composition or circumstances affecting the size and type of unit for which they qualify. The Occupancy Guidelines

will be employed to determine whether and when the bedroom size or type of unit should be changed. If the situation requires a change in size or type of unit, the family will be placed on the Public Housing Transfer List. **All transfers will be processed under OHA's Transfer Policy** (see *Chapter 8 of this Policy*).

Any changes to the household composition must be reported and verified in accordance with OHA's Recertification policy (see *Chapter 12 of this Policy*). No individual may reside in the household without prior approval by the OHA based upon its tenant eligibility and screening criteria (see *Chapter 2 of this Policy*).

The OHA will transfer a family to a larger unit based on additions to the family, **ONLY in the following cases:**

- Addition by marriage or marital-type relation;
- Addition of a minor who is a member of the family and who has been living elsewhere;
- Addition of an approved live-in attendant;
- Addition of any relation of the Head or Spouse; or
- Addition due to birth, adoption or court-awarded custody².

If an unusual situation occurs, which is not currently covered in this policy, the OHA will make a specific determination after evaluating the individual circumstances.

V. Discretionary Exceptions to Occupancy Standards

In certain cases, the OHA may grant discretionary exceptions from the Occupancy Guidelines based upon individual circumstances, including:

- When there has been a written request by the family explaining the need or justification for the larger bedroom size **and** the OHA has determined that the exception is justified by the relationship, age, sex, health or disability of family members; or
- When there is a larger unit available than is permitted under occupancy standards, if the waiting list is short of families large enough to fill the vacancy, **and** if the family agrees to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available.

When the family requests an exception, the OHA may request that the family provide additional documents in order to verify certain types of information. The family must provide any requested documents in a timely manner.

² A transfer may be granted if the family has submitted a "Self-Certification of Physical Custody of Minor Child/Children" or an "Appointment of Temporary Guardian" form to the OHA. In this case, the family must provide appropriate documentation to OHA, demonstrating that it has initiated legal proceedings for guardianship or legal custody.

VI. Mandatory Exceptions to (or Non-Applicability of) Occupancy Standards

In certain cases, the OHA must grant exceptions from the Occupancy Guidelines based upon legal or regulatory considerations.

A. Reasonable Accommodations

The OHA shall make an exception to these occupancy guidelines upon an appropriately verified request by a disabled person, if the modification is reasonable and meets the need presented by the disability. Further information regarding OHA's Reasonable Accommodation Policy, including definitions and verification procedures, can be found in *Chapter 1-Section III of this policy*.

B. Public Housing Homeownership Program

The occupancy guidelines described herein do not apply to families or individuals who are seeking to purchase a home under OHA's Public Housing Homeownership Program. Specific information and guidelines of the Public Housing Homeownership Program can be found in OHA's Homeownership Policy (which is part of the PHA Plan).

Chapter Six

CHAPTER 6: DETERMINATION OF TOTAL TENANT PAYMENT

I. Introduction

This chapter presents information regarding annual income and adjusted income, which together are used to compute **income-based rent**. When calculating income-based rent, the OHA uses a federal formula, which provides for the determination of a family's **Total Tenant Payment (TTP)**. The TTP may consist of rent only (generally in buildings with OHA-provided utilities), or may consist of a combination of rent and utility costs in cases where utilities are not provided by the OHA.

Income and TTP are calculated in accordance with federal housing regulations and further instructions set forth in Notices, Memoranda and Addenda issued by the U.S. Department of Housing and Urban Development (HUD). Within these standards, Public Housing Agencies maintain some flexibility to define terms and policies relating to the determination of the TTP. The specific policies of the OHA regarding these discretionary matters are set forth in this chapter.

Note: As described more specifically in Chapter 12 of this policy, all families participating in OHA's Public Housing program may choose between flat rent and income-based rent; and the OHA will provide the family with sufficient information regarding rent options to allow them to make an informed choice. *See Chapter 12 for additional information regarding Choice of Rent.*

II. Total Tenant Payment (TTP)

The federal formula for income-based rents provides that a family's Total Tenant Payment is the highest of:

- 10 percent of monthly income; or
- 30 percent of adjusted monthly income; or
- Welfare rent (in states where the welfare payment includes a designated portion for housing costs).

The TTP may never be less than the minimum rent that has been defined by the Public Housing Agency, except in cases where the family requests an exemption based upon a qualifying financial hardship (*see Section II-B, below*).

A. Utility Allowances and Reimbursements

If the cost of utilities is not included in the rent (if the family does not live in a building with OHA-paid utilities), a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. For these purposes, telephone and cable television are not considered utilities.

The allowances are determined by the OHA periodically based on the monthly

cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption. Utility allowance amounts will vary by the size and type of the unit.

When the Utility Allowance exceeds the family's Total Tenant Payment, the OHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out to the family, who will be responsible for payment to the utility company.

B. Relation of Additional Charges to TTP

Residents should be aware that they may be required to pay additional charges under the terms of their Lease Agreement (e.g. excess utility usage costs; maintenance costs; late fees; and legal fees). These additional charges are not part of, *and are in addition to*, the TTP. *See Chapter 9 of this policy for additional information.*

III. Minimum Rent

Under federal housing regulations, the OHA is required to determine a minimum rent amount, and the family's TTP may not be less than the minimum rent, except in the case of financial hardship (*see Section IV, below*).

The OHA's minimum rent is **\$50 (fifty dollars)**.

IV. Hardship Exemption from Minimum Rent

Under HUD regulations, OHA is required to grant an exemption from the payment of the minimum rent, when the family has a qualifying financial hardship that is verified according to OHA's policies. Financial hardship includes the following situations:

- When the family has lost eligibility for¹ or is awaiting an eligibility determination for a Federal, State or local assistance program²;
- When the family would be evicted because it is unable to pay minimum rent;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When a death has occurred in the family; and
- Other qualifying circumstances based upon the determination of the OHA and/or HUD.

1 Under federal regulations, the OHA *is not permitted* to reduce rent when the loss of benefits is due to a "specified welfare benefit reduction" (reduction in benefits based upon welfare fraud or noncompliance – *as described specifically in Chapter 12 of this policy*). Thus, an exemption will not be granted in such cases.

2 Including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996.

A. Notification to Families

The OHA will take proactive measures to inform families of their right to request a hardship exemption from minimum rent, including, but not limited to, the following:

- The OHA will notify all families of their right to request a minimum rent hardship exemption at **lease-up**;
- The OHA will notify all families who are paying minimum rent of their right to request a minimum rent hardship exemption at **annual recertification**;
- The OHA will **post information** concerning the minimum rent hardship exemption in a conspicuous location at its project offices.

B. Requirements and Verification

All requests for an exemption from minimum rent based on financial hardship **must be presented in writing** to the OHA. The request **must state the specific circumstances** that qualify the family for the exemption.

When the family requests an exemption from minimum rent, the OHA will **suspend the minimum rent requirement beginning the month following the family's request** for the hardship exemption, and continuing until the OHA determines whether there is a qualifying financial hardship and whether it is temporary or long-term (see *Section IV-C*, below).

After suspending the rent, the OHA will notify the family in writing of any additional documents needed in order to verify the hardship. The OHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship. **The family must provide any requested documents and information in a timely manner.** If the family does not do so, the exemption may be denied.

Under HUD regulations, **the OHA may not evict the family for nonpayment of minimum rent for the ninety (90)-day period** beginning the month following the family's request for a hardship exemption.

C. OHA Response Procedures

HUD regulations require the OHA to determine promptly whether a qualifying hardship exists and whether it is temporary or long-term.

Temporary Hardship: A short-term or temporary hardship is a qualifying hardship that is verified to be occurring for **ninety (90) days or less**. If the OHA determines that the family has a qualifying temporary hardship, it will **reinstate the minimum rent from the beginning of the suspension period, and offer the family a reasonable repayment agreement** to allow payment of back rent owed by the family.

Long-Term Hardship: A long-term hardship is a qualifying hardship that is verified to be occurring for **more than ninety (90) days**. If the OHA determines that the family has a qualifying long-term hardship, **the minimum rent will be suspended until the hardship ceases. The family may not be evicted for nonpayment of rent while the hardship is occurring.** The family will not (even after the hardship ceases) be responsible for paying rent that accrued during the hardship period.

No Qualifying Hardship: If the OHA determines that the family does not have a qualifying financial hardship, it will **reinstate the minimum rent from the beginning of the suspension period**. The family must pay back rent that accrued during the suspension. The OHA is not required to offer the family a repayment agreement, however, it may do so at its discretion. In all cases, when OHA denies a family's request for a hardship exemption, the family will be informed in writing of the reason for the denial and that it may request a hearing under the Tenant Grievance Procedure (see Chapter 16 of this policy).

D. Requests by Families Not Paying Minimum Rent

The financial hardship exemption applies only to families who are paying minimum rent, and if a family who is not paying minimum rent requests the exemption, the OHA may deny the request as described above. However, in appropriate cases, the OHA will recalculate the TTP based upon the new information to determine whether the family circumstances warrant an adjustment to the minimum rent. If the family's TTP is adjusted to the minimum, and if the family qualifies for the exemption, the OHA will apply the minimum rent and the exemption retroactively to the date of the initial hardship request.

V. Annual Income

A family's annual income includes all amounts, monetary and nonmonetary, that go to, or on behalf of any family member or are anticipated to be received from a source outside the family in the twelve (12) months following admission or the effective date of the annual reexamination. Annual income includes amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations.

If a family member is permanently confined to a nursing home, the income of that member will not be counted, except that a qualifying family may choose to include the income of that member and deduct applicable medical expenses from annual income (*See Section VI-A(5), below, regarding medical expense deductions*).

A. Amounts Included in Annual Income

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from the operation of a business or profession³;
3. Interest, dividends, and other net income of any kind from real or personal property⁴;
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as for certain lump sum Social Security/SSI payments, as excluded by *Section V-B(13)*, below);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in *Section V-B(3)*, below);
6. Welfare assistance payments, to the extent that such payments meet the following criteria:
 - a. Qualify as assistance under the Temporary Aid to Needy Families (TANF) program, definition at 45 CFR 260.31; and
 - b. Are not otherwise excluded under paragraph (c) of this section.
 - c. 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 shall consist of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. 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 paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
 - a. Alimony and Child Support: If the amount of child support or alimony received is less than the amount awarded by the court, the OHA must use the amount awarded by the court unless the family can verify that

³ See specific requirements of 24 C.F.R. 5.609(b)(2).

⁴ See specific requirements of 24 C.F.R. 5.609(b)(3).

they are not receiving the full amount. The OHA will accept the following as verification:

- A certified copy of the divorce decree; AND

Either of the following:

- Documentation from the agency responsible for enforcement or collection;
- Documentation of child support or alimony collection action filed through a child support enforcement agency, collection agency or attorney;

- b. Regular Contributions or Gifts: Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

8. All regular pay, special pay and allowances of a member of the Armed Forces (except for hostile fire pay, as excluded in *Section V-B(7)*, below).

B. Amounts Excluded from Annual Income

HUD requires OHA to exclude certain types of income from annual income. The OHA will work to ensure its employees are familiar with excluded income types, and will check periodically to determine whether new HUD directives have been issued. The following amounts are to be excluded from annual income under current HUD regulations:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in *Section V-A(5)*, above);
4. Amounts received by the family that are specifically for, or area in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, as defined in *Chapter 2* of this policy;

6. The full amount of student financial assistance paid directly to the student or to the educational institution⁵;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Income derived from qualifying employment training programs with applicants, participants and local social service provider, including:
 - a. Amounts received under training programs funded by HUD;
 - b. 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);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d. 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 agency or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the housing agency's governing board. No resident may receive more than one such stipend during the same period of time;
 - e. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

⁵ This exclusion applies to all students, not just those eligible for the dependent deduction, and it is not limited to assistance for tuition, books or fees. This exclusion is subject to the requirements of 24 CFR 5.609(b)(9).

11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. 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;
15. 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
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

C. Annualization of Income

When **income cannot be anticipated for a full twelve months**, the OHA will **average known sources of income to compute an annual income**. By averaging in this manner, an estimate can be made for those families whose income fluctuates from month to month; and by use of the estimate, the housing payment will not change from month to month.

The methods used to average the income may vary depending upon the regularity, source and type of income (*e.g., If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used*).

If income changes throughout the year so that the computed estimate of annual income is no longer accurate, the OHA will conduct an interim reexamination and implement any necessary rent changes.

If it is not feasible to estimate an average level of income over a 12-month period (*e.g., seasonal or cyclic income*), the OHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

D. Specific Procedures Regarding Lump-Sum Receipts

As stated within the sections above, certain lump-sum receipts by the family are to be included as income, while others are not to be considered as income. The following rules apply:

- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, **are not included in income** but remaining amounts may be considered assets;
- Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) **are counted as income**.
- Lump sum payments from Social Security or SSI (*including deferred periodic payments which have accumulated due to a dispute, and those deferred due to delays in processing*) **are not to be included as income**, but any amount remaining will be considered an asset.

For lump sums that are counted as income, *if* the family employed an attorney whose efforts helped recover the lump sum compensation, *and if* the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, the attorney fees may be deducted from the lump-sum when computing annual income.

When a lump sum **is to be considered as income**, the OHA will apply one of the following methodologies, depending upon the particular situation, to calculate any increase in rent:

1. **Prospective Calculation Methodology**

If the family reports the lump sum payment to the OHA in a timely manner (within ten days of receipt), any changes in rent will apply prospectively from the next annual recertification. At that time, the lump sum amount will be considered as annual income, according to the following procedures:

- When receipt of a lump sum is reported, the OHA will determine the percentage of the year remaining between the receipt of the lump sum payment and the next annual recertification (three months would be 25% of the year);
- At the next annual recertification, the OHA will apply the remaining percentage of the lump sum (75% in this example) to the family's annual income.

2. **Retroactive Calculation Methodology**

If the family does not accurately report a lump sum payment to the OHA in a timely manner (within ten days of receipt), the OHA will apply changes in rent retroactively to the date the lump sum payment was received.

The OHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due to the OHA.

Depending on the circumstances, the family may be required to pay the retroactive rent amount to the OHA in a lump sum. The OHA may, at its discretion, enter into a repayment agreement with the family. *See Chapter 15 of this policy for additional information regarding Family Debts to OHA.*

E. Determining Income from Assets

The public housing program does not have a limit on the amount of assets a family can possess and still be eligible for the program, however, **the income produced by net family assets** is to be counted as part of Annual Income.

Net family assets are the 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 lands, equity accounts in HUD homeownership programs and necessary items of personal property, such as furniture and automobiles.

As mentioned above, certain lump sums a family receives, such as inheritances, insurance payments, settlements for personal or property losses, and lump sum SSI payments are to be excluded from annual income, but are expressly identified as additions to family assets.

If the **combined value of the net family assets is less than \$5,000**, the OHA will count the actual income from the assets when determining Annual Income.

If the **combined value of the net family assets is greater than \$5,000**, the OHA will count the greater of: actual income from the assets; OR percentage of the value of the assets based on the passbook savings rate times the value of the net family assets.

1. Contributions to Retirement Funds

Contributions to company retirement and/or pension funds are handled as follows:

- While an individual is employed, the OHA will count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

2. Assets Disposed of for Less Than Fair Market Value

The OHA is required to consider the net value of assets disposed of for less than fair market value in the two years preceding certification or reexamination. The OHA will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years. The

following exceptions apply:

- OHA's minimum threshold for counting assets disposed of for less than fair market value is \$2000. If the total value of assets disposed of within the two-year period is less than \$2000, they will not be considered an asset.
- Assets disposed of as a result of foreclosure, bankruptcy, divorce or separation are not considered to be assets disposed of for less than fair market value.

VI. Adjusted Income

Adjusted Income consists of the Annual Income, less any applicable deductions that are required or permitted under the law and HUD regulations.

A. Required Deductions

After determining annual income, the OHA is required to apply a set of mandatory statutory deductions, which are as follows:

1. Dependent Deduction:

The dependant deduction is a \$480 annual deduction that applies to each member of the family (*except live-in aides, foster children and foster adults who may be household members but are not family members*) other than the family head or spouse, who is under 18-years of age, is a person with a disability, or is a full-time student. There is no maximum age limit for who may qualify as a full-time student.

2. Elderly and Disabled Family Deduction

This deduction is a \$400 annual deduction available to families whose head-of-household, their spouse, or a sole member who is at least 62-years of age (elderly families), or a person with a disability (disabled families). This may also include two or more such persons living together, or two or more such persons living with a live-in aide. Each Elderly or Disabled Family is limited to one \$400 deduction regardless of the number of elderly or disabled household members.

3. Child Care Deduction

Certain reasonable child care expenses are deductible from annual income. HUD regulations define childcare expenses as unreimbursed amounts anticipated to be paid by the family for the care of children less than thirteen (13) years of age during the period for which annual income is computed. Child care expenses are **deductible only when:**

- When the care is necessary to enable a family member to **actively**

seek employment, to be gainfully employed, or to further his or her education.

- **Expenses are reasonable** – for example, the amount deducted may not exceed the amount of employment income that is included in annual income.

The OHA is responsible for determining specific criteria related to the above requirements, and for implementing those policies in a fair and consistent manner. With this objective in mind, the OHA will implement the following criteria:

- In the case of a child attending private school, only before or after-hours care can be counted as child care expenses;
- OHA may determine what is the reasonable cost of child care by considering the average rates for such services in the area;
- Child care expenses will not be allowed as a deduction if there is another adult household member who is capable of caring for the child and who is available to provide the child care (if there is another adult at home who does not work or is not in school). Examples of adult members who would be considered unable to care for the child include (but are not limited to): the abuser in a documented child abuse situation; or a person with disabilities or an elderly person unable to take care of a small child as verified by a reliable knowledgeable source.
- The number of hours claimed for child care due to education may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

4. Disability Expense Deduction

This deduction is to cover unreimbursed costs for attendant care and/or auxiliary apparatus for a disabled family member. The deduction must be applied as follows:

- The reasonable attendant care and auxiliary apparatus expenses must enable an adult member of the family to be employed (including the person with the disability);
- The deduction may not exceed the earned income received by adult family members who are able to work because of the care or auxiliary apparatus^{6, 7}.

⁶ If the assistance/apparatus enables more than one person to be employed, consistent with HUD directives, the OHA will combine the income of the persons employed to determine the ceiling, but the deduction cannot exceed the amount of the combined incomes.

Expenses for **attendant care** may include (but are not limited to): in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for hearing impaired persons, and/or readers for visually impaired persons. Expenses for **auxiliary apparatus** may include (but are not limited to): wheelchairs, walkers, scooters, reading devices for visually impaired persons, equipment added to cars and vans to permit use by the disabled person(s)⁸, and/or service animals.

Disability assistance expenses **include the cost of maintenance and upkeep of any auxiliary apparatus** (e.g. the grooming, food and veterinarian costs for a service animal; or the cost of maintaining the equipment *added* to a vehicle).

5. Unreimbursed Medical Expense Deduction

This deduction **applies only to elderly or disabled families** as defined in this policy and HUD regulations. In the case of such families, a range of unreimbursed medical expenses and services can be claimed, **to the extent that they exceed 3% of annual income.**

For the purposes of this deduction, **medical expenses include** (but are not limited to) the following:

- Services for health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.);
- Laboratory fees, x-rays and diagnostic tests, costs for blood and oxygen;
- Medical insurance premiums (including Medicare) and the insurance deductible;
- Prescription and non-prescription medicines, including herbal medicines (non-prescription and herbal medicines should be prescribed by a licensed medical professional);
- Chiropractic care; acupressure; acupuncture;
- Transportation to/from treatment, including the actual cost (e.g., bus fare) or if driving by car, a mileage rate based on IRS rules or another accepted standard;

7 If both child care and disability expenses are needed to enable a person(s) in the family to work, the employment income used to justify the child care allowance for employment purposes may not be used to ALSO justify disability assistance allowance. The total for both allowances together may not exceed employment income.

8 When calculating the deduction amount for specially-equipped vans or cars, the OHA will include payments on such vehicles to the extent that they *exceed* payments that would be required on a car purchased for transportation of a non-disabled person.

- Medical care of a permanently institutionalized family member IF his/her income is included in annual income;
- Dental treatment, including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays, fillings, braces, extractions, dentures;
- Eyeglasses and contact lenses;
- Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs;
- Attendant care or periodic attendant care;
- Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors, hospitals, health maintenance organizations (HMOs), outpatient medical facilities and clinics;
- Expenses paid to an HMO;
- Purchase or rental and upkeep of equipment (e.g. where there are tenant-paid utilities, the additional utility costs to the tenant because of an oxygen machine);
- Skilled, semi-skilled and unskilled nursing services;
- An assistive animal and the upkeep and care of such animal; and
- Any other medically necessary service, apparatus or medication, as documented by the verification of a qualified third party.

If a resident claims an expense that is not listed above, the **OHA will use IRS Publication 502 as a guide to determine whether the medical expense qualifies** unless HUD directives specifically provide otherwise, in which case OHA will apply the directives from HUD.

In applying this deduction, the OHA will determine 3% of annual income, and subtract that amount from the medical expenses to determine the amount of the deduction (*i.e. if income is \$15,500 and a family pays \$2400 for an assistive animal, the OHA will subtract \$465 (3% of \$15,500) from \$2400, and the deductible amount will be \$1935*).

Families with a head or spouse who is elderly or a person with a disability may (potentially) receive both the unreimbursed medical and disability expense deductions. However, the family may not use the same expense to justify both deductions (*i.e. if the costs of an assistive animal are applied to the disability expense deduction, the same cost is not deductible again as a medical expense*).

B. Permissive Deductions

HUD allows housing authorities to define additional deductions that may be applied to annual income. The **OHA has not adopted any permissive deductions** at this time, and applies only the mandatory statutory deductions described above.

VII. Earned Income Disallowance

The **Earned Income Disallowance (EID)** aims to encourage self-sufficiency by rewarding certain residents who become employed or have increased earnings. The EID, which functions as an income exclusion, provides that the annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins, and continuing for a cumulative twelve (12) month period. After the family receives twelve (12) cumulative months of the full exclusion, half the increased earnings are excluded for the following twelve (12) months.

A. Qualifying Families

A family qualified for the EID is a family that currently occupies a dwelling unit in a public housing project, is paying income-based rent; and

- Whose annual income increases as a result of employment of a family member who was **previously unemployed for one or more years** prior to employment; or
- Whose annual income increases as a result of **increased earnings by a family member during participation in any economic self-sufficiency or other job training program**⁹; or
- Whose annual income increases because of **new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance to Needy Families (TANF)**, provided that the total amount of such previous benefits over a six-month period was at least \$500¹⁰.

HUD defines a **previously unemployed person** as a person who, in the previous twelve (12) months, has earned no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the state or locality.

⁹ This eligibility category's key requirement is that the person receives the new or additional earned income **while** he/she is involved in economic self-sufficiency or job training, **not after completion** of such training.

¹⁰ The total amount of benefits received includes: monthly income, one-time payments, wage subsidies and child care and transportation subsidies. It does not apply to Medicaid or food stamps. If the OHA cannot readily determine whether certain benefits qualify, it will contact an agency that administers welfare programs to determine the source of funding.

Under HUD directives, an **economic self-sufficiency program** is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (*such as substance abuse or mental health treatment*).

B. Disallowance Amounts

The amount to be excluded from the qualified family's annual income is the amount by which the new income of the family member whose earned income increases exceeds the family member's former income. This amount is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

C. Disallowance Periods

Each resident that qualifies for the EID receives two different disallowance periods. The periods are cumulative, which means that the months do not have to be applied consecutively, and can be suspended in cases where the resident is laid off or stops work for some other reason (*although eligibility for the allowance cannot extend more than 48 months from the initial employment or increase in income – see Section VII-C(3), below*).

1. Initial Twelve-Month Exclusion:

During the cumulative twelve (12) month period beginning on the date of qualifying employment or increase in earned income, the OHA will exclude the full amount by which the new income exceeds the former income of the particular family member.

2. Second Twelve-Month Phase-In Exclusion:

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the OHA will exclude fifty percent (50%) of the amount by which the new income exceeds the former income of the particular family member (income prior to the qualifying employment or increase in earned income).

3. Maximum Four-Year Disallowance Period:

The EID periods are only in effect when the family's increase in income is actually occurring. This means that if a resident is laid off or stops work for another reason during one of the disallowance periods, the period is suspended until the resident begins working again. However, eligibility for the disallowance can be spread over a maximum of 48 months (from the original date the exclusion was applied).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

D. Tracking the Earned Income Disallowance

The OHA is responsible for tracking disallowance periods carefully, in order to ensure that every resident gets the full amount of disallowance to which they are entitled, and in order to ensure that no resident is granted a disallowance beyond the 48-month maximum.

The OHA will report the application of the EID on the HUD 50058 form. Additionally, documentation will be included in the family's file to show the reason for the reduced increase in rent. Such documentation will include:

- Date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income was first excluded from annual income;
- Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any);
- Date the family member has received a total of 12 months of the initial exclusion;
- Date the 12-month phase-in period began;
- Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
- Date the family member has received a total of 12 months of the phase-in exclusion;
- Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

D. Relation to Previous 18-month Training Income Exclusions:

If a tenant meets the criteria for the mandatory Earned Income Disallowance, the OHA may not deny a family member the disallowance based on receipt of the earlier 18-month exclusion (*formerly found in 24 CFR 5.609(c)(13)*).

E. Relation to Child Care and Disability Assistance Expense Deductions:

As stated above, the amount deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of employment income that is included in annual income. However, in the case of families who qualify for the EID, all or part of the employment income is excluded from annual income. Therefore, for families entitled to the earned income disallowance, **the annual income as it would be without application of the EID shall be used for determining the cap** for child care and disability assistance expense deductions.

F. Relation to Imputed Welfare Income

If an individual who is under an imputed welfare income sanction (*see Chapter 12, Section VI-C, for additional information on Imputed Welfare Income*) the base annual income, before the disallowance, should include the imputed welfare income.

G. Inapplicability to Admission

The earned income disallowance is applied only to determine the annual income of families **residing in public housing**, and therefore does not apply for purposes of new admission (does not apply to any determination of income, eligibility or income targeting that may be applicable).

VII. Calculating Prorated Assistance for Mixed Families

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. (*For specific information regarding mixed families and eligibility for prorated assistance, see Chapter 2, Section VII-A (8)*)

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. A mixed family's TTP will be calculated by:

- Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.
- Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.
- Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

The OHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the mixed family chooses flat rent, the family will pay the flat rent for the unit.

Chapter Seven

CHAPTER 7: VERIFICATION PROCEDURES

I. Introduction

Housing Authorities are required by HUD regulations to verify information related to income, assets, preferences, deductions, screening of applicants and resident families. Verification ensures both the housing authority and the family that all information contained in an application or family report, including information used to determine eligibility and income-based rent calculations, is accurate. This Chapter explains the OHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition.

The OHA is required to obtain the family's consent to collect information. Applicants and resident families must cooperate with the verification process as a condition of receiving assistance. The OHA must not pass on the cost of verification to the family.

For applicants, verifications may not be more than 120 old at the time of a unit offer. For tenants, they are valid for 120 from date of receipt

The OHA will follow the verification guidance provided by HUD in PIH Notices 2004-01, 2010-19 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary OHA policies.

II. Overview of Verification Requirements

A. Family Consent to Release of Information

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the OHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

If any family member who is required to sign a consent form fails to do so, the OHA may deny admission to applicants and terminate tenancy of residents, in accordance with applicable procedures.

B. HUD's Verification Hierarchy

HUD authorizes the OHA to use six methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the OHA to use the most reliable form of verification that is available and to document the reasons when the OHA uses a lesser form of verification.

Consistent with HUD's guidance, the OHA will verify information using the following methods, in order from highest to lowest:

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system. This is the highest level method of verification and is **mandatory** whenever available.
- Upfront Income Verification (UIV) using non-HUD systems.
- Written Third-Party Verification
- Written Third-Party Verification
- Oral Third-Party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

C. Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the OHA. The documents must not be damaged, altered or in any way illegible.

The OHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the OHA would accept the most recent report.

Printouts from web pages are considered original documents.

The OHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to the OHA and must be signed in the presence of a OHA representative or OHA notary public.

D. File Documentation

The OHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the OHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

In addition, the OHA will document its compliance with mandated use of HUD's EIV system as a third-party source to verify tenant employment and income information, in accordance with the guidance of PIH Notice 2010-19 and subsequent HUD directives.

E. Verification Methods

1. Enterprise Income Verification

As of January 2010, all housing authorities are required to use HUD's Enterprise Income Verification system to verify tenant employment and income information during mandatory reexaminations of family composition and income.

The EIV System is a web-based application, which provides housing authorities with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

2. Upfront Income Verification (UIV) Using Non-HUD Systems

The verification of income before or during a family reexamination, through an independent source (other than EIV) that systematically and uniformly maintains income information in computerized form for a number of individuals. Housing Authorities are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

3. Written Third Party Verification

An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. The OHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit

notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

4. Written Third Party Verification Form

A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). Housing authorities send the form directly to the third party source by mail, fax, or email. This method is also known as traditional third party verification.

This method is less favored by HUD because the administrative burden and risk associated with use of the traditional third party verification form may be reduced by housing authorities relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

5. Oral Third Party Verification

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. This verification method is commonly used in the event that the independent source does not respond to the OHA's faxed, mailed, or emailed request for information in a reasonable time.

OHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

6. Self Certification/Tenant Declaration

An affidavit or notarized statement from the tenant or family member regarding reported income and/or expenses. This verification method should be used as a last resort when the OHA has not been successful in obtaining information via all other verification techniques. When the OHA relies on tenant declaration, it must document in the tenant file why third party verification was not available.

III. Verification of Family Composition Information

A. Legal Identity and Age

The OHA will require families to furnish verification of legal identity for each household member. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

The following information must be obtained for all household members as applicable, in order to establish legal identity.

1. **Photo Identification** for the head of household and co-head of household (one of the following forms of photo identification only):
 - Driver's license
 - State-issued picture identification
 - Passport
 - Student or Employer identification
 - Other photo identification acceptable to the OHA

2. **Proof of Birth** for all household members (one of the following proof-of-birth documents, which are listed in order of preference, highest to lowest):
 - Original copies of birth certificates
 - Passport
 - Original baptismal record
 - Original INS documents for eligible non-citizens
 - Other records deemed acceptable to the OHA

3. **Proof of Relationships** for minor children or adults in guardianship situations. The following types of documents will be accepted.
 - Original copies of birth certificates
 - Court records of adoption
 - Court records of guardianship
 - Other written and sworn documentation under pains and penalty of perjury, such as a written designation from the minor child's parent. Such documents shall be accepted at the discretion of OHA.

Legal identity will be verified on an as needed basis. If none of these documents can be provided and at the OHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the OHA and be signed in the presence of a OHA representative or OHA notary public.

B. Social Security Number

In accordance with Federal Housing Regulations, found at 24 CFR §5.216, applicants and participants in the Public Housing Program (including each of their household members) are **required to disclose their Social Security Number** (SSN) as a condition of initial or continuing eligibility for participation.

The OHA and the U.S. Department of Housing and Urban Development (HUD) use the SSN (along with the name and date of birth) of an individual to validate identity, obtain employment and income information via computer matching programs and ensure duplicate assistance is not being paid. This ensures that HUD and the OHA can determine compliance with program requirements, and can determine the eligibility and level of assistance a family is eligible to receive.

1. Exceptions to SSN Disclosure Requirement

All applicants and participants (including all household members, regardless of age) must disclose their assigned SSN, **with the exception of the following** individuals:

- a. Existing program participants **who have previously disclosed their SSN**, and for whom **HUD has determined that the SSN is valid**. The OHA will 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.
- b. Existing program participants who are **62 years of age or older**, and **who had not disclosed a valid SSN as of January 31, 2010**.
- c. 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.
 - i. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for assistance and cannot be housed.
 - ii. A family that consists of two or more household members, at least one of which has eligible immigration status, is classified as a mixed family and is eligible for prorated assistance (*See Chapter 2 of this policy*). The OHA may not deny assistance to a mixed family due to nondisclosure of a SSN by an individual who does not contend eligible immigration status.
 - iii. If a member is **exempt from the requirement to provide a SSN because he/she does not contend to have eligible immigration status** and does not have a Social Security Number, he or she must provide either:
 - A written statement from the Social Security Administration documenting the unavailability/non-assignment of a Social Security Number for that applicant or household member; or
 - Signed declaration from the applicant or household member, stating that he/she does not have a Social Security Number, which shall be signed and dated, under penalties of perjury.

2. Acceptable Documentation of SSN

Acceptable evidence of the Social Security Number consists of one of the following:

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

C. Family Relationships

Applicants and program participants are required to identify the relationship of each household member to the head of household.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

1. Marriage

Certification by the head of household is normally sufficient verification. If the OHA has reasonable doubts about a marital relationship, the OHA will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married.

2. Separation or Divorce

Certification by the head of household is normally sufficient verification. If the OHA has reasonable doubts about a separation or divorce, the OHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

3. Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to

support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

4. Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

D. Full-Time Student Status

The OHA requires families to provide information about the student status of all students who are 18 years of age or older. Acceptable verification includes written verification from the registrar's office or other school official, or school records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution

Independent Student

The OHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

- Reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of independent student.
- Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent; or
- Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0.

E. Documentation of Disability

The OHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The OHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The OHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the OHA receives a verification document that provides such information, the OHA will not place this information in the tenant file. Under no circumstances will the OHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability;
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability;
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

1. Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions.

For family members claiming disability who receive disability benefits from the SSA, the OHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system, or HUD's Tenant Assessment Subsystem (TASS). If documentation from HUD's EIV System or TASS is not available, the OHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the OHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the OHA.

2. Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party

verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

F. Verification of Citizenship or Eligible Immigration Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his/her status only once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the appeal hearing is pending. *See Chapter 2 for additional information regarding Eligibility.*

Each family member, regardless of age, must submit evidence to OHA as defined by HUD in 24 CFR §5.508. OHA shall retain photocopies of the documents for its own records and return the original documents to the family. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

1. If the family member is a U.S. citizen:

Verification must include a signed declaration of U.S. citizenship¹. (*This declaration has been incorporated into OHA's application for housing assistance*).

2. If the family member is a non-citizen who is age 62 or older:

Verification must include a declaration of eligible immigration status (*this declaration has been incorporated into OHA's application for housing assistance*), and a "proof of birth" document to indicate age (see above).

3. If the family member chooses not to contend that he/she is a citizen or has eligible non-citizen status:

Verification must include a completed form electing not to contend such status. Additionally, the non-contending member must be listed on a statement of non-eligible family members and the head of household must sign the list.

4. If the family member is a non-citizen student on a student visa:

Non-citizen students on student visas are not eligible for housing

¹ Declaration of U.S. Citizenship and/or Eligible Immigration Status: Each family member who contends that he/she is a U.S. Citizen or a noncitizen with eligible immigration status must submit a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. Citizen or noncitizen with eligible immigration status. For each adult, the declaration must be signed by the adult. For each child, the declaration must be signed by an adult household member who is responsible for the child. **This declaration is incorporated into OHA's application for housing assistance.** See 24 C.F.R. §5.508(c).

assistance despite being in the country lawfully. They may, however, be part of a mixed-household. The non-citizen student **must provide a student visa**, however eligible immigration status will not be verified.

The household member should be listed on the statement of non-contending members but does not need to sign the non-contending declaration form.

5. If the family member is a non-citizen who does not fall into one of the categories above:

Verification must include a signed declaration of eligible immigration status (*this declaration has been incorporated into OHA's application for housing assistance*), a signed verification consent form² **and** the **original** of a document designated by the U.S. Immigration and Naturalization Service ("INS") as acceptable evidence of immigration status in one of the categories listed in 42 U.S.C. §1436a(a). The following are designated as acceptable evidence of eligible immigration status:

- Alien Registration Receipt Card
- Arrival-Departure Record, with one of the following annotations:
 - Admitted as Refugee Pursuant to Section 207;
 - Section 208;
 - Asylum;
 - Section 243(h);
 - Deportation stayed by Attorney General; or
 - Paroled Pursuant to Section 212(d)(5) of the INA.
- Unannotated Arrival-Departure Record, with one of the following:
 - Final court action granting asylum, if no appeal is taken;
 - Letter from INS asylum officer or district director granting asylum;
 - Court decision granting withholding of deportation; or
 - Letter from asylum officer granting withholding of deportation.
- Temporary Resident card, annotated "Section 245A" or "Section 210";

² Verification Consent Form: Each noncitizen who declares eligible immigration status (except certain non-citizens who are 62 years of age or older) must sign a form providing that evidence of eligible immigration status may be released by the responsible entity (without responsibility for further use or transmission of the evidence by the entity) to HUD and the INS. See 24 C.F.R. §5.508(d).

The INS periodically publishes additional acceptable evidence in the *Federal Register*.

After documentation is provided, the OHA will verify eligible immigration status using the INS automated system, *Systematic Alien Verification for Entitlements (SAVE)*. The SAVE system provides Alien Registration Number, Verification Number, First Name, Last Name and Immigration Status Messages.

If this primary verification method fails to verify status, the OHA must request within ten days that the INS conduct a manual search.

Failure to Provide

If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular recertification after June 19, 1995. Housing Agencies that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents

The PHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

IV. Verification of Income

Chapter 6 of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides OHA policies that supplement the general verification procedures specified in Part II of this chapter.

A. Income from Employment

Examples of acceptable methods of verification include:

- Verification through HUD's EIV system or a computer wage reporting system;
- Check stubs or earning statements that indicate the employee's gross pay,

frequency of pay or year to date earnings;

- W-2 forms plus income tax return forms;
- Employment verification form completed by the employer;
- Self-certification and/or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

B. Business and Self-Employment Income

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year.
- If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The OHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the OHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the OHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the OHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

C. Periodic Payments and Payments in Lieu of Earnings

1. Social Security/SSI Benefits

To verify the SS/SSI benefits of participants, the OHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, the OHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the OHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to the OHA.

2. Unemployment Compensation

Acceptable methods of verification include:

- Computer report electronically obtained or in hard copy, stating payment dates and amounts;
- Verification form completed by the unemployment compensation agency.

3. Welfare Payments or General Assistance

Acceptable methods of verification include:

- A written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months;
- PHA verification form completed by payment provider;
- Computer-generated Notice of Action;
- Computer-generated list of recipients from Welfare Department.

4. Recurring Gifts

The family must furnish a notarized statement that contains the following information:

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

D. Alimony or Child Support

The way the OHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be sought in the following order:

- If payments are made through a state or local entity, the OHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.
- Third-party verification from the person paying the support;
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules;
- Copy of the latest check and/or payment stubs;
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

E. Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The OHA needs to verify only those certifications that warrant documentation. The OHA will verify the value of assets disposed of only if:

- The OHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the OHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The OHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the OHA will verify the value of this asset.

F. Net Income from Rental Property

For verification of Net Income from Rental Property, the family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the OHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

G. Retirement Accounts

The type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, the OHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the OHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the OHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

H. Income from Excluded Sources

A detailed discussion of excluded income is provided in Chapter 6. The OHA must obtain verification for income exclusions only if, without verification, the OHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the OHA will confirm that OHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

The OHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, the OHA will report the amount to be excluded as indicated on documents provided by the family.

I. Zero Income

The OHA will check EIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by families claiming to have zero annual income.

In addition, families claiming to have no income will be required to execute an affidavit of non-income.

V. Verification of Mandatory Deductions

A. Dependant and Elderly/Disabled Household Deductions

The dependent and elderly/disabled family deductions require only that the OHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

1. Dependent Deduction

See Chapter 6 for a full discussion of this deduction. The OHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child;
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student.

2. Elderly/Disabled Family Deduction

See Chapter 6 for a full discussion of this deduction. The OHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

B. Medical Expense Deduction

Policies related to medical expenses are found Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part II.

In general, medical expenses will be verified through:

- Third-party verification form signed by the provider, when possible
- If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the OHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The OHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

In addition, the OHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, the OHA will verify:

- The anticipated repayment schedule;
- The amounts paid in the past; and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years.

C. Disability Assistance Expense Deduction

Policies related to disability assistance expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part II.

1. Amount of Expense

Attendant Care

Expenses for attendant care will be verified through:

- Third-party verification form signed by the provider, when possible. The OHA will provide a third-party verification form directly to the care provider requesting the needed information.
- If third-party verification is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source
- If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Third-party verification of anticipated purchase costs of auxiliary apparatus
- If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months
- If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

2. Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The OHA will verify that the expense is incurred for a person with disabilities (See Section III-E, above).

3. Family Member(s) Permitted to Work

The OHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The OHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is

either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

4. Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs claimed must not be reimbursed by another source.

- An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.
- The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

D. Child Care Expense Deduction

Policies related to child care expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part II of this chapter. In addition, the OHA must verify the following.

1. Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The OHA will verify that the child being cared for (including foster children) is under the age of 13.

2. Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

3. Pursuing an Eligible Activity

The OHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

The OHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of

the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the OHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the OHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the OHA any reports provided to the other agency.

In the event third-party verification is not available, the OHA will provide the family with a form on which the family member must record job search efforts. The OHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The OHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

The OHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

4. Allowable Type of Child Care

The OHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

The OHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The OHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

5. Reasonableness of Expenses

The OHA will verify that the type of child care selected by the family is reasonable, as described in Chapter 6.

The actual costs the family incurs will be compared with the OHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the OHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Chapter Eight

CHAPTER 8: TRANSFER POLICY

I. Introduction

It is the policy of the OHA to require or permit resident transfers, within and/or between OHA public housing developments; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the OHA and; when it is to the advantage of the family to permit a properly requested and validated request for transfer. The transfer policy will be carried out in a manner that reinforces OHA's commitment to further the fair housing policies of the State of Nebraska and The United States.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

II. General Transfer Policy

A Transfer application may be initiated by a resident Head of Household occupying a unit under an OHA lease, under certain circumstances identified in Section C of this Chapter. A transfer may also be initiated by the OHA. The OHA will initiate transfers required as a result of: a scheduled capital improvement or building maintenance program; required use of an accessible unit or a unit with adapted features, if needed by another resident or applicant with a disability; over- or under-housed households; unit conditions which seriously endanger health or safety and cannot be repaired in a reasonable period of time or while the unit is occupied; or addition of minor child(ren) to the household at the future date specified by an applicant during the final application process.

III. Eligibility for Transfer

In order to be determined eligible to receive a transfer, residents must submit any and all documentation requested by OHA to substantiate their request, and must be in good standing with the OHA (exceptions to this standard will be made for medical or emergency situations). Any move-out charges will be posted to the new unit.

Except in emergency, medical, or reasonable accommodation situations, a resident in good standing with the OHA is eligible to qualify for transfer when the following requirements have been satisfied by appropriate documentation:

- Must have been a resident for at least one (1) year;
- Current on their scheduled reexaminations to determine rent and eligibility;
- Current in their rental payments and all the terms of their lease including, but not limited to, community service requirements;

- Not currently be under a fourteen (14) day, three (3) day or any other notice to quit or vacate their unit;
- Able to pass a housekeeping inspection; and
- Not have failed a housekeeping inspection in the previous twelve (12) months prior to any requested transfer.

IV. Types of Transfers

OHA has six categories of transfers: **Emergency, Administrative, Incentive, Homeownership, Substantial Cause** and **Resident-Requested**. The various categories are defined and explained below.

A. Emergency Transfers

Emergency transfers are transfers necessary to the health and/or safety of one or more household members. The following are criteria for Emergency Transfers:

1. The current unit has become uninhabitable and immediate relocation is required as a result of the following:
2. Destruction by fire or other disaster;
3. The existence of a major maintenance problem that constitutes a substantial violation(s) of the city or other applicable housing or sanitary code and presents a serious danger to health and safety that cannot be repaired within a reasonable period of time or while the unit is occupied;
4. A household member has a serious, medically verifiable, physical or mental condition that is aggravated by the present housing, such that the condition is life threatening or poses a substantial risk of permanent injury to the household member and can be alleviated only by relocation to another unit;
5. The head or other household member is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion which places him/her in imminent danger and that cannot be expeditiously remedied by any other means available to OHA or the resident;
6. The household needs to be relocated because of a household member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program;
7. The household is severely under-housed, by 3 or more persons in a bedroom;

8. The transfer requested is for a person with a disability who requires reasonable accommodation to address dire circumstances posing serious and direct threat to health, life or safety which can only be alleviated by relocation to another unit (the resident shall provide documentation of the disability and how the transfer will reasonably accommodate the disability);
9. If a household is required to vacate or move from their unit in order to make their current unit available to person who qualify for an emergency transfer as defined herein; or in order to make their current unit available to a person who is ranked higher on the transfer list and there are no vacant units available; or
10. When current housing unit has been approved for demolition, disposition, scheduled to be modernized and/or significantly remodeled. Moving or relocation assistance will be offered in accordance with HUD or other applicable guidelines

B. Administrative Transfers

Administrative transfers are those transfers made for the following reasons:

1. The unit is located in a building or section of building scheduled for capital improvement pursuant to a funded capital improvement program or other major rehabilitation effort.
2. The transfer is required to permit occupancy of an accessible unit or unit with adapted features by another resident or an applicant with a disability.
3. A transfer is required to permit work required for a maintenance or repair problem that cannot be repaired while the unit is occupied. The resident may be returned to the same unit if the unit is of the appropriate size, following completion of the maintenance or repairs.
4. If the household is over-housed by one (1) or more bedrooms.
5. If the household is under-housed.

C. Incentive Transfers

The purpose of the Incentive Transfer program is to provide the opportunity to live in a single-family home or other OHA owned and operated unit on a scattered site to those qualifying tenants of OHA: who have properly, conscientiously, and consistently performed those duties required of a tenant under lease with the OHA; who have acted as a role model for other tenants; who possess the desire and capacity for upward mobility; and who meet the eligibility standards set forth above in this chapter and further below in this section.

Tenants who wish to participate in the incentive transfer program must (in addition to meeting the eligibility requirements for transfer set forth above in section B of this chapter) meet the following additional eligibility requirements during the transfer process and are expected to maintain these eligibility standards thereafter:

Demonstrate a positive and timely rent-paying history (i.e., tenant does not owe back rent or other charges, and has a history of prompt rental payments for a period of one (1) year, and is current on all payment obligations) and EIV report validates income information;

Have a good housekeeping record. Have satisfactorily passed all housekeeping inspections for a period of one (1) year prior to the application for Incentive Transfer;

The head of household and/or spouse and/or other adult family members have maintained part or full time employment for a period of one (1) year prior to the transfer application. (Retirement and/or Disability payments will be considered as employment)

Satisfactorily complete OHA's resident maintenance course, or other OHA-approved training course, within twelve months of the date of the transfer request, prior to being granted the Incentive Transfer, or within 60 days of the transfer, whichever is sooner.

Resident requests for incentive transfers should be made to the resident's Site Manager. Site Managers may also recommend a resident for an incentive transfer.

Residents will be informed of opportunities to participate in OHA's Incentive Transfer Program and the eligibility requirements for participation. New residents will be given this information during their orientation, and information about this program will be posted in all Site Management offices.

D. Homeownership Transfers

Homeownership transfers may be granted in certain limited conditions, to residents who are participating in OHA's Homeownership Program. This type of transfer has been developed to allow certain families to move into the unit they plan to purchase. A homeownership transfer may be granted **only if** the household meets the following criteria:

- The resident must be participating in OHA's Homeownership Program; **and**
- The resident must be in compliance with all requirements of OHA's Homeownership Program Policy; **and**
- The resident must meet all requirements for purchasing a home under

OHA's Homeownership Policy, and must meet any other OHA obligation applicable to homeownership; **and**

- The resident must show proof that they have secured financing for the home they plan to purchase.

E. Substantial Cause Transfers

Substantial Cause transfers are those transfers made for the following reasons:

1. A household member has a reasonable accommodations request not qualifying under the OHA Reasonable Accommodations procedure or a reasonable accommodations request that does not qualify as an Emergency Transfer as set forth in section IV-A of this chapter.
2. A Household Member has a serious medical condition that does not qualify as a condition as set forth in section IV-A of this chapter.

F. Resident-Requested Transfers

In certain cases, residents seeking transfers may require special consideration regarding their transfer. This consideration may be essential to address a particular verifiable need with respect to housing accommodations or to avoid a verified hardship. If the OHA determines, after reviewing the request for such consideration and the documentation submitted in support of it, that the applicant or transfer-applicant qualifies for such consideration, he/she will be approved for an assignment for Good Cause (as defined in section D, below). Residents requesting a Resident-Requested Transfer must submit a non-refundable \$25.00 fee with their request application.

V. Good Cause Standard

“Good Cause” is to be defined, for purposes of this chapter, as a set of standards used by OHA to determine the need for transfer in order to avoid a verifiable hardship. The basis for the transfer must be reliably documented and cannot result in discrimination on the basis of race, color, sex, sexual orientation, ethnicity, religion or national origin or handicap or disability. Good cause shall be the basis to approve a Resident-Requested Transfer or to determine if a resident's rejection of a transfer unit is acceptable.

Examples of “Good Cause” for which OHA would approve a Resident-Requested Transfer include, but are not limited, to the following:

- Live closer to a place of employment; or
- Live closer to a relative who will care for children of a working parent; or
- Live closer to a required medical treatment center; or

- Live in areas providing more opportunity for economic self-sufficiency.

Examples of “Good Cause” for refusal of a unit offer include, but are not limited to, the following:

- The unit has serious defects that are revealed during the move-in inspection;
- Inaccessibility to source of employment, education, or job training, children’s day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to the OHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under age six.

The OHA will require documentation of good cause for unit refusals.

VI. Verification of Reason for Transfer

OHA will, in most circumstances, require documentation or other evidence to evaluate and substantiate a transfer request. Residents may be asked to provide reliable documentation of the reasons for a transfer. Such verification may include, but is not limited to, the following items:

- A letter(s) from qualified healthcare provider describing a transfer applicant’s physical or mental condition and specifying housing conditions required on account of the condition;
- For reasonable accommodation requests, reliable documentation from a Qualified Healthcare Provider or professional non-medical service agency whose function it is to provide services to the disabled should verify that the transfer applicant or a member of his/her Household is disabled under the applicable

definitions in Federal and State law, and describe the limitations attributable to the disability. Documentation must describe how the accommodation being requested will overcome or alleviate those limitations;

- Police reports;
- Copies of restraining orders or other appropriate court orders;
- Information on maintenance conditions;
- Documentation to show “Good Cause” to move to or from a certain part of the City of Omaha, or a certain type of unit; or
- Any other documentation that provides the OHA with evidence that the request for a transfer is based on fact and meets the transfer criteria.

VII. Denial of Transfer Requests

In all instances, transfer approval shall be denied if the resident does not provide appropriate documentation to substantiate the transfer request; or if the OHA determines that the resident, other household member, or guest was the cause of the situation resulting in the need for transfer unless the existing condition of the unit makes it uninhabitable, in which case any approved transfer may be under a temporary occupancy agreement.

VIII. Consequences of Rejection of Approved Transfer

Residents will receive one offer of a transfer.

When the transfer is required by OHA:

- Refusal of that offer without good cause will result in lease termination. If a household that is required to move refuses the offered unit, OHA will evaluate the reason for the refusal and determine if it is one of good cause.
- If it is determined that there is no good cause, OHA will begin lease termination proceedings.

When the transfer has been requested by the resident:

- Refusal of the offer without good cause will result in the removal of the household from the transfer list, and the family must wait twelve (12) months to reapply for another transfer (the family will remain in its unit).
- If the resident refuses for good cause, supporting documentation must be provided within ten (10) days to allow the family to remain on the transfer list (the family will remain in its unit until another unit is offered that meets the family’s needs).

IX. Moving Costs

OHA will bear the reasonable costs of all accessibility transfers that OHA requires, except that residents will be required to bear the cost of occupancy-standards transfers. The OHA will bear the reasonable transfer-related costs for a resident transferring to another unit as a reasonable accommodation and/or due to a disability-related need. The reasonable costs of transfers include the cost of packing, moving, and unloading. The OHA will reimburse the family for eligible out-of-pocket moving expenses up to the OHA's established moving allowance.

X. Security Deposits

Security deposits will be updated and additional deposits may be due and payable at the time of transfer, based on the current Total Tenant Payment (TTP) or Flat Rent amount of the new unit.

The resident will be billed for any charges that occur as a result of the resident moving out of the unit. The office of the gaining development is responsible for collecting any maintenance charges due the OHA.

A transfer between developments will not be considered a move-out.

XI. Processing Transfers

The OHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Within each category, transfer applications will be sorted by the date the request is received from the resident. Resident-Requested Transfers will be processed in a manner that will not affect vacancies. Based on OHA's overall vacancy rate, and/or recommendations from staff, the Executive Director may authorize suspending the processing of Resident-Requested Transfers.

Transfers will be processed in the following order:

The following transfers **will take priority** over new admissions.

- Emergency transfers as defined section C of this chapter
- Incentive Transfers
- Homeownership Transfers
- Substantial cause transfers

The following transfers **will not take priority** over new admissions.

- Administrative transfers

- Resident-Requested Transfers

Within each category, transfers will be processed in order of the date the family requested the transfer, starting with the earliest date.

With the approval of the Executive Director, the OHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority necessary to allow the OHA to meet the demolition or renovation schedule.

A. Transfer Request Procedure

A household requesting a transfer to another unit will be required to submit a written request for transfer in a form to be provided by OHA.

In case of a reasonable accommodation transfer, the OHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the OHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted by the resident or anybody acting on his/her behalf. In this instance, OHA staff will document the request and commence the Reasonable Accommodation Process.

The OHA will respond by reviewing the transfer and adding the Household on the transfer list, by denying the transfer, or by requiring more information or documentation from the family. If the family does not meet the eligibility requirements for its transfer request, the manager will address the problem and, until resolved, the request for transfer will be denied.

Residents living in a development that has been awarded a Hope VI Revitalization or Demolition Grant must comply with any relocation plan written specifically for said development.

Wherever possible, in the case of an Administrative Transfer, the same type of housing a resident is currently residing in will be offered.

The original transfer request is placed in resident's file and copy is sent to designated OHA staff for placement on the Public Housing Transfer Waiting List. Name is placed on list by priority of transfer, bedroom size and date/time of request. Notification is sent to resident when they are placed on the transfer list.

The resident will be informed of the security deposit procedure and other eligibility requirements.

If the transfer request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity to appeal the denial as outlined in the Tenant's Grievance Procedure.

NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

B. Rent Adjustments of Transferred Residents

Residents who have had a change in income since the last re-examination will have their rent set at the applicable amount beginning with the first day of the new lease.

C. Amendment of Lease and Reexamination Date

At the time of the transfer of a family from one unit to another, the lease will be amended by addendum or the family will be required to sign a new lease (with no change in reexamination date);

The date of the transfer does NOT change the re-examination date. The losing development will send the family's file to the gaining development once it has been notified that the family has accepted the unit and before the family is leased up.

D. Lease Orientation and Briefing Session

All adult members of the family (18 years of age and older) shall participate in a lease orientation and briefing, in which OHA staff will present information about various issues pertaining to the lease and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. For more information regarding the session, and consequences for failure to attend, see Chapter 9.

Chapter Nine

CHAPTER 9: LEASING

I. Introduction

It is the OHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with requirements set forth in HUD regulations. The public housing lease is a legal contract between the Omaha Housing Authority and the resident. Much of the lease is governed by HUD regulations set forth in 24 CFR Part 966. This Chapter describes pre-leasing activities and the OHA's policies pertaining to lease execution, payment of rent, security deposits and other charges, and lease amendment, modifications and terminations.

II. Term of the Lease

The initial term of the lease will be for twelve (12) months. The lease will renew automatically for twelve-month terms except when the family has not complied with community service requirements, as described in Chapter 16 of this Policy.

Because the lease automatically renews for terms of twelve (12) months, an annual signing process is not required.

III. Lease Orientation and Briefing

Effective January 1, 2010, **prior to the signing of the lease or within 30 days of signing the lease**, all adult members of the family (18 years of age and older) shall participate in a lease orientation and briefing, in which OHA staff will present information about various issues pertaining to the lease and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups.

At the lease orientation and briefing, the OHA must ensure effective communication in accordance with all applicable legal requirements, and must ensure that the briefing site is accessible to individuals with disabilities. **Tenants with disabilities have the right to request a reasonable accommodation** to allow them to participate in the session, or to make alternative arrangements. Briefings will be conducted in English; however, the **OHA will provide translation services to families with Limited English Proficiency (LEP)** in accordance with its LEP policies and procedures. For a more thorough discussion of accessibility requirements, reasonable accommodation policies and procedures, and OHA's LEP policies, refer to Chapter 1.

A. Orientation Agenda

Representatives of the OHA's Property Management, Administrative Services, Legal, Public Safety, Finance, and Program Integrity Departments will attend the briefing and highlight key requirements related to their specific departments. Topics to be discussed may include, but shall not be limited to:

- Criminal and disruptive activity;

- Resident responsibility for visitors;
- Unauthorized houseguests;
- Reasonable accommodations and accessibility;
- Proper reporting of changes in income and composition;
- Community service requirements;
- Housekeeping and the Resident Preventative Maintenance Program;
- Unit maintenance and work orders;
- Applicable deposits and other charges;
- Family choices of rent;
- OHA's Family Self Sufficiency and Homeownership Programs; and
- Orientation to the community.

B. Orientation and Briefing Packet

When families attend the lease orientation and briefing, they will be provided with a briefing packet containing pertinent information and announcements of upcoming events and classes.

C. Notification and Attendance

At some point while the family is on the Public Housing waiting list, OHA will send notice of the requirement to attend the Lease Orientation and Briefing. The notice will identify **who is required to attend** the briefing, as well as the **date and time** of the scheduled briefing. In general, the briefing will be scheduled **before the family signs the lease** and moves into the unit. In certain limited cases, the briefing may be conducted **up to thirty (30) days after** the lease signing and move-in.

If the family **has not yet signed the lease** and **fails to attend the briefing**, the family will be withdrawn from the Public Housing waiting list in accordance with Chapter 4 of this Policy.

If the family **has already signed the lease** and **fails to attend the briefing**, the OHA will follow procedures for termination as described in the lease. Most often, this will result in the OHA issuing an eviction notice, stating that if the family does not cure its noncompliance within 14 days, they will be evicted.

Exceptions to the attendance requirement, scheduled viewing of a videotaped briefing session or other alternative scheduling arrangements may be allowed in

limited situations and at the discretion of the OHA if the family is able to document an emergency situation that will prevent (or has prevented) an adult family member from attending.

IV. Move-In Inspections

The lease **shall not be signed until the dwelling unit has been inspected** and documented to be in a safe, decent and sanitary condition. The move-in inspection will be conducted, by the OHA and the tenant or his/her representative, in accordance with the procedures described in Chapter 11 of this Policy. OHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by OHA's staff and the tenant, and a copy shall be retained in tenant's folder.

Any defects discovered during the move-in inspection will be corrected within thirty (30) days of move-in, at no charge to the tenant. Applicants have the right to refuse a unit with serious defects as a "good cause refusal," and will not lose their position on the waiting list. *(See Chapter 4 of this Policy).*

V. Execution and Amendment of the Lease

The lease shall be executed by the head of household, spouse, and co-head and by an authorized representative of the OHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the OHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current OHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants;
- The "One Strike and You're Out" Policy and OHA Rules of Occupancy are considered part of the lease and shall be executed in the same time and in the same manner;
- At the time of the transfer of a family from one unit to another, the lease will be amended by addendum or the family will be required to sign a new lease (with no change in reexamination date);
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by addendum, or the family will be required to sign a new lease;

- If an adult member is added to the household, the lease will be amended by addendum, or the family will be required to sign a new lease (**all additions to the household** are processed according to the procedures described in Chapter 12 of this policy and are subject to the eligibility criteria set forth in Chapter 2 of this policy);
- Lease signers must be persons legally eligible to execute contracts (18 years of age, under Nebraska law¹);
- The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit;
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the OHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice;
- Households that include a Live-In Attendant (who is not a member of the assisted family) will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to OHA assistance;

VI. Security Deposits

New tenants must pay a security deposit to the OHA at the time of admission. The amount of the security deposit will be equal to the amount of the Total Tenant Payment (See Chapter 6 of this Policy), or \$100, whichever is greater.

The OHA may permit installment payments of security deposits. However, no less than \$50 of the required deposit must be paid before occupancy. The remainder of the deposit must be paid within 365 days.

The OHA will hold the security deposit for the period the tenant occupies the unit. The OHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

Within **fourteen (14) calendar days** after the tenant vacates the unit, returns all keys to OHA management, and provides a forwarding address to OHA management, the OHA will refund the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid rent;
- Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;
- Other charges due under the Lease.

¹ Neb. Rev. Stat §43-2101, as amended March 3, 2010.
Rev. 4/2010

If the tenant disagrees with the amount charged to the security deposit, the OHA will provide a meeting to discuss the charges.

If the tenant **transfers** to another unit, the OHA will transfer the security deposit to the new unit, less any charges related to the former unit.

In the event of the former tenant's **incapacitation or death**, the OHA will refund the security deposit to tenant's designee, and provide to him/her a written list of any charges against the security deposit.

VII. Payment of Rent:

The tenant rent is due and payable at the location, date and time designated in the Lease Agreement.

If the tenant fails to make payment by the due date designated in the Lease, a late fee of the amount specified in the Lease will be charged to the tenant's account, and a legal eviction notice will be issued to the tenant, demanding payment in full or the surrender of the premises within fourteen (14) days.

The OHA will always consider the rent unpaid when a check is returned as "non-sufficient funds" (NSF) or when a check is written on a closed account.

VIII. Other Charges:

In addition to rent, Tenant is responsible for the payment of certain other charges specified in the Lease. Examples of such charges include (but are not limited to) maintenance charges (*see also Chapter 11 of this Policy*) and other charges for negligent or intentional damage to the dwelling unit, excess utility charges, appliance charges, and installation charges for tenant-supplied air conditioners.

The type(s) and amounts of charges for utilities/excess utility usage and appliances are specified in Part 2 of the Lease Agreement. Schedules of special charges for services, repairs and utilities shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

IX. OHA Modifications to the Lease Form:

The OHA may modify its Public Housing Lease from time-to-time, in accordance with HUD regulations.

If the OHA proposes modifications to the lease, residents and resident organizations will be provided **at least thirty (30) days written notice** of the reason(s) for any proposed modifications or revisions, and will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be **either**:

- Mailed to each tenant directly; or

- Posted in OHA's central office, and in at least three (3) conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

After the modified lease has been presented for tenant comment as described above, and approved by the OHA's Board of Commissioners, each family will be notified that **it must sign the revised lease**, and that (pursuant to HUD regulations) failure to accept such revision constitutes good cause for termination of the existing lease.

X. Lease Terminations:

The OHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations and the terms of the lease, or for other good cause. The tenant/family may terminate the lease at any time by giving appropriate notice as discussed below and in the Lease Agreement.

Notices (by both OHA and the tenant) shall be delivered according to the procedures described in the Lease Agreement.

A. Termination by the Tenant:

The tenant may terminate the lease at any time by providing the OHA with **30 days written notice** according to the procedures described in the lease agreement.

Tenant notices to OHA must be in writing, delivered to the project office or to OHA's central office, or sent by prepaid first-class mail, properly addressed. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned

B. Termination by the OHA:

The OHA may terminate the lease for serious or repeated violation of material terms of the lease, or for other good cause. The OHA must provide written notice of termination to the tenant, according to the procedures described in the lease and below.

1. Material Violations or Other Good Cause – Examples:

Examples of material violations of the lease and other good cause for termination of tenancy by the OHA include (but **are not** limited to) the following:

- Failure to pay rent or other charges due under the Lease, or repeated late payment of rent;
- Criminal activity, drug-related criminal activity, or *any* activity that threatens the health, safety and welfare of OHA residents, employees or any other persons on, or in the immediate vicinity of, the premises;

- Disturbing the peaceful enjoyment of OHA residents, employees or any other persons on, or in the immediate vicinity of, the premises;
- Alcohol abuse that the OHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Failure to abide by necessary and reasonable rules made by the OHA for the benefit and well being of the housing project and the Tenants;
- Misrepresentation of family income, assets or composition, or any other material false statements or fraud by the tenant in connection with the program;
- Failure to supply information or documentation regarding family income or composition as required by the lease and Chapter 12 of this policy;
- Discovery after admission of facts that made the tenant ineligible;
- Discovery of material false statements or fraud by the tenant in connection with his/her application for assistance;
- Providing accommodation to long term guests (in excess of 14 days) without the advance written consent of OHA;
- Failure to comply with housekeeping standards and/or maintain the premises in a decent and safe condition;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to accept OHA's offer of lease modification or revision, as described above; or
- Violation of any other Lease provision or other good cause.

Under the lease, residents are held strictly responsible for the conduct of their visitors, guests, invitees or any persons under their control. This applies whether or not the resident knew of the prohibited conduct by such persons.

2. Notice Timing and Requirements:

OHA shall give written notice of the proposed termination of the Lease of:

- Fourteen (14) days in the case of failure to pay rent;
- Three (3) days for criminal activity or any activity that threatens the

health, safety and welfare of other residents, OHA employees or persons residing in the immediate vicinity of the premises;

- Fourteen (14) days if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months;
- Thirty (30) days in any other case.

The notice of termination to the tenant shall state specific reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine OHA documents directly relevant to the termination or eviction.

When OHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with OHA's grievance procedures.

OHA notices to the tenant must be in writing, delivered to tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to the tenant. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

If Tenant is visually impaired, all notices must be in an accessible format.

C. Death of Head-of-Household:

When the head-of-household dies and there are no lease signators remaining in the household, **the lease shall terminate automatically and immediately**. If a lease signator (such as a spouse or partner) remains in the household, the lease shall not terminate automatically, however the family will be required to sign a new lease agreement within thirty (30) days to remove the deceased tenant and designate a new head-of-household.

1. **Other Remaining Family Members:** Remaining members of the deceased tenant's family who are not signators on the prior lease agreement may qualify to retain the unit under the procedures for residual tenancy described in Chapter 12 of this Policy.

Pending a decision on the request for residual tenancy status, the residual tenancy applicant will be required to pay a **monthly use and occupancy charge** for the unit, which will be calculated pursuant to applicable policies and regulations. If the residual tenancy applicant is approved to assume the role of head-of-household under residual tenancy procedures, a **new Lease Agreement must be signed** by all new adult household members.

2. **No Remaining Family Members:** In the event that the tenant dies leaving no family members in the unit (or no members who wish to retain the unit),

no rent shall accrue from the point of the tenant's death, and OHA shall have the right to take possession of the unit.

When no family members remain in the unit, property will be held according to the procedures described below and in the Lease. The OHA will notify the resident's designee of how he or she may reclaim the tenant's property and any remaining security deposit. The OHA's sole interest is to turn the tenant's personal property over to the designee as soon as possible so that the apartment can be re-rented. OHA makes no warranty or representation that it is acting as an administrator of a decedent's estate, and takes no responsibility for such administration.

D. Abandonment:

Whenever rent has been unpaid for at least thirty (30) consecutive days and the OHA reasonably believes that the resident household has abandoned the unit, OHA will issue a Notice of Belief of Abandonment. If such Notice is unanswered by the tenant, the Lease shall terminate and the OHA shall have the right to take immediate possession thereof.

See Ch. 12 of this Policy for further discussion of family absences from the unit.

XI. Disposition of Property:

If a tenant's personal property is not removed from a dwelling unit at the time of the termination of the lease, or upon death or abandonment of the dwelling unit, the OHA will hold such property for forty-five (45) days as required by the Nebraska Housing Agency Act. The OHA may keep the property in the tenant's former unit, or may remove it and store it in a secure location at the former tenant's risk and expense.

If the tenant or his/her designee has not reclaimed the property within forty-five (45) days, the OHA may dispose of the personal property in any manner which it deems fit; except, in no case shall any employee or relative of an employee of the housing agency take ownership of such property. Under state law, there is no cause of action against the OHA for removal or disposition of property according to these procedures.

Chapter Ten

CHAPTER 10: PET POLICY

I. Introduction

The Department of Housing and Urban Development (HUD) gives Public Housing Agencies the discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains OHA's policy on the keeping of pets and any criteria or standards pertaining to that policy.

The Pet Policy found in this Chapter applies to all OHA projects (*subject to the exclusions described in Section II, below*) and is intended to comport with the requirements of federal law and regulations relating to elderly/disabled projects; as well as federal law and regulations relating to general occupancy projects.¹

The Pet Policy is designed to permit pet ownership among OHA residents, subject to certain reasonable limitations. All restrictions described herein are related to OHA's interest in providing a decent, safe and sanitary living environment for all tenants; protecting and preserving the physical condition of the property; and protecting its financial wellbeing.

The OHA shall not discriminate against an applicant or resident, with regard to admission or continued occupancy, by reason of the person's ownership of common household pets or the presence of such pets in the dwelling unit (*enforcement of the reasonable rules contained in this Pet Policy is not discrimination*). Nothing in this policy authorizes OHA to limit or impair the rights of persons with disabilities.

II. Exclusions from Policy – Assistance Animals

Assistance animals that are necessary as a reasonable accommodation to assist, support or provide service for persons with disabilities **are not considered pets**, and are not subject to the OHA Pet Policy.

Assistance animals are animals that work, provide assistance or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals ("service animals," "support animals," or "therapy animals") perform many disability-related functions, including (but not limited to) the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;

¹ Two different sections of law and regulation govern how a Public Housing Agency develops and administers its pet policies. Section 227 of the *Housing and Urban-Rural Recovery Act of 1983* and 24 C.F.R. §§5.300-5.327 and §5.380 apply to projects designated for elderly and disabled residents. Section 31 of the *United States Housing Act* and 24 C.F.R. 960. §§701-707 apply to general occupancy projects. OHA has chosen, for the sake of clarity and uniformity, to implement one policy for both types of projects. This single policy seeks at all times to adhere to the more detailed and/or stringent of the requirements found in the law and regulations.

- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

The OHA shall not refuse to allow a person with a disability to have an assistance animal solely because that animal does not have formal training. There must simply be a relationship between the person's disability and his or her need for the animal.

All requests for assistance-animals as reasonable accommodation will be processed according to OHA's Reasonable Accommodation Policy (*See Chapter 1, Section III*). Residents are responsible for providing certain information necessary to verify such requests. A **reasonable accommodation will be granted** to allow an assistance animal upon verification that it **meets the need presented by the disability, unless:**

- There is reliable, objective evidence that the animal poses a **direct threat to the health or safety of others** that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable, objective evidence that the animal would cause **substantial physical damage to the property of others**;
- The presence of the assistance animal would pose an **undue financial or administrative burden** to OHA;
- The presence of the assistance animal would **fundamentally alter the nature of OHA's services**.

This policy does not affect any authority that OHA may have to regulate assistance animals under federal, state or local law.

III. Pet Ownership in Public Housing

Residents of OHA Public Housing may own one or more common household pets, or have one or more common household pets present in their dwelling units, subject to the following policies and restrictions.

A. OHA Management Approval and Registration

All pets must be approved by OHA management before they are brought onto the premises. In order for **any pet** to be approved, the resident must provide the

name, phone number and address of two responsible parties able to care for the pet if the owner is unable to do so.

Additionally, all dogs and cats must be registered according to the procedures described herein. Registration of a dog or cat requires verification of information, execution of a Pet Agreement, and payment of a Pet Deposit. Additionally, residents living in Scattered Site units must pay a one-time Nominal Fee (as described below).

1. Verification of Information (Dog or Cat Only)

The resident must provide the following in connection with registration:

- Certification signed by a licensed veterinarian or state/local authority, proving that the dog or cat has received all inoculations required by state or local law, and that the dog or cat has no communicable disease(s) and is pest-free;
- Certification that the dog or cat is spayed or neutered;
- Information to identify the dog or cat, including two pictures (these may be taken by OHA at the time of registration);
- Name, phone number and address of two responsible parties able to care for the dog or cat if the owner is unable to do so.

OHA may request additional documents or information, according to the circumstances. Registration information will be updated annually.

2. Pet Agreement (Dog or Cat Only)

Registration of a dog or cat will require the resident to execute a Pet Agreement with OHA. The Pet Agreement shall state (among other things) that the resident agrees to comply with all OHA policies concerning pets; and that he/she acknowledges complete responsibility for the care and cleaning of the dog or cat.

3. Pet Deposits (Dog or Cat Only)

The resident wishing to register a dog or cat shall be required to pay a refundable deposit of for the purpose of defraying all reasonable costs directly attributable to the presence of that animal. The Pet Deposit amount shall be **\$100** for residents living in **Tower properties**, and **\$200** for residents living in **Scattered Site Properties**. The Pet Deposit shall be paid prior to the date the pet is properly registered and brought into the apartment. The OHA shall comply with all applicable state or local law with respect to the Pet Deposit.

The OHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. No refund of the Pet Deposit will be made until Tenant has vacated and the dwelling unit has been inspected by OHA.

In the event of the incapacitation or death of a tenant, the PHA will return the Pet Deposit to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The OHA will provide the tenant or designee identified above with a written list of any charges against the Pet Deposit. If the tenant or designee disagrees with the amount charged to the pet deposit, he or she may appeal under the Tenant Grievance Procedure.

The OHA reserves the right to change or increase the required deposit by amendment to these rules; however, the required deposit shall not be an unreasonable amount.

Pet Deposits are not a part of rent payable by the resident, and shall only be applied to pet-related charges incurred when the tenant vacates the unit. The tenant **will be billed separately for any maintenance-related charges incurred during tenancy.** *See Section III-K, below.*

4. **Nominal Fee (Dog or Cat Only – Scattered Sites Only)**

Residents of Scattered Site units who wish to register a dog or cat must pay a **one-time non-refundable nominal fee of \$100²** to cover the reasonable operating costs to those properties relating to the presence of dogs and cats. This nominal fee shall be charged in addition to the Pet Deposit, and will not cover any maintenance-related charges that may accrue later (*maintenance charges are billed according to Section III-K, below*).

5. **OHA Refusal to Approve or Register**

If the OHA refuses to approve or register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall advise the tenant of his/her right to appeal under the Tenant Grievance Procedure.

The OHA will refuse to approve or register a pet if:

- The pet is not within one of the types of common household pets allowed under this Pet Policy (*see Section III-B, below*);
- A dog or cat owner fails to provide complete registration information,

² This requirement applies to OHA Scattered Site units only. All of OHA's Scattered Site units are designated for **general occupancy** (*not for elderly/disabled occupancy as described in 24 C.F.R. §5.309(C)(2)*). Thus, although a particular tenant of a Scattered Site unit may be elderly and/or disabled, these properties are governed by 24 C.F.R. §960.701 et. seq.

sign a Pet Agreement, or pay any required deposits and/or fees;

- A dog or cat owner fails to update the registration annually;
- The OHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules as defined in this Pet Policy, and/or other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The OHA **will not** refuse to register a pet based upon the determination that the pet owner is financially unable to care for the pet.

B. Types and Numbers of Pets Allowed

No types of pets other than the following common household pets may be kept by a resident. Tenants are not permitted to have more than one *type* of pet.

1. Dogs (Designated Sites and Developments Only)

Maximum number: One

Maximum adult weight: 25 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State and local law
Allowed in Towers and designated Scattered Site units ONLY, subject to certain restrictions – See Section III-C, below

2. Cats

Maximum number: One

Must be declawed

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State and local law

3. Birds

Maximum number: Two

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 20 gallons

Must be maintained on an approved stand

5. Rodents (Guinea pig, hamster, or gerbil ONLY)

Maximum number: Two

Must be enclosed in an acceptable cage at all times

Must have all inoculations required now or in the future by State/local law

Limits on numbers of pets will be strictly enforced. If an approved pet gives birth to a litter, the resident must remove all pets in excess of the maximum allowable number (*i.e. if a resident has one hamster who gives birth to a litter, the resident may keep one additional hamster, so long as he/she gains OHA approval for the additional hamster according to the Pet Policy*).

C. Restrictions on Dog Ownership

Dogs may only be kept in Towers, and/or in designated Scattered Site dwelling units with an enclosed yard space. As with other animals, dogs may not be tethered or chained outside the dwelling unit.

Dogs will not be permitted in units where backyard fencing is inadequate to keep dogs inside. Dogs will not be permitted in units where backyard fencing is inadequate to prevent a small child from entering the yard, or putting a hand, arm, or leg through the fence.

Certain dog breeds are not allowed, based on OHA's determination that they have a propensity to be vicious and/or intimidating. Such prohibited breeds include:

- Pit Bull Terrier, Rottweiler, Chow, Boxer, Doberman, Dalmatian, German Shepherd.

D. Temporary Care and Keeping of Pets

Pets that are not owned and properly registered by an OHA tenant are not allowed on the premises. Residents may not keep or care for any pet that is not properly registered with the OHA. In addition, residents may not feed or harbor stray animals.

Any resident who wishes to temporarily care for the properly-registered pet of another OHA resident must notify the OHA and agree in writing to abide by all rules set forth in this Pet Policy.

E. Pet Area Restrictions

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and must be under the control of the resident or other responsible individual at all times.

An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area will be identified in pet agreement. Residents may not exercise pets or permit pets to deposit waste on the project premises outside of the areas designated for such purposes.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. In addition, pets are not permitted in OHA playgrounds, day care centers, management offices, community centers and/or recreation center areas.

F. Restriction on Alterations to the Unit

Residents shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is expressly prohibited.

G. Noise Restrictions

Residents must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of the building or premises. Such noise includes, but is not limited to, loud and/or continuous barking, howling, yelping, whining, biting, scratching, chirping, or other such activities.

H. Pet Care Requirements

All residents shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 12 hours.

In conjunction with general notice of absence required by the Lease Agreement, if a pet owner will be absent from his/her unit, he/she must provide name and phone number for person(s) caring for the pet(s).

Residents must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must agree to exercise courtesy with respect to other residents.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.

No animals may be tethered or chained outside or inside the dwelling unit.

I. Cleanliness Requirements

The pet owner must comply with all requirements of his/her lease agreement,

the OHA Rules of Occupancy, and any other reasonable OHA rules regarding care and cleanliness of the unit. All residents are required to maintain the unit in a decent and sanitary condition at all times. In addition, pet owners must abide by the following cleanliness requirements:

- Pet owners shall take adequate precautions to eliminate any animal or pet odors within or around the unit.
- Pet owners shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing it in an appropriate trash receptacle or dumpster
- Litter boxes shall be stored inside the resident's dwelling unit. All animal waste and/or litter from litter boxes shall be picked up and/or emptied daily by the pet owner, placed into a sealed plastic bag, and disposed of in an appropriate trash receptacle or dumpster. Litter and/or animal waste shall not be disposed of by being flushed through a toilet.

J. Pet Inspections

Upon reasonable notice to the tenant (of no less than 48 hours), the OHA may enter and inspect the premises during reasonable hours, to determine whether the resident is compliant with the Pet Policy.

In addition, the OHA shall have the right to enter a pet owner's dwelling unit *without notice*, in situations deemed to be an emergency. Examples of such emergencies are: situations in which there is evidence that an animal is in danger or distress, or that an animal is creating a nuisance or threat to others.

K. Costs Incurred During Tenancy

The Pet Deposit (and/or Nominal Fees) **will not** be used to pay **maintenance-related charges** incurred while the tenant occupies the dwelling unit. Such charges will be billed separately to the tenant at the time of occurrence, according to OHA's general policy for maintenance charges (described in the tenant's Lease Agreement).

According to OHA's Public Housing Lease, maintenance charges shall include all reasonable expenses incurred by the OHA as a result of damages directly attributable to the negligence or intentional misconduct of the resident. In the case of pet owners, such charges may include, but not be limited to: the cost of repairs and/or replacements to the tenant's unit or the premises; and/or the cost of fumigating the tenant's unit or flea deinfestation.

L. Emergencies

The OHA will take all necessary steps to insure that pets that become vicious,

display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Additionally, if the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. This includes situations in which pets are poorly cared for or have been left unattended for over 12 hours. If the responsible party is unwilling or unable to care for the pet, or if the OHA after reasonable efforts cannot contact the responsible party, the OHA may contact the appropriate State or local agency and request the removal of the pet.

If it is necessary for the OHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

IV. Violations of Pet Policy

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the Pet Policy will be grounds for termination of the tenant's lease. Additionally, OHA may revoke its authorization for a particular pet any time if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this Policy.

Accordingly, when violations occur, OHA shall have the discretion to take appropriate and reasonable action. Such action may include (but is not limited to):

- Issuing a **Resident Infraction Notice**, including a brief description of the factual basis for the determination and the rule(s) that were violated. Pursuant to the Infraction Notice, the resident will have 14 days to bring his/her pet into compliance with the rules or face lease termination or mandatory removal.
- Issuing a **Notice of Lease Violation** (14/30 Notice) according to the procedures described in the Lease Agreement, and including a brief description of the factual basis for the determination and the rule(s) that were violated. Pursuant to the Notice of Lease Violation, the resident will have 14 days to cure the violation as OHA prescribes (by either removing the pet or bringing it into compliance, based upon the situation) or OHA will initiate legal procedures to reclaim the unit.
- Issuing a **Notice of Repeated Lease Violation** (14-Day No Cure Notice) according to the procedures described in the Lease Agreement, and including

a brief description of the factual basis for the determination and the rule(s) that were violated. This type of notice, which is authorized by Nebraska law in certain circumstances, does not allow the tenant to cure the violation. If the tenant does not vacate the unit within fourteen days, OHA will initiate legal procedures to reclaim the property.

VII. Conflict with Federal, State and Local Law and Regulations

The rules and procedures set forth in this Pet Policy are intended to be in accordance with all applicable Federal, State and local law and regulations. If any conflict may exist between this Pet Policy and such applicable law or regulations, the law or regulation shall apply.

Chapter Eleven

CHAPTER 11: INSPECTIONS, MAINTENANCE AND HOUSEKEEPING STANDARDS

I. Introduction

This chapter provides an overview of the policies, procedures and requirements of the Omaha Housing Authority (OHA) relating to inspections, maintenance and residential housekeeping standards. The policies and procedures described herein are intended to comport with the Public Housing Residential Lease Agreement (the "Lease"), and where there is a conflict between the two, the Lease shall control.

II. OHA Entry into the Unit

In accordance with the Lease, the tenant must allow the OHA to enter the unit in specific circumstances (described below and in therein). Except in the case of emergency, the OHA may enter the unit only at reasonable hours and only after giving appropriate notice to the tenant.

A. Non-Emergency Entry and Notification Requirements

The duly-authorized agent, employee or contractor of the OHA shall be permitted to enter the tenant's dwelling unit upon appropriate advance notice and at reasonable hours, for the following non-emergency purposes:

- Performing routine **inspections** (including annual, follow-up and special inspections, as described below);
- Performing routine **maintenance** (including fumigation and pest control);
- Making **repairs** or **improvements**; or
- **Showing the unit** for re-leasing.

In these non-emergency situations, the OHA shall provide the tenant at least **forty-eight (48) hours advance notice of its intent to enter the unit**. Such notice will be in writing; will state the scheduled date and timeframe (*e.g. between the hours of 10 a.m. and 4 p.m.*); and the purpose of the entry. The notice will be delivered to the tenant in accordance with the procedures described in the Lease.

If the resident has **requested maintenance** on the unit, the OHA need not provide additional notice, but will attempt to provide such maintenance at a time convenient to the tenant. If no adult member of the household is present when OHA comes to perform maintenance, the **request for maintenance shall constitute permission to enter** the unit.

B. Emergency Entry without Notice

The OHA may enter the tenant's dwelling unit (or allow appropriate authorities

to enter) **at any time and without notice** if there is reasonable cause to believe that an **emergency** exists, or that there is a **threat to the health and safety of the tenant or another person**¹ (See also Section III-F of this Chapter, below). If no adult members of a tenant's household are at home when OHA staff enters the unit, the OHA will leave a notification of the time, date and purpose of entry prior to leaving the unit.

III. Inspections of Public Housing Units

In accordance with the Lease and federal regulations, the OHA is required to perform inspections of each unit at three specific times:

- Before the tenant/family moves into the unit;
- When the tenant moves out of the unit; and
- At least once annually.

In addition to these required inspections, the OHA may inspect the unit at certain other times, in accordance with the lease and as described below.

Scheduling: Except for in emergency situations, the tenant will be notified of the scheduled date and timeframe of the inspection as described elsewhere in this chapter and in the Lease. The tenant must allow the inspector to enter at the scheduled time. If the tenant has a legitimate conflict with the scheduled inspection date and/or time, the OHA *may, at its discretion*, reschedule the inspection *no more than once*. However, the inspection may be rescheduled as needed (even if more than one time) upon an appropriate request for a reasonable accommodation or for other verifiable and legitimate medical reasons. Additionally, if OHA inspectors or contractors are unable to inspect the unit during the scheduled timeframe due to inclement weather or other extenuating circumstances, the inspection may be rescheduled upon appropriate notification to the tenant.

If no adult member of the tenant's household is home at the time of the scheduled inspection, the inspector will enter the unit and conduct the inspection.

A. Move-In Inspections

The Move-In Inspection (also known as the "initial" or "pre-occupancy" inspection) shall be conducted by the OHA, along with the tenant or his/her representative, prior to occupancy by the tenant.

The OHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by OHA's staff and the tenant (the head-of-

¹ The OHA will not enter the unit (and will not allow law enforcement officials to enter the unit) for law enforcement or police purposes, unless the police department has a search warrant or is in hot pursuit of a suspect who was observed entering the unit.

household or any adult family member), and a copy shall be retained in tenant's folder.

Any defects discovered during the move-in inspection will be corrected within thirty (30) days of move-in, at no charge to the tenant. Applicants have the right to refuse a unit with serious defects as a "good cause refusal," and will not lose their position on the waiting list. (*See Chapter 4 of this Policy*).

B. Move-Out Inspections

The Move-Out Inspection (also known as the "vacate" or "post-occupancy" inspection) shall be performed by the OHA at the time the tenant vacates the unit. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear.

The OHA shall give the tenant a written statement of any charges for which the resident is responsible (*these charges may be assessed against the security deposit and/or billed to the tenant*).

The tenant and/or his/her representative may join in the Move-Out Inspection, unless the tenant has vacated the unit without notice to the OHA.

C. Annual Inspections

The OHA will inspect each unit at least annually, to evaluate the condition of the unit in relation to HUD's Uniform Physical Condition Standards (UPCS) and other obligations and housekeeping standards described in the Lease. In addition, the Annual Inspection will include a check to ensure that all smoke alarms are in proper working order.

The OHA will conduct Annual Inspections only at reasonable times. The tenant will be given notice of the inspection at least forty-eight (48) hours in advance. Such notice will be in writing, will state the date and time of the inspection, and will be delivered to the tenant in accordance with the notice procedures described in the Lease.

1. Correcting Deficiencies and/or Performing Repairs

If deficiencies are discovered that are determined to be OHA's responsibility to correct, the OHA will perform any needed work within the timeframes described in Section IV, below.² **All repairs must be completed within sixty days**, except in extenuating circumstances,

² Although the OHA may be responsible for performing the repair tasks, if the deficiencies are determined to have been caused by **intentional or negligent conduct by the tenant** beyond "normal wear and tear," or are due to any unauthorized alterations to the unit by the tenant, the **tenant will be charged for the cost of such services** in accordance with *OHA's Schedule of Maintenance Charges* or as otherwise described in the Lease, *See Section IV-C, below*. In addition, if the OHA determines that the tenant's action or inaction was in violation of the Lease, it may take additional measures to enforce the Lease (*i.e. it may issue an eviction or infraction notice*).

which must be documented and approved by the Executive Director and/or the Director of Property Management.

If **deficiencies are discovered that are the tenant's responsibility to correct**, the tenant will be given a copy of the inspection report, noting any required corrections. **The tenant must complete all specified tenant tasks within sixty days.**

2. Follow-Up Procedures for Scattered Site Units

When deficiencies have been observed during OHA's annual inspections of a **Scattered Site unit**, the OHA will **schedule a follow-up inspection sixty days later**. (*notice will be provided to the tenant in the same manner as described above*) to reevaluate the condition of the unit. If the noted (tenant required) corrections are not made by the time of the follow-up inspection, the OHA may refer the matter to its legal department for enforcement of the Lease. Additionally, the OHA may correct the problem itself and bill the tenant for any associated costs or expenses.

3. Follow Up Procedures for Towers and Family Developments

Because OHA employs outside contractors to conduct annual inspections in **towers** and **family developments**, it generally will not schedule follow-up inspections of those units. However, to assure that repairs are completed according to schedule, **the Director of Property Management will be expected to provide a report to the Executive Director at the end of each time frame for completing repairs**. See *Section IV-B (2)*, below. This report will contain a list of all repairs completed, as well as a list of outstanding repairs and an explanation for any delays.

Exception: The OHA Inspections Department will conduct a follow-up inspection **24 hours following the discovery of an emergency repair issue** during a mass annual inspection of a tower or family development. If repairs are not completed, the Inspections Department will report the problem to the Executive Director and the Director of Property Management.

Nothing shall prevent the OHA from conducting a follow-up inspection at a tower or family development at its discretion. **The OHA will conduct such inspections if it is determined to be necessary to enforce the tenant's lease obligations.**

D. Special Inspections

At its discretion, the OHA may schedule and conduct Special Inspections to evaluate particular issues, including, but not limited to:

- The condition of the unit;
- Housekeeping practices;
- Suspected Lease violations;
- Compliance with Preventative Maintenance standards; and
- Quality of service provided by OHA staff *(to assure that all defects were identified in prior inspections and/or that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame)*;

In addition, HUD representatives or local government officials may review OHA operations periodically. As part of their monitoring, they may inspect a sampling of the OHA's inventory.

Special inspections shall be conducted only at reasonable times. The tenant will be given notice of the Special Inspection at least forty-eight (48) hours in advance. Such notice will be in writing, will state the date and time of the inspection, will state the reason for the inspection, and will be delivered to the tenant in accordance with the notice procedures described in the Lease. **Special Inspections may be conducted concurrently with OHA pest-control visits** to the unit *(in these cases the notice will specify both reasons for the visit)*.

E. Grounds Inspections

Periodically, the OHA will conduct inspections of the building exteriors and grounds at all Public Housing properties to (among other things) evaluate the condition of the grounds and to assist in budget preparation. When doing Grounds Inspections, OHA will not provide notice to residents, unless inspectors plan to enter (go *inside*) a particular unit.

At all Scattered Site properties, OHA will inspect the grounds at each unit at least once per year. During these Grounds Inspections, OHA personnel and/or contractors will perform all needed maintenance and repairs, including (but not limited to) edging the grass, clearing and maintaining downspouts, painting and repairing decks, porches and fences, and addressing erosion concerns. The tenant **will not be charged** for these services, **unless** damages are due to intentional or negligent conduct by the tenant beyond "normal wear and tear," or due to any unauthorized alterations to the unit by the tenant. In these cases, the OHA will proceed in accordance with *Section IV-C*, below, and may take other action to enforce the Lease.

F. Emergency Inspections

OHA management staff, including OHA inspectors, may initiate an emergency inspection **without advance notice** if there is reasonable cause to believe

that an emergency exists in the unit or on OHA property (*e.g. the smell of gas or smoke, water running out from under the door*).

If no adult members of a tenant's household are at home when OHA staff enters the unit for an emergency inspection, prior to leaving the unit, OHA staff will leave a notification of the time, date and purpose of entry.

The OHA may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted. Emergency repairs are to be either **abated or completed within 24 hours from the time the OHA is placed on notice of the emergency issue** (whether OHA learns through inspection, resident report, or another means).

IV. Maintenance and Repairs

The **OHA is obligated to maintain dwelling units** and the project in a decent, safe and sanitary condition, and to make necessary repairs to dwelling units.

Certain seasonal or other maintenance tasks may be assigned to the tenant in the lease agreement; so long as they are of the type customarily assigned to tenants in similar dwelling units (*i.e. tenants in Scattered-Site units with yards are often responsible for maintaining the yard and grounds*). If such maintenance tasks are assigned, the OHA will exempt tenants who provide appropriate verification that no household members are able to perform such tasks due to age and/or disability.

In all cases (emergency and non-emergency), **tenants are obligated to report known defects or needed repairs promptly** to the OHA. If a tenant fails to do so in a timely manner, he or she will be considered to have acted in violation of his/her Lease, and to have contributed to any damage that occurs. Additionally, as an incentive to tenants who report defects and needed repairs promptly, OHA will place tenant requests for non-emergency repairs in a higher priority category (emergency repairs receive the highest priority in all cases). Response times and priority categories for non-emergency repairs are discussed in detail below.

HUD requires the OHA to assess reasonable charges for services or repairs, when damage to the dwelling unit, common areas or grounds (beyond normal wear and tear) is caused, in whole or in part, by the intentional acts or negligence of the tenant, his/her household members and/or guests. *See Section C, below*. In addition, OHA may take other actions to enforce the obligations of the Lease (*i.e. it may issue an infraction or eviction notice*).

A. Emergency Repairs

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants, the tenant must immediately notify the OHA, and the OHA must make repairs or otherwise address the situation within twenty-four (24) hours.

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response by the OHA:

- Broken lock which affects unit security;
- Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather;
- Any other condition that jeopardizes the security of the unit;
- Natural gas leaks or smell of fumes;
- Chimney flue seal loose;
- Frozen or broken water or drain pipes, or any plumbing leaks that can cause flooding or damage to the unit;
- Backed-up sewage or clogged main sewer line;
- Electrical hazard, including exposed wiring;
- Missing or cracked light switch;
- Electricity not in service or no running water (DOES NOT apply when the tenant is responsible for paying bills directly to the supplier of utilities);
- Inoperable heater, if the outside temperature is below forty degrees;
- Absence of a functioning toilet in the unit;
- Inoperable refrigerator;
- Inoperable or missing smoke detectors;
- Inoperable elevator;
- Graffiti;
- Other conditions presenting the imminent possibility of injury or serious damage to the property.

If OHA cannot make necessary repairs or otherwise abate the situation (*i.e. remedy the condition so any danger is addressed*) within twenty-four (24) hours, OHA will offer the family a replacement unit, if available. The tenant must accept any replacement unit offered by the OHA. If the tenant does not accept the replacement unit, OHA may terminate the Lease.

If the OHA cannot make necessary repairs *and* is unable to offer alternative

accommodations, the rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. **Exceptions:** No abatement of rent shall occur if the tenant has rejected the replacement unit offered by OHA, or if the damage to the unit was caused by the tenant, his/her household members and/or guests.

In order to monitor the timely response to emergency issues according to the procedures described above, the following OHA staff members will be notified each time OHA is placed on notice of an emergency issue (whether OHA learns through inspection, resident report, or another means).

- Executive Director;
- Director of Property Management;
- Sector Manager for the unit;
- Public Safety/Inspections staff.

Additionally, as described in *Section III-C(3)*, above, in order to ensure a timely response when outside contractors are involved, the OHA Inspections Department will conduct a follow-up inspection **24 hours following the discovery after it becomes aware of an emergency repair issue that was discovered during a mass annual inspection of a tower or family development**. If repairs are not completed, the Inspections Department will report the problem to the Executive Director and the Director of Property Management.

B. Non-Emergency Repairs

Upon observation of a non-emergency defect during inspection, or upon receiving notice from the tenant of such defect, the OHA shall be responsible for repairing the unit within a reasonable period of time. The response schedule for non-emergency repairs differs according to the type of problem or needed repair, and according to how the problem was discovered (during inspection or by tenant report). If the OHA is unable to make repairs within these timeframes due to circumstances beyond its control, OHA staff will notify the family of an estimated date of completion. Additionally, in this circumstance, the Director of Property Management will be expected to provide a report to the Executive Director, regarding the reason(s) for the delay.

1. Classification

Unless a problem is observed by an outside contractor performing a mass inspection (see below), **the OHA Inspections Department and/or the OHA Property Management Department will be responsible for categorizing defects** according to the degree of urgency presented by the problem.

Such determinations shall be based upon **rational and legitimate considerations**, such as the health and safety of the tenant, the possibility of future property damage, or the nature of the problem in relation to Uniform Physical Conditions Standards (UPCS) set by HUD and the International Property Maintenance Code as adopted in Chapter 48 of the Municipal Code of the City of Omaha. Additionally, as an incentive to tenants who report needed repairs prior to inspection, the **OHA may assign a problem to a higher priority category when a tenant reports it in a timely manner.**

In all cases, the OHA staff will strive to conduct the classification process in a consistent manner, without regard to the individual characteristics of particular tenants, and without any illegal or discriminatory motive.

When a problem is **discovered by outside contractors conducting a mass inspection**, it will be categorized according to the classification noted by the outside contractor.

2. **Priority Categories**

The following are the priority categories employed by OHA and its outside contractors when classifying defects.

- **Level Three:** Response is required within **fourteen days**. Includes the most severe non-emergency problems.
- **Level Two:** Response is required within **twenty days**. Includes moderate priority non-emergency problems.
- **Level One:** Response is required within **sixty days**. Includes lower priority non-emergency problems.

C. **Maintenance Charges (Cost of Repairs)**

Under the Lease, a tenant is responsible for paying reasonable charges for services or repairs, when damage to the dwelling unit, common areas or grounds (beyond normal wear and tear) is caused by the intentional acts or negligence of the tenant, his/her household members and/or guests. *This applies to both emergency and non-emergency situations.*

1. **Rates**

Such charges shall be assessed in accordance with OHA's *Schedule of Maintenance Charges*, which shall be posted in a conspicuous manner in the project office and provided to applicants and tenants upon request.

Exception: For repairs or services not listed on the *Schedule of Maintenance Charges*, the tenant shall be assessed charges according

to the actual costs of labor and materials needed to complete the work.

2. Notice of Charges and Right to Appeal

When maintenance charges are assessed to the tenant, he/she shall be provided **written notice of those charges** and the basis therefor. The notice may be in the form of a work order, statement or bill, so long as the amount and basis of each charge is clear and itemized. In all cases, the notice **shall notify the tenant of his/her right to appeal** under OHA's *Tenant Grievance Procedure*.

3. Time for Payment

Charges assessed for maintenance shall not be due and collectible until at least two weeks from the time the tenant receives OHA's written notice. If the tenant appeals the charges under OHA's *Tenant Grievance Procedure*, charges shall not be due and collectible until the grievance process is completed.

V. Housekeeping Standards and the Preventative Maintenance Program

In an effort to improve the livability of its Public Housing properties, the OHA enforces uniform standards for housekeeping that apply to all tenants of Public Housing. These standards are summarized below and are delineated more specifically in the Lease agreement and Rules of Occupancy.

All Public Housing residents will be briefed on housekeeping standards and preventative maintenance during the Lease Orientation and Briefing session (*See Chapter 9, Section III of this Policy*).

In addition, OHA requires tenants residing in single-family or duplex units to attend a more detailed Preventative Maintenance Program training session. This session is designed to educate tenants in depth about special considerations that come with living in those types of dwelling units.

A. Housekeeping Standards

The OHA housekeeping standards exist as a guide to promote maintaining a home as a healthy and safe living environment, and to help preserve the value of the unit and the neighborhood.

Tenants who fail to comply with housekeeping standards, or whose habits otherwise encourage insect or rodent infestation, mold, mildew, or other threats to the health, safety and wellbeing of others, will be determined to be in violation of their Lease.

The following are examples of the tenant's housekeeping obligations (*this is intended to be a summary and is not an exhaustive list*):

- Walls should be clean and free of dirt, holes, cobwebs and fingerprints;
- Floors should be clean, clear, dry and free of hazards;
- Ceilings should be clean and free of cobwebs;
- Windows should be clean and should not be nailed shut. Shades or blinds should be kept in tact. Window ledges should be clean and free of objects;
- Woodwork should be clean and free of dust, gouges or scratches;
- Doors should be clean and free of grease, holes and fingerprints. All hardware, doorstops and locks should be present and functional;
- Heating units should be clean and free of all dirt, grease, cobwebs and fingerprints. Access to heating units should not be obstructed;
- Trash should be disposed of properly and should not be left in the unit for an unreasonable period of time. While in the residence, all trash should be kept in appropriate covered containers;
- The residence should be free of clutter;
- The unit (including all floors, cabinets and closets) should be free of rodent or insect infestation *and* of any rodent or insect carcasses, feces or other residue.
- All sinks and waste pipes should be free of obstructions;
- Light bulbs and light-switch covers should be in place and in tact;
- The stove and stove vent should be free of food and grease;
- The refrigerator should be clean and free of spoiled food. The freezer should be defrosted as necessary;
- Kitchen cabinets should be neat and clean. Cabinet surfaces, food storage areas and countertops should be free of grease and spilled food. All dishes should be clean and properly stored when not in use;
- All closets and other storage areas should be neat and clean;
- The bathroom exhaust fan (if any) should be free of dust. The toilet and toilet tank should be clean and odor free at all times;
- The tub and/or shower should be clean and free of mildew and mold. The resident must use a shower curtain of proper size that is maintained in a good and clean condition;

- Yards, parking lots and common areas should be free of debris, trash and abandoned cars. Exterior walls should be free of graffiti;
- Sidewalks, hallways, entryways, steps and porches should be clean, uncluttered and free of hazards;
- Storm doors should be clean, with glass or screens in tact;
- Laundry areas should be clean and neat. Residents must remove lint from dryers after each use.

At no cost, OHA will provide training to any tenant who needs guidance or assistance in complying with these or other housekeeping standards.

B. Preventative Maintenance Program

The OHA requires each head of household and co-head of household leasing a **single-family or duplex** unit to complete training in its Preventative Maintenance Program. Additionally, OHA may require **residents who have violated maintenance and/or housekeeping requirements under their Lease** to attend this training in order to avoid eviction (*i.e. the resident will have 14 days from the date of his/her notice to enroll in Preventative Maintenance training, and must attend satisfactorily*).

OHA provides and coordinates Preventative Maintenance training at no charge to the resident. The primary objective is to familiarize the residents with some of the tasks involved in maintaining a home, such as:

- Weatherization and conservation of heat and energy, including changing furnace filters and checking windows for air leaks;
- Preventing and identifying water leaks;
- Locating water shutoff valves and circuit breakers;
- Preventing electrical fires and voltage overloads;
- Maintaining sinks and toilets and preventing clogged pipes;
- Reducing water consumption;
- Checking smoke detectors and replacing batteries.

Participants in the Preventative Maintenance training will also receive additional education and training regarding the housekeeping standards described in the Lease.

Chapter Twelve

CHAPTER 12: REEXAMINATIONS

I. Introduction

The OHA shall re-determine and adjust resident's monthly rent, appropriateness of resident's apartment size, and continued eligibility for public housing at least once annually.

Between regular annual reexaminations, HUD requires that families report all changes in *household composition*, but the OHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the OHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

II. Choice of Rent

At the time of the annual reexamination, according to HUD requirements, residents will be provided with the opportunity to choose between two methods of determining the amount of tenant rent payable monthly by the family. The family may choose between flat rent and income-based rent, as defined by this policy and federal regulations. Regardless of whether the family chooses to pay flat rent or income-based rent, the family must pay at least the *minimum rent*, as defined in Chapter 6 of this policy. The OHA will provide the family with sufficient information regarding rent options to allow the family to make an informed choice. This information will include the dollar amount of tenant rent for the family under each option¹ and OHA's policies on switching between type of rent in circumstances financial hardship.

A. Flat Rent

A fixed rent determined for each unit size based on a market analysis of comparable units. Flat rent is equal to the estimated rent for which OHA could promptly lease the unit on the private market, and is generally established at 70% of the Section 8 Fair Market Rent Level. The flat rent amount by bedroom size will be updated biannually (once every two years) in October and will become effective the following 1st of April. The OHA will maintain a current listing of its flat rent schedule and will provide this list to residents at least annually as part of the reexamination process.

1. **Financial Hardship:** Residents who choose flat rent may request to change to an income-based rent at any time if the family is unable to pay the flat rent because of financial hardship. A financial hardship exists for these purposes when a family's income is reduced or their deductions are increased to the extent that an income-based rent is lower than the flat rent.

¹ If the family has chosen flat rent in the previous year, the OHA is required to provide the dollar amount of income-based rent for the subsequent year only in the year OHA conducts an income reexamination (every third year) or if the family specifically requests it and submits updated income information.

2. **Annual Recertifications:** Residents who choose flat rent will be asked to update their *family* information every year, but will only have to re-certify *income* verification once every three years. Families paying flat rent are not required to report any increases in income or assets that occur in the interim between these income reexaminations.

Regardless of the family's choice of rent, its compliance with OHA's Community Service/Self-Sufficiency Policy will be evaluated annually and there will be additional reporting requirements associated with this process (*see Chapter 16 of this Policy*). Families paying flat rent must report employment information at the annual review for the purpose of determining exemptions from OHA's community service/self-sufficiency requirements. If a family paying flat rent is exempt from community service due to employment, the family is required to report all changes in employment status at the annual review **AND throughout the year**, as required by OHA's Community Service/Self-Sufficiency Policy.

B. Income-Based Rent

An income-based rent is a tenant rent that is based on the family's income and OHA's policies for determination of such rents, as described in Chapter 6 of this Admissions and Continued Occupancy Policy.

1. **Financial Hardship:** The family must pay at least the minimum rent set by the OHA unless it meets the criteria for a financial hardship exemption as defined in Chapter 6 of this Policy
2. **Annual Recertifications:** To determine the amount of income-based rent, it is necessary for the PHA to perform an annual recertification of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances.

Between annual reexaminations, residents who pay income-based rent are required to report increases in income, as described in Section VII-A of this Chapter (*below*).

Regardless of the family's choice of rent, its compliance with OHA's Community Service/Self-Sufficiency Policy will be evaluated annually and there will be additional reporting requirements associated with this process (*see Chapter 16 of this Policy*).

III. Eligibility for Continued Occupancy

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

- The resident must qualify as a family as defined in this policy;

- The resident household must be in full compliance with the obligations and responsibilities described in the dwelling lease;
- Each family member must be in compliance with OHA's Community Service policy (*found in Chapter 16 of this Policy*).
- Each family member age 6 and older must have submitted his/her Social Security number or a valid certification that he/she does not have a Social Security number;
- Each family member must have submitted required documents of citizenship, eligible immigration status, or non-contending status (*as described in Chapter 2 of this Policy*).

Continuation of assistance for "Mixed Families": A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include both eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their income-based assistance will be pro-rated and that they may request a hearing if they contest the determination. If a family member chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the public housing maximum rent. If the public housing maximum rent is greater than the flat rent, and the family chooses the flat rent, the flat rent will be prorated.

IV. Annual Recertification Procedures

The terms *annual recertification* and *annual reexamination* are synonymous. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. As stated above, residents who choose flat rent will be asked to update their *family information* every year, but will only have to re-certify *income* verification once every three years. As stated above, regardless of the family's choice of rent, each family member's compliance with Community Service requirements will be evaluated annually, as described in Chapter 16 of this Policy, and there may be additional reporting requirements associated therewith.

For families who move in on the first of the month, the annual recertification will be completed within twelve (12) months of the anniversary of the move-in date. (Example: If a family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertification will be completed no later than the first of the month in which the family moved in, the following year. (Example: If a family moves in August 12, the annual recertification will be conducted to be effective on August 1, the following year.) This will ensure that the recertification is completed *within* twelve (12) months of the anniversary of the move-in date.

A. Notice to the Family

All families will be notified of their obligation to recertify by first class mail or hand delivery. The notification shall be sent at least **120** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested, as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notice will include a reasonable accommodation form, and community service information, if applicable (*see Chapter 16 of this policy*).

If the family is paying **flat rent**, and this is not the year of the required income certification, the notice will include a form by which the family may indicate whether it chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to OHA.

B. Scheduling the Recertification Appointment

OHA will send a letter to the household, indicating the specific date and time of the recertification appointment.

If the family chooses flat rent and this is not the year of the required income recertification, the family **must still attend the recertification appointment** to update information on family composition and compliance with community service requirements (*see Chapter 16 of this Policy*).

All household members age eighteen (18) and older are required to attend the recertification appointment and sign the application for continued occupancy. The family may call to request another appointment date up to 1 day prior to the interview.

Exception: Adult children (age 18 and older) who are full-time students attending school away from home and are considered to be temporarily absent members of the household (*see Section VII-B(3)(f) below*) are not required to attend the recertification appointment. These household members need only sign the reevaluation documents and forms pertaining specifically to themselves (as will be requested by OHA).

C. Failure to Respond to Notification to Recertify

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with OHA, the appointment will be rescheduled at OHA's discretion.

If the family fails to appear for the second appointment, the OHA will refer the family to its legal department to start eviction proceedings, consistent with the

requirements of the lease agreement.

Exceptions to these policies may be granted by OHA if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

D. Conducting the Recertification Appointment

Prior to, or at the beginning of, the recertification appointment, the family must complete an application for continued occupancy and other required forms (as requested by OHA).

After the family completes all necessary paperwork, the OHA representative will interview the family and review the information that was provided. Any discrepancies between the reported family income and the information obtained by OHA through the Upfront Income Verification process (as discussed below) will be discussed with the family at the appointment.

1. Persons with Disabilities

Persons with disabilities, who are unable to come to the OHA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

2. Documents Required from the Family

The family shall be required to bring all necessary and requested documents to the recertification appointment. Any necessary documents will be listed in the notification letter to the family.

As will be indicated in the appointment notification letter, all families must bring documentation verifying compliance with community service for all non-exempt adults, and/or verifying continuing eligibility for an exemption therefrom (*see Chapter 16 of this Policy*).

Based upon the information provided by the family at the annual review, OHA may request that the family provide additional documents in order to verify certain types of information. The family must provide any requested documents in a timely manner.

If the family fails to provide any and all information or documentation requested by OHA in a timely manner, the family will be in violation of its lease agreement and subject to eviction procedures.

V. Verification of Information

All information which affects the family's continued eligibility for the program, and the

family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification can be no more than **120** days old. All verifications will be placed in the file that has been established for the family.

When the information has been verified, it will be analyzed to determine the continued eligibility of the resident as a *family* or as the *remaining member* of a family; the unit size required by the family; and the amount of rent the family should pay.

A. Income Verification: The OHA will accept income verification (or information regarding exclusions, deductions and/or assets) in the following order of preference:

- 1. Up-Front Income Verification:** Verification through the computer matching system employed by HUD or a computer wage reporting system is the highest, most acceptable form of verification.
- 2. Written Third-Party Verification:** Written verification by a third party is acceptable when Up-Front Income Verification is not available, is not up to date or is disputed by a resident. Written third-party verification is the second highest acceptable form of verification. OHA will allow ten (10) calendar days *from the date of mailing the request* for the third party to respond. If the third party does not respond within ten (10) calendar days, the OHA will send a second request, allowing the third party five (5) calendar days *from the date of mailing* to respond.

If, after receiving the response of the third party, the OHA has additional questions or concerns:

- A clarification form may be sent to the third party, and the third party shall be given a reasonable time period in which to respond; OR
- OHA may contact the third party and clarify information over the phone. In this case, OHA will make a record of the telephone conversation on a clarification form.

Certain types of documents (such as bank statements or utility bills) *may, at the discretion of OHA*, be downloaded by the resident from an appropriate Website, **only if** the resident completes the download process in the presence of an OHA employee. This will be considered as written third-party verification. The OHA shall have the discretion to refuse such documents if there is reason to believe the documents are not authentic.

- 3. Oral Third-Party Verification:** Staff documented verification from a third party via telephone will be accepted after Up-Front Income Verification has been determined to be unavailable and Written Third-Party Verification has been attempted and the third party is unresponsive to OHA's written

requests as described above. Staff shall utilize the same **type** of form that would have been mailed to the third party. All the information required by the written verification form should be requested during the telephone contact. OHA staff will complete the form on the basis of such information. Additionally, the OHA staff person shall complete and sign a Phone Affidavit, testifying to the time and date of the phone call and the contact person at the third party's organization to whom he/she spoke. Oral Third-Party Verification is considered to be the third highest acceptable form of verification.

4. **Verification by Resident-Supplied Documents:** OHA will review documents submitted by the resident household only when: (a) the information requested does not require third-party verification (for example, lease agreements and monthly utility bills for removal of a non head or co-head of household family member); or (b) third-party written or telephone verification is not possible or is unavailable.

In **any** case in which OHA accepts resident-supplied documents as verification, the OHA staff person **must document** in the resident's file why the third party verification was unavailable or impossible.

OHA will copy the documents into the resident's file. Resident-supplied documents must be dated within sixty (60) days of receipt by the OHA. Verification by Resident-Supplied Documents is considered to be the second lowest form of acceptable verification.

5. **Verification by Resident Certification:** OHA staff *may* choose to accept an affidavit from a resident regarding income, deductions and exclusions. Approval will only be granted upon documentation that all other methods of verification have been attempted and have been determined to be unsuccessful.

In **any** case in which OHA accepts resident certification as verification, the OHA staff person **must document** in the resident's file why the third party verification was unavailable or impossible.

Verification by Resident Certification is considered to be the lowest acceptable form verification.

VI. Changes in the Tenant Rent

If there is any change in rent, including a change in the family's choice in rent, the OHA shall either:

- Require the household to **amend the lease**; or
- Require the household to **execute a new lease**; or

- Issue a **Notice of Rent Adjustment**.

According to HUD regulations, OHA shall notify the tenant that the tenant may ask for an explanation of the specific grounds of OHA's determination and if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the tenant grievance procedure.

A. Tenant Rent Increases

If tenant rent **increases**, a thirty-day notice will be mailed to the family prior to the anniversary date. If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

B. Tenant Rent Decreases

If tenant rent decreases, the adjustment will become effective on the first day of the month following the reported change in circumstances (or change in Federal law or regulations), provided Tenant reported the change in a timely manner, as described in Section VII-D of this Chapter, below.

If the family causes a delay so that the processing of the reexamination is not complete within the timeframe indicated above, the rent change will be effective on the first day of the month following completion of the reexamination processing by the OHA.

C. Income Changes Resulting from Welfare Program Requirements

In 1998, with the passage of QHWRA, Congress linked welfare reform and housing reform. To give public housing residents and housing choice voucher participants a greater incentive to comply with welfare requirements that participants move toward economic independence, the law established **two situations** (listed below) **in which public housing agencies are not permitted to reduce rents**, even though resident families have reduced incomes. Instead of reducing rent, the public housing agency must "impute" welfare income to the family in an amount equal to the reduction in benefits.

According to HUD regulations (see 24 C.F.R. §5.615) the OHA will not reduce the public housing rent for covered families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

- **Fraud** by a family member in connection with the welfare program; or

- **Noncompliance** with a welfare agency requirement to participate in an **economic self-sufficiency program**.

These are the only two situations in which welfare income is imputed.

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

- Expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment. *Example: If the family has complied with welfare program requirements, but the durational time limit (the cap on the length of time a family can receive benefits) causes the family to lose their welfare benefits; or*
- Noncompliance with other welfare agency requirements.

1. **Covered Family:** A Covered Family is a household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.
2. **Imputed Welfare Income:** Imputed Welfare Income is the amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

- The amount of the benefit reduction;
- The term of the benefit reduction;
- The reason for the reduction; and
- Subsequent changes in the term or amount of benefit reduction

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

3. **Term of Reduction:** Imputed welfare income will be included to calculate income at annual and interim reexaminations during the term of reduction of welfare benefits. In other words, OHA is required to compute the rent exactly as if the welfare benefit reduction had not occurred until either the benefit

reduction ceases or the resident obtains some additional type of income.

4. **Offsetting Imputed Income with Additional Income**

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. This means that when the resident's income increases for any reason (e.g. earned or unearned income), the new income is not added to the former income (which includes the imputed welfare income). Instead, the new income takes the place of the imputed welfare income. Thus, when a resident with imputed welfare income obtains any additional income, it is not added to the overall income until it exceeds the amount of the welfare sanction amount.

5. **Verification Procedures before Denying a Request to Reduce Rent:**

The OHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction. The OHA will rely on the welfare agency's written notice to the OHA regarding welfare sanctions.

6. **Cooperation Agreements:** The OHA has a written cooperation agreement in place with the local welfare agency that assists the OHA in obtaining the necessary information regarding welfare sanctions.

The OHA has taken a proactive approach to culminating an effective working relationship between the OHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The OHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

7. **Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

- An explanation for the OHA's determination of the amount of imputed welfare income.
- A statement that the tenant may request a grievance hearing, under the Tenant Grievance Procedures (*see Chapter 14 of this Policy*); and
- A statement that the information received from the welfare agency **cannot be disputed** at the grievance hearing, and the issue to be

examined at the grievance hearing will be the OHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

If the tenant requests a grievance hearing, the tenant is not required to pay an escrow deposit pursuant to 24 C.F.R. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

VII. Interim Reexaminations, Reporting Requirements, and Result of Changes

In certain cases, OHA may conduct interim reexaminations, under substantially the same procedures used for annual reexaminations. The household's anniversary date **will not change** as a result of an interim reexamination.

When OHA conducts an interim reexamination, **only necessary members of the household must attend**. This generally includes only the head-of-household and the family member reporting the change. When scheduling the interim appointment, OHA will inform the household of which member(s) are required to attend.

When the household reports **zero income**, additional income reviews and/or interim reexaminations will be scheduled between annual recertifications.

Interim reexaminations will be conducted in the following circumstances:

- When the tenant reports a **change in income or household composition**;
- When any member of the household reports a **change in his/her community service exemption status**, as described in Chapter 16 of this Policy;
- When **families paying flat rent are transferred to another dwelling unit**, unless a recertification has occurred in the last 120 days. In this case, although the annual review date will not change, the family's three-year flat rent cycle (see *Section II – A (2), above*) will be reset;
- When the **OHA makes a calculation error** at admission to the program or at an annual or interim reexamination²;
- When a resident or household **enrolls in OHA's Family Self Sufficiency (FSS) program**, unless it has been 120 days or less since the family's last annual or interim recertification.

A. Reporting Changes in Income

Income-based renters must report all changes in income to OHA as described in

² In the case of an OHA error, the family will not be charged rent retroactively.

Paragraph VII-A, 2, below.

Except in the situations described below, the OHA **will not** conduct interim reexaminations when families have an increase in income and the OHA **will not** process rent adjustments resulting from any increase in income until the next regularly scheduled recertification.

The OHA **will conduct interim reexaminations and may process a rent increase** in the following situations:

- When a **household member with income joins** the household;
- When the family has an **increase in income after a prior reduction to minimum rent**.
- When the family is utilizing the **Earned Income Disallowance** and is due for a “phase-in” or exhaustion (*see Chapter 6 of this Policy*).
- If the resident is a participant in OHA’s **Family Self Sufficiency** program and **requests** that OHA conduct an interim reexamination and process an increase in rent. It shall be the resident’s responsibility to request such action by OHA.

Any increase in rent must follow the procedures described in Section VI-A of this Chapter (above).

Any interim reexamination or rent adjustment will not affect the date of the annual recertification.

1. **Requirements for Flat Renters:** Families paying flat rent are not required to report any increases in income or assets. Families paying flat rent may report a decrease in income and other changes, such as an increase in allowances or deductions that would qualify them to change to income-based rent.
2. **Requirements for Income-Based Renters:** Families paying income-based rent will be required to report all increases in income/assets between regular annual reexaminations within ten (10) calendar days of the occurrence.

In addition, any information, document or signature needed from the family that is needed to verify the change must be provided within ten (10) calendar days of OHA’s request. If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (within the time period requested by the OHA), it will be considered untimely reporting.

An exception to the ten-day timely reporting window will be made for TANF recipients who obtain employment. In such cases, families will have to report within ten days of receipt of the Notice of Action from TANF that shows the full adjustment for employment income.

For the purposes of this policy, the following increases in income must be reported by income-based renters (this list is not exhaustive):

- Increases in earned income from the employment of a current household member (*Although the tenant **must report** this type of income, such income may be excluded from consideration by OHA in rent calculation under the “**Earned Income Disallowance**” described in Chapter 6 of this Policy*);
- Increases in income because a person with income joins the household;
- Increases in household income coming as a result of a new income source.

Residents paying income-based rent **may** report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment. The OHA will process a rent adjustment whenever there is a **decrease** in income, unless the OHA determines that the decrease in income will last less than thirty (30) calendar days.

B. Reporting Changes in Household Composition and Other Changes:

All families (**both income-based renters and flat renters**) must report all changes in household composition to OHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain OHA approval prior to all other additions to the household.

All changes must be reported within ten (10) calendar days of their occurrence. In addition, any information, document or signature needed from the family that is needed to verify the change must be provided within ten (10) calendar days of the change. If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the OHA), it will be considered untimely reporting.

When there is a change in head of household or a new adult family member is added (subject to OHA’s eligibility and screening criteria, *see Chapter 2 of this Policy*), the OHA will complete an application for continued occupancy and conduct an interim reexamination, using the same procedures the OHA staff would use for an annual reexamination, except for effective dates of changes. The annual reexamination date will not change as a result of this action. In

addition, the family will be required to sign an addendum to its lease or a new lease agreement.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the OHA of the family member being added to the lease.

1. Result of Increases in Family Size

The OHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in any of the following cases:

- Addition by marriage/or marital-type relation;
- Addition of a minor who is a member of the nuclear family who had been living elsewhere;
- Addition of a PHA-approved live-in attendant;
- Addition of any relation of the Head or Spouse; or
- Addition due to birth, adoption or court-awarded custody.

If a change due to these criteria requires a larger size unit due to overcrowding, the family will be placed on the Public Housing Transfer List. **All transfers** will be processed under OHA's Transfer Policy (*see Chapter 8 of this Policy*).

The OHA may grant exceptions from the occupancy standards upon the family's request IF the OHA determines the exceptions are justified according to this policy.

2. Visitors

The resident must request OHA approval for any visitor staying in the unit.

Any adult not listed on the lease and/or reported to OHA, who has been in the unit more than fourteen (14) consecutive days or a total of fourteen (14) cumulative days in one (1) month, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Other sources of information the PHA will consider include (but are not limited to) the following:

- Statements of neighbors and/or OHA staff;

- Vehicle license plate verification;
- Post Office records;
- Driver's license verification;
- Law enforcement reports; and/or
- Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is not an unauthorized houseguest rests on the family. In the absence of such proof, the individual will be considered an unauthorized guest and the OHA will terminate the family's lease if prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than **180** days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

3. Result of Temporarily or Permanently Absent Family Members

The OHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. The PHA will evaluate absences from the unit in accordance with this policy.

Income of persons **permanently absent** will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Additionally, permanent absence of family members may result in a change of unit size. In this case, the family will be placed on the Public Housing Transfer List. **All transfers** will be processed under OHA's Transfer Policy (*see Chapter 8 of this Policy*). The OHA may grant exceptions from the occupancy standards upon the family's request IF the OHA determines the exceptions are justified according to this policy.

Permanent Absence: Any member of the household will be considered permanently absent if s/he is away from the unit for **six** consecutive months (**180 days**) except as otherwise provided in this Chapter.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

Except as otherwise provided in this Chapter, in order for an adult family member to be declared permanently absent, BOTH the head-of-household and the person permanently absent MUST sign a statement indicating that the member is permanently absent AND provide proof of that member's new address. In certain extenuating circumstances, OHA shall have the discretion to (but shall not be required to) make exceptions to this rule (i.e. in a hostile situation). Additionally, OHA may require the family to sign an addendum to its lease or a new lease agreement.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the "Absence of Entire Family" policy.

- a. **Absences due to Medical Reasons:** If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the OHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remain current.
- b. **Absences due to Incarceration:** If any member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Rent and other charges must remain current during periods of incarceration.
- c. **Foster Care and Absences of Minor Children:** If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than **six (6) months** from the date of removal of the child(ren), the family will be required to move to a smaller size unit (according to OHA's Transfer Policy, see *Chapter 8 of this Policy*). If all children are removed from the home permanently, the unit size will be reduced in accordance with OHA occupancy guidelines and Transfer Policy.

- d. **Absences of Parents / Substitution of Caretakers:** If neither parent remains in the household and the appropriate agency has determined

that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the OHA will treat that adult as a visitor for the first fourteen (14) calendar days. If, by the end of the fourteen (14) day period, court-awarded custody or legal guardianship has been awarded to the caretaker, *and the caretaker qualifies under Tenant Screening Criteria (as defined in Chapter 2 of this Policy)*, the lease will be transferred to the caretaker. If the court has not awarded custody or legal guardianship, but the action is in process, OHA will secure verification of the status from social services staff or the attorney.

When the OHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker shall be counted pending a final disposition. The OHA will work with the appropriate service agencies to provide a smooth transition in these cases.

- e. **Retention of the Unit by Remaining Family Member:** To be considered eligible to retain the unit as the remaining member of the tenant family, the person must have been previously approved by the OHA to be living in the unit

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member, the OHA must have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period. In certain limited situations, OHA may, at its discretion, accept some other form of reliable information regarding the child's situation.

A reduction in family size may require a transfer to an appropriate unit size as described above.

- f. **Absences of Adult Children:** Adult children who are full-time students, who attend school away from the home and live with the family during school recess, will be considered temporarily absent from the household. As stated previously, these household members are not required to attend reexamination appointments and need only sign reevaluation forms pertaining to them specifically, as requested by OHA (*see Section IV-C of this Chapter, above*). If an adult child goes into the military and leaves the household, they will be considered permanently absent.

4. **Result of Absence of Entire Family**

The entire family is considered absent when no family member is residing in the unit. These policy guidelines address situations when the entire

family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the OHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the OHA before they move out of a unit in accordance with the lease and to give the OHA information about any family absence from the unit.

Families must notify the OHA if they are going to be absent from the unit for more than **seven (7) consecutive days**. A person with a disability may request an extension of time as an accommodation.

In order to determine if the family is absent from the unit, the PHA may (among other things):

- Conduct home visits;
- Write letters to the family at the unit;
- Post letters on exterior door;
- Telephone the family at the unit;
- Interview neighbors;
- Verify if utilities are in service
- Check with Post Office for forwarding address; and/or
- Contact emergency contact(s).

If the entire family is absent from the unit, without OHA permission, for more than **thirty (30) consecutive days**, the unit will be considered to be vacant and OHA will terminate tenancy according to the procedures described in the lease agreement.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. During the period of absence, the rent and other charges must remain current.

5. Other Changes

Any changes reported by residents other than those listed in this section will be noted in the file by the staff person and in the computer tenant file maintenance screen but will not be processed between regularly scheduled annual recertifications.

D. Procedures When Changes are Reported in a Timely Manner

The PHA will notify the family of any changes in Tenant Rent to be effective

according to the following guidelines:

Increases in the tenant rent are effective on the first of the month following at least thirty days' notice. Except as otherwise noted in this policy or the lease agreement, OHA will not raise the tenant rent except at time of the annual reexamination.

Decreases in the tenant rent are effective the first day of the month following the month in which the change is reported.

The change will not be made until the verification process is complete.

If the change is reported in a timely manner, but the **OHA does not process the change in a timely manner**, the following conditions shall apply. "Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be, or is not, made effective on that date, the change is considered not processed by the OHA in a timely manner.

- If an increase in rent is not processed by the OHA in a timely manner, the increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the OHA.
- If a decrease in rent is not processed by the OHA in a timely manner, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

E. Procedures When Changes are not Reported in a Timely Manner

If the family does not report a change **within ten (10) calendar days of the occurrence**, and submit all necessary documentation in a timely manner based upon OHA's request, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply.

Increases in Tenant Rent will be effective retroactive to the date they would have been effective had the information been reported on a timely basis (this, in most cases, is the first day of the month following the month in which the change occurred). The family will be liable for any underpaid rent, and may be required to sign a repayment agreement.

Unless approved by the appropriate Sector Property Manager, the OHA will not execute a repayment agreement if the amount of retroactive rent is so high that it will take the family longer than twenty-four (24) months to complete the agreement.

Decreases in Tenant Rent will be effective on the first of the month following completion of processing by the OHA and not retroactively.

Chapter Thirteen

CHAPTER 13: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

I. Introduction

As part of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Congress imposed a requirement that all adult residents of federally-funded public housing, unless specifically exempted, must perform community service activities or participate in an economic self-sufficiency program to remain eligible for public housing assistance. Therefore, OHA's public housing lease provides that all non-exempt residents must:

- Contribute eight (8) hours per month of community service (not including political activity); or
- Participate in an economic self-sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours per month of combined community service and self-sufficiency activities.

Congress and the U.S. Department of Housing and Urban Development (HUD) established the community service/self-sufficiency requirement for residents not as a punitive or demeaning activity, but rather to be a rewarding activity that will benefit both the resident and the community.

II. Definitions

Community Service: For the purposes of this policy, community service is the performance of voluntary work or duties for the public benefit that serve to improve the quality of life of the resident within the community in which he or she resides. Community service includes, but is not limited to:

- Work at a local institution, including, but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, drug/alcohol treatment center, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves public housing residents or their children, such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs, other youth or senior organizations, community clean-up programs, neighborhood beautification programs, etc.;
- Work with the OHA to help improve physical conditions¹

¹ The OHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by OHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

- Work at the OHA to help with children's or senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organizations to help other residents with problems, serving as an officer in a Resident Tenant Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may fulfill their own community service/self-sufficiency obligations.

NOTE: Political activity or volunteer work does NOT count toward the community service requirement.

Self-Sufficiency Activities: For the purposes of this policy, an economic self-sufficiency program is any program 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, but are not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence; and
- Full-time student status at any school, college or vocational school

All community service and self-sufficiency activities MUST be performed within the community and NOT outside of the jurisdictional area of the OHA.

III. Resident/Family Obligations

Although OHA may directly supervise community service/self-sufficiency activities and may provide a list of agencies offering opportunities from which residents may select activities, non-exempt residents are wholly responsible for fully complying community service requirements with or without OHA assistance.

At lease execution, each adult member (18 years or older) of a public housing

family must sign a certification stating that he/she has received and read this policy, and understands that (unless he/she is exempt) failure to comply with the community service requirement will result in non-renewal of the family's lease.

At lease execution, each resident who qualifies for an exemption must provide documentation showing that he/she is exempt from community service (see Sections V-VI, below).

At each annual reexamination, non-exempt family members must present a completed documentation-of-hours form (to be provided by OHA) of activities performed over the previous twelve (12) months. This form will include places for confirmation of the following:

- The number of hours of community service/self-sufficiency work completed;
- The type of work completed;
- The community organization where the work was completed; and
- The signature, name, title, address and phone number of the person supervising the completion of the work.

All of the above-described information must be completed on the documentation-of-hours form.

If a family member is found to be noncompliant at reexamination, he/she and the head-of-household must sign an agreement with OHA to make up the deficient hours over the next twelve (12) month period. If the appropriate individuals do not sign such an agreement, the family's lease will not be renewed.

If any member of the household is not willing to sign a Community Service Agreement to make up the deficient community service hours, or did not meet the requirement of a prior lease period Community Service Agreement, the lease agreement shall not be renewed.

Each resident is responsible for reporting changes in exemption status, as described in Section VII, below.

IV. OHA Obligations

To the greatest extent possible and practicable, OHA will:

- Provide names and contacts at agencies that can provide opportunities for residents, including non-exempt disabled residents², to fulfill their community service requirements.

² According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the community service requirement. See Section IV on Applicability and Exemptions.

- Provide in-house opportunities for volunteer work or self-sufficiency programs.

The OHA will provide the family with exemption verification forms, documentation-of-hours forms and a copy of this policy at lease execution.

The OHA will make the final determination as to whether or not a family is exempt from the community service requirement. Residents may use the OHA Tenant Grievance Procedure if they disagree with OHA's determination.

Each year, as part of the annual reexamination process, OHA will determine whether each non-exempt resident has complied with the community service requirement and whether each exempt resident continues to be exempt.

The OHA shall retain documentation of community service participation and/or exemption in the resident's file.

V. Applicability and Exemptions

The community service and self-sufficiency requirement applies to all adult residents in public housing, except for those exempted under the law and regulations. This requirement does not apply to Section 8 (HCV) recipients.

The following residents over the age of eighteen (18) are exempt from the community service requirement:

- A. Resident household members who are age sixty-two (62) or older;
- B. Resident household members who are blind or disabled, as defined by §216(i)(1) or §1614 of the Social Security Act, found at 42 U.S.C. §416(i)(1); and §1382c, which is summarized as follows:
 - The Social Security Act defines disability as the "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can e expected to result in death or has lasted or can be expected to last for a continuous period of not less than twelve months."
 - Blindness is defined as "central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no less than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less."
 - Residents who claim exemption because of disability or blindness must also provide certification from a medical professional stating that because of this blindness or disability, they are unable to comply with the community service requirement. If a resident does not meet this

definition of blindness or disability and believes that he or she is unable to perform community service or economic self-sufficiency activity, he or she may apply for an exemption from the requirement as a reasonable accommodation under OHA's Reasonable Accommodation Policy. An application for reasonable accommodation can be obtained at the development management office.

- C. Resident household members who are the primary caregivers of a blind or disabled individual as described in Paragraph 2;
- D. Resident household members who are engaged in work activity as defined under §407(d) of the Social Security Act (42 U.S.C. §607(d)) for at least thirty (30) hours each week. Work activities are:
 - Unsubsidized employment;
 - Subsidized private sector employment;
 - Subsidized public sector employment;
 - Work experience, including work associated with refurbishing publicly assisted housing, if sufficient private sector employment is not available;
 - On-the-job training;
 - Community service programs;
 - Vocational educational training not to exceed twelve (12) months;
 - Job-skills training directly related to employment;
 - Education directly related to employment for a resident who has not received a high school diploma or a certificate of high school equivalency;
 - Satisfactory attendance at a secondary school or a course of study leading to a certificate of general equivalence for a resident who has not completed high school or received such a certificate; or
 - The provision of childcare services to an individual who is participating in a community service program.
- E. Resident household members who are exempt from work activity under Part A of Title IV of the Social Security Act (42 U.S.C. §601 et. seq.) or under any other state welfare program, including a state-administered welfare-to-work program; or
- F. Resident household member who is a member of a family receiving assistance, benefits or services under a State program funded under part A of

Title IV of the Social Security Act (42 U.S.C. §601 et. seq.) or under any other state welfare program, including a state-administered welfare-to-work program, and who is not found to be in non-compliance with any provision of that program.

VI. Verification of Exemptions

All applicants will be provided with an information sheet describing the community service/self-sufficiency requirement at the time they make their final application. At the time the lease is signed, the property manager will again provide the head-of-household with the community service information sheet. The head of household will be asked to declare which household members are exempt from community service and provide the appropriate verifications. OHA will provide non-exempt residents with a list of agencies in the community that provide volunteer and/or training opportunities.

OHA management staff will review the exemption status of each family member at the time of the annual reexamination (every twelve months). During the twelve-month period, residents are responsible for reporting changes in exempt status as described in section VII (below). OHA will conduct an interim reexamination if a change is reported.

In order to establish an exemption, the following verification must be provided:

- A. *Age 62 or over:* Any birth certificate or proof of age already submitted by the resident to establish age or achieve eligibility or occupancy as a person 62 or older shall be deemed sufficient verification.
- B. *Disability or Blindness:* Receipt by a household member of Social Security Disability or SSI benefits shall be deemed proof of disability under this policy (subject to the certification requirement, as stated below). A household member whose application for disability benefits is pending shall be deemed disabled unless and until a denial of the application is received. Any resident who believes they meet the definition of disability included in this policy may submit a statement from their treating physician providing OHA staff with facts that will assist them in determining whether the resident is disabled within the definition applicable under this policy. If a resident does not meet this definition but still believes that he or she is unable to perform community service, the resident may apply for a reasonable accommodation under the OHA reasonable accommodation policy. The manager will provide an application for a reasonable accommodation upon request.

Residents who claim an exemption because of blindness or disability shall also provide certification from an appropriate medical professional, indicating that they are unable to comply with the community service requirement because of the blindness or disability.

- C. *Primary caregiver of a disabled person:* A statement from the person being

cared for or his/her guardian affirming that the resident seeking the exemption acts as the primary caregiver and the period during which he/she is expected to continue in that role shall be adequate verification.

- D. *Engaged in work activity*: The verification of employment income provided to OHA for rent determination shall be adequate for this purpose. Verification of participation in job training or other qualifying program must be submitted by the providing organization or school.
- E. *Exempt from work activity under state welfare program*: Verification of the exemption should be obtained from the welfare department.
- F. *Member of a family who receives assistance from a state welfare program and is in compliance with that program*: Verification of receipt of program assistance and compliance should be obtained from the welfare department.

VII. Changes in Exempt Status:

If, during the twelve (12) month period, a **non-exempt person becomes exempt**, it is his/her responsibility to report this information to OHA and provide documentation of such. When such change is reported, OHA will conduct an interim reexamination and provide the person with the appropriate verification procedures.

- When a non-exempt person becomes exempt, he/she will remain responsible for the hours accrued prior to the application of the exemption (*i.e. if a resident becomes exempt 6 months into the year, he/she will be responsible for completing 48 hours of community service/self-sufficiency work by the end of the twelve-month period*).
- Further, if a non-exempt resident becomes exempt while working to complete past-due hours under a Community Service Agreement (see Section VII, below), he/she will remain responsible for completing the past-due hours under the agreement and any additional hours accrued prior to the application of the exemption.

If, during the twelve (12) month period, an **exempt person becomes non-exempt**, it is his/her responsibility to report this to OHA. When such change is reported, OHA will conduct an interim reexamination and provide the person with the appropriate declaration forms and a list of agencies in the community that provide volunteer and/or training opportunities.

VIII. Annual Determinations of Compliance

As stated previously, each year, as part of the annual reexamination process, OHA will determine whether each non-exempt household member has complied with the community service requirement and whether each exempt household member continues to be exempt.

Included with the letter requesting the family to attend its annual reexamination will be a reminder that resident compliance with and/or exemption from community service will be determined as part of the status review. A list of exemption categories, a reminder that certain exemptions³ from the community service requirement must be reviewed annually and a Community Service Exemption Certification Form will be attached to the letter. Additionally, the OHA will include a documentation-of-hours form for each household member who was required to perform community service. These forms (see Section III, above) must be completed and returned to the site manager at least thirty (30) days before the lease term expires.

If the OHA determines that the household is in compliance with the community service/self-sufficiency requirement, as well as all other requirements for continued occupancy, the lease will be automatically renewed. Generally, an annual lease signing process is not necessary.

Noncompliance:

If the OHA determines that a non-exempt resident has not complied with the community service/self-sufficiency requirement, the OHA must notify the head-of-household in writing. The notification must also inform the resident that:

- The determination of noncompliance is subject to the OHA's Tenant Grievance Procedure;
- Unless the resident enters into an agreement to cure⁴ or the noncompliant adult no longer resides in the unit (and the household provides verification of such), the lease of the household shall not be renewed.

To take advantage of the statutory opportunity to cure, the noncompliant adult and the head-of-household must enter into a Community Service Agreement, stating that the noncompliant adult will complete, over the next 12-month term of the lease, all past-due hours of community service from the previous year AND the additional hours accruing during the current lease year. This shall be considered to satisfy the statutory cure opportunity and no additional cure period will be provided.

If any member of the household is not willing to sign a Community Service Agreement to make up the deficient community service hours, or did not meet the requirement of a prior lease period Community Service Agreement, the lease agreement shall not be renewed. As required by law and federal regulations, continued noncompliance will result in the commencement of eviction procedures against the entire household.

³ All exemptions other than the "Age 62 or Older" exemption must be reviewed at least annually.

⁴ If the resident signed an agreement to complete delinquent hours the previous year, that resident will not be allowed to enter another agreement in the consecutive year. In this situation, the resident shall be informed that he/she MUST complete all hours by the end of the twelve-month period or he/she will be considered in breach of the service requirement and the prior agreement. If the resident does not complete all outstanding hours by the end of the twelve-month period, the lease will not be renewed.

Chapter Fourteen

CHAPTER 14: RESIDENT GRIEVANCE PROCEDURE AND SPECIAL APPEAL PROVISIONS

I. Introduction

It is the policy of the Housing Authority of the City of Omaha (OHA) to ensure that all families have the benefit of all protections due to them under the law.

Section II of this chapter describes the **OHA's Resident Grievance Procedure**, which is an administrative method prescribed by the Department of Housing and Urban Development (HUD) to deal with resident complaints. HUD's regulatory requirements regarding tenant grievances may be found at 24 C.F.R. §966.5-966.57 (24 CFR Part 966, Subpart B). The Resident Grievance Procedure is incorporated, by reference, into OHA's Public Housing Lease.

Section III of this chapter describes **special provisions applicable to appeals regarding immigration status**.

At all stages of these grievance and appeal procedures, **the OHA shall provide reasonable accommodation** to allow persons with disabilities to participate. Reasonable accommodation may include, but is not limited to: accepting grievance requests at alternate sites or in alternate formats; having staff reduce an oral request to writing; or providing accommodation in the hearing itself, such as qualified sign language interpreters, readers, accessible locations or attendants. If the tenant is visually impaired, any notices required under this chapter must be in an accessible format. Further information regarding reasonable accommodation may be found in *Chapter 1 of this Policy*.

II. Resident Grievance Procedure

A. Definitions

For the purposes of the Resident Grievance Procedure, the following definitions are applicable:

"Grievance" shall mean any dispute a resident may have with respect to an action of OHA or its failure to act in accordance with the individual resident's lease or with OHA regulations and which adversely affect the individual resident's rights, duties, welfare or status.

"Complainant" shall mean any resident whose grievance is presented to OHA in accordance with the provisions of this chapter.

"Hearing Panel" shall mean the Hearing Officers selected in accordance with *Section II (C) (6)* of this chapter, specifically to hear grievances and render a decision with respect thereto.

"Resident" shall mean any lessee, or remaining head of household of any resident family residing in housing accommodations covered by the lease.

"Working days" are weekdays, Monday through Friday, but excluding holidays that are observed by the OHA.

B. Applicability

The Resident Grievance Procedure is applicable to all disputes which a resident may have **with respect to OHA action or failure to act** in accordance with the individual resident's lease or with applicable regulations, which adversely affect the individual resident's **rights, duties, welfare or status**.

This grievance procedure is applicable to all residents with dwelling leases entered into directly by the Housing Authority of the City of Omaha (OHA), with the exception of leases for Section 23 leased housing developments, Section 8 Housing Assistance Payments Program, where the owners enter into leases directly with residents. By reference therein, this Grievance Procedure shall become a part of all applicable resident leases.

The Resident Grievance Procedure is **not applicable** to:

- **Appeals by applicants** for Public Housing, which are handled under the procedures described in *Chapter 2* of this policy.
- Any grievance concerning an eviction or termination of residency based upon **any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or OHA staff**, or upon **any drug-related criminal activity** on or off the premises.¹
- **Class grievances**, and is not to be used as a forum for initiating or negotiating changes to OHA policies and procedures.

C. Required Procedures for Presentation of Grievances

The OHA's Resident Grievance Procedure shall operate in the following manner. If the complainant or the OHA fail to comply with required procedures, they may waive their right to further pursue the grievance under these provisions.

1. Informal Settlement

The first step in the grievance process is to attempt informal settlement. At the informal stage, residents must present their grievances personally, either orally or in writing, **to the Site Manager of the development in which he or she resides**. **Grievances must be presented within three (3) working days** of the date of the adverse action. If a complainant fails to present a grievance for informal settlement within three (3) working days, he or she shall be deemed to have waived his/her right to a hearing under the Tenant Grievance Procedure unless he or she can

¹ HUD has determined that the law of the State of Nebraska requires that a tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. See *Legal Opinion GCH-0058*, June 1, 1992, available at <<http://www.hud.gov/offices/adm/hudclips/lps/GCH-0058LOPS.pdf>>. Because of this "due process determination" by HUD, the OHA may exclude such matters from its Resident Grievance Procedure under 24 C.F.R §966.51.

demonstrate good cause for his/her failure to present the request. Failure to present a grievance for informal settlement shall not constitute a waiver by the complainant of his/her right to contest any action of OHA in any appropriate judicial proceeding to which he/she may be entitled by law.

2. Scheduling the Informal Meeting

When the complainant submits the grievance, the OHA will review the action complained of to determine whether it is a matter that is excluded from the grievance process. If the OHA determines that the grievance procedure is applicable to the action complained of, it will conduct the informal settlement meeting immediately, or schedule another time **within five (5) working days of the date the complainant first presents the grievance.**

In most cases, **the Site Manager will conduct the informal settlement meeting**; however, in appropriate circumstances, the Site Manager may refer the complainant to the Sector Manager or another employee of the OHA.

3. Providing the Informal Meeting Summary

Within **three (3) working days** of the date of the informal meeting, the OHA will provide the complainant with a written summary of the informal settlement meeting. The written summary shall include:

- The **names** of the participants;
- The **date** of the meeting;
- The **proposed decision** and the **specific reasons** for the decision;
- If the grievance is regarding a notice of lease termination (eviction notice), whether the notice remains in effect or is revoked;
- If management is to take corrective action, the date upon such action will be taken or completed;
- The **procedure for obtaining a hearing** before a hearing panel.

One copy of the summary shall be delivered to the complainant personally, and one copy shall be placed in the resident's file. If the complainant is not fluent in English, a copy will be prepared in the complainant's native language.

4. Requesting a Hearing before the Hearing Panel

If the complainant is not satisfied with the results of the informal hearing, he or she must submit a written request for a hearing before the hearing panel within **three (3) working days** of the receipt of the Informal Meeting Summary.

The request **shall be in writing** and must be presented to the **development office in which the complainant resides** or to the **OHA's Community Partnerships Manager at the Gateway Building**, 4401 N. 21st Street, Omaha, Nebraska, 68110.

The request may be simply stated, but **shall be signed by the complainant and must specify the following**:

- The reason(s) for the grievance; and
- The action sought from the PHA.

All complaints and/or copies must be date-stamped at time of receipt by OHA. The complainant should retain a copy of the request for his/her records.

If the complainant does not request a hearing in accordance with these requirements within **three (3) working days**, the OHA's disposition of the grievance in the Informal Meeting Summary shall stand, and the tenant will be considered to have waived all further rights under the Tenant Grievance Procedure. However, that failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest OHA's action in an appropriate judicial proceeding.

5. Escrow Deposits (Grievances Regarding Rent Amount)

If the grievance involves the amount of rent payable by the complainant that the OHA claims is due, the complainant **must pay an escrow deposit to the OHA** at the time he or she places the request for a hearing before a panel.

The amount of the escrow deposit shall be the amount of rent the OHA says is due and payable as of the first of the month preceding the month in which the act or failure to act occurred. After the first deposit, the family must deposit the same amount monthly until the grievance is resolved by decision of the hearing panel. All escrow deposits shall be made in the form of a money order or cashier's check. **Failure to make the escrow deposit shall terminate the grievance procedure**, but shall not waive the tenant's right to contest the action in an appropriate judicial proceeding.

Acceptance of the escrow deposit by the OHA **shall not constitute a waiver of any notice of lease termination or eviction notice**.

The OHA **must waive the escrow deposit requirement** if the tenant is paying minimum rent and the grievance is concerning a **request for hardship exemption** or imputed welfare income.

6. Composition of the Hearing Panel

Grievances shall be presented before a hearing panel consisting of five (5) impartial and disinterested individuals selected by the OHA as follows:

- Two (2) panel members shall be selected from among the officers of the various Resident Councils, provided however, that no officer of the resident council for the development in which a complainant resides shall serve on any hearing panel concerning that complainant's grievance;
- Two (2) panel members shall be selected from the Outreach Coordinators working for the OHA;
- One (1) panel member shall be selected from a local social service agency, such as Family Housing Advisory Services, the National Conference for Community and Justice, Urban League, or other similar agency.

OHA shall select and promptly notify those individuals who are to serve on a particular Hearing Panel.

7. Scheduling the Hearing before the Panel

Upon receiving a request for a panel hearing and determining that the complainant has followed all applicable procedures described in the preceding sections, the OHA will schedule a reasonable time for the hearing **within five (5) working days of the date the complainant submits the request**. Written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant, to OHA's Community Partnerships Manager, to the Site Manager of the development in which the complainant resides, and to each member of the Hearing Panel.

8. Hearing Procedures

The hearing shall be conducted by a hearing panel that is selected in the manner described above. The hearing shall be conducted informally **by a presiding officer chosen from among the members** of the Hearing Panel by the members themselves. All actions of the Hearing Panel shall be by majority vote of the members of said panel. A quorum of any hearing panel shall be sufficient to hear all grievances. A **quorum** shall consist of at least three (3) members.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and thereafter, OHA must sustain the burden of justifying OHA's action or failure to act against which the complaint is directed. Oral or documentary evidence as limited to the facts raised by the complaint **may be received without regard to admissibility under the rules of evidence** applicable to judicial proceedings.

The Hearing Panel shall require OHA, the complainant, counsel and other participants or other spectators to **conduct themselves in an orderly fashion**. Failure to comply with the direction of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party in granting or denial of the relief sought, as appropriate.

The complainant or OHA *may* arrange in advance and, at the expense of the party making the arrangements, for a transcript of the Hearing. If a transcript is made, any interested party may purchase a copy of such transcript. However, transcription shall be a discretionary matter in all cases, and it shall not be necessary for the OHA to record or transcribe the hearing.

a. Due Process

In all cases, the complainant shall be afforded a fair hearing **providing the basic safeguards of due process** which shall include:

- The opportunity, prior to the hearing, **to examine all OHA documents**, including records and regulations, that are relevant to the hearing. The complainant shall be allowed to copy any such documents at his/her own expense. If the OHA does not make the document available for examination upon request by the complainant, the OHA may not rely on such document at the grievance hearing.
- The right **to be represented by counsel** or other person so designated by the complainant as his/her representative;
- The right to a **private hearing** unless the complainant requests a public hearing;
- The right **to present evidence and arguments** in support of his or her complaint, **to controvert evidence** relied upon by the OHA, and **to confront and cross-examine all witnesses** upon whose testimony and information OHA relies; and
- **A decision based solely and exclusively upon the facts** presented at the hearing.

The Hearing Panel may render a decision without proceeding with the Hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

b. Failure to Appear, Postponement for Good Cause

If the complainant or the OHA fails to appear at the scheduled hearing, the hearing panel may make a determination to postpone the hearing for good cause for a period not to exceed five (5) business days; or alternatively,

may make a determination that the absent party has waived his/her right to a hearing. Both the complainant and the OHA shall be notified of the determination of the hearing panel. A determination that the resident has waived his/her right to a Hearing shall not constitute a waiver of any right of the resident may have to contest OHA's disposition of the grievance in an appropriate judicial proceeding.

9. Decision of the Hearing Panel

Within **three (3) working days of the date of the hearing**, the Hearing Panel shall send written notice to the complainant of the decision, including the action required to be taken or not taken, and the specific reasons for the decision. The decision shall be based exclusively on the facts and evidence presented at the hearing, and upon applicable policies, laws and regulations.

A copy of the decision shall be placed in the complainant's tenant file. Additionally, a copy with all names and dates redacted shall be maintained by the OHA and made available for a prospective complainant, the complainant's representative or the Hearing Panel.

The **decision of the hearing panel shall be binding on the OHA**, and the OHA shall be required to take the action or refrain from taking the action cited in the decision, **unless the OHA Board of Commissioners determines within thirty (30) days** and notifies the complainant that:

- The grievance does not concern OHA action or failure to act in accordance with or involving the complainant's lease or applicable regulations, which adversely affect the complainant's rights, duties, welfare or status; or
- The decision of the hearing officer/panel is contrary to Federal, state or local law, or contrary to HUD regulations or requirements.

In the event Board of Commissioners determines the decision of the Hearing Panel is improper, OHA shall specify the precise nature of its objection and the laws and regulations it believes are contravened.

10. Eviction Actions Based upon Decisions of the Hearing Panel

If a resident has requested a hearing as provided herein, involving a Notice of Termination of a residency (eviction notice), the tolling of **time to vacate the premises or cure the notice shall be paused** while the grievance is pending.

If the Hearing Panel upholds the decision to issue the eviction notice, the **notice periods will resume tolling when the decision of the Hearing Panel is delivered to the complainant**. In such cases, the decision of the Panel must indicate that the original eviction notice is valid and in effect, and that the resident shall cure the notice or quit the premises within the time frames stated therein.

11. Seeking Further Relief

A decision by the Hearing Panel or Board of Commissioners in favor of the OHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

12. Miscellaneous Provisions

a. Amendments

No substantive amendments to these rules or significant changes in procedures may be made without first posting said amendments for a period of thirty (30) days as set forth in Subsection B herein, and providing the residents an opportunity to present written comments which shall be taken into consideration by OHA prior to the amendment becoming effective.

b. Posting of Procedures

A copy of these procedures and of any revisions hereto shall be posted in a conspicuous place in every development and shall be available at every development, from OHA's Central Office and from the officers and representatives of the local resident organizations.

c. Notice

All notices, answers or decisions required under these procedures to be sent to the resident must be delivered in person to an adult member of the resident's household or mailed, postage prepaid, to the resident.

II. Special Appeal Provisions Applicable to Immigration Status Determinations

If a resident or applicant claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the OHA shall, within ten (10) days, notify the applicant or resident of their right to appeal to the INS within thirty days, or to request an informal hearing with the OHA either in lieu of or subsequent to the INS appeal. The request for a hearing with the OHA must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen (14) days of receipt of that notice. The time period to request an appeal may be extended by the OHA for good cause.

If the family appeals to the INS, they must give the OHA a copy of the appeal and proof of mailing, or the OHA may proceed to deny or terminate. If the family has informed the OHA of a pending INS appeal, assistance may not be delayed, denied or terminated on the basis

of immigration status at any time prior to the receipt of the decision from the INS appeal. Assistance to a resident family may not be terminated or reduced while the OHA hearing is pending but assistance to an applicant family may be delayed pending the OHA hearing.

If the family requests an informal hearing with the OHA, the hearing shall be conducted in the following manner:

- For current residents, according to the Tenant Grievance Procedure as described in the Section II of this Chapter; or
- For applicants, according to the procedures described in Chapter 2 of this policy.

If the hearing officer decides that the **individual is not eligible, and there are no other eligible family members**, the OHA will deny the applicant family or terminate the participant. If the hearing officer determines that the **individual is not eligible but there are eligible members of the family**, the OHA will offer to prorate assistance or give the family the option to remove the ineligible members.

Chapter Fifteen

CHAPTER 15: FAMILY DEBTS TO THE OMAHA HOUSING AUTHORITY

I. Introduction:

This chapter describes the policies of the Omaha Housing Authority (OHA) for the recovery of amounts that have been underpaid by families. It describes the methods that will be used for collection of debts and the guidelines related to different types of debts. It is the OHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the OHA's claim that a debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the OHA, the OHA will make every effort to collect it. It will use a variety of collection tools, including, but not limited to the following:

- Requests for lump sum payments;
- Civil suits;
- Repayment agreements; and
- Payroll deduction (in the case of OHA employees who owe a debt).

II. Repayment Agreements for Families

A repayment agreement is a document entered into between the OHA and a person who owes a debt to the OHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the OHA upon default of the agreement.

Unless the family is in default, the repayment agreement itself will not affect a family's ability to transfer to another unit according to the guidelines described in Chapter 8 of this Policy.

A. General Terms of the Repayment Agreement

The Repayment Agreement is to be used to set a formal payment arrangement for amounts owed by a current resident to the OHA. The agreement is intended to be used to make arrangements for the payment **of retroactive rent, maintenance or damage fees, legal fees, late fees** and (at the discretion of the Program Integrity Department) **certain other past-due balances**. Additionally, they will be used in cases where the family has had a temporary hardship exemption from the minimum rent (*see Chapter 6 of this Policy*). Only the Program Integrity Department, Director of Property Management or the Sector Property Managers may authorize a repayment agreement.

Repayment agreements must be signed by the head-of-household.

In addition, the OHA will apply the following general terms to all of its repayment agreements.

1. Eligibility

In order to be eligible to enter into a repayment agreement:

- The family must be current OHA resident(s);
- The family must have some source of income, whether earned or unearned;
- The amount of the debt must be \$150 or more;
- The debt must not be so large that it will take more than three (3) years to repay, and must not be above the amount deemed collectible by a public housing agency under HUD directives; and
- The family must not be currently under another repayment agreement and must not have been under another repayment agreement within the past year (except in certain limited circumstances at the discretion of the Program Integrity Department).

2. Duration

The OHA will allow the family **a maximum of three years to make full payment of the debt under a Repayment Agreement**, except in certain limited circumstances as determined and approved by the Program Integrity Department (PID).

3. Appointment and Initial Deposit

If the PID determines that a family is eligible to sign a repayment agreement, it will schedule an appointment for the resident to review and sign the agreement.

The resident's appointment to sign a repayment agreement will only be rescheduled upon written or telephonic request by the participant. Except in the case of verifiable extenuating circumstances, **the appointment will not be rescheduled more than once.**

The resident will have five working days (from the date of the appointment) for his/her legal counsel review the repayment agreement prior to signing. This period may be extended three additional days upon written request by the participant. The initial payment date will not change. If the repayment agreement is not returned within five working days and no extension has been granted, the OHA will proceed to terminate the resident's lease for failure to pay the balance due.

The resident will be required to pay an **initial deposit**, which will be described specifically within the Repayment Agreement. In the case of debts for retroactive rent, the initial deposit will be no more than ten percent (10%) of the total balance owed. In the case of other debts, the amount of the initial deposit will be determined by the Program Integrity Department.

4. Monthly Payment and Default

The OHA will determine the monthly payment for each family according to its income and ability to pay. The **minimum monthly payment** amount under an OHA repayment agreement shall be \$50.

Payments are due on the **first day of each month**, unless the repayment agreement specifically and expressly designates otherwise. If the due date is on a weekend or a holiday, the due date will be at the close of the next business day.

All payments must be made at **OHA's Central office** (540 South 27th Street) and placed in a **blue envelope directed to the attention of the Program Integrity Department**.

Payments must be in the form of a **cashier's check or money order**.

If the family's payment is late, and the default continues for two (2) days or longer, the OHA will take one or more of the following actions:

- Assess a \$25 administrative late fee;
- Declare the entire outstanding balance due and owing (without notice);
- Terminate tenancy in accordance with the terms of the lease agreement;
- Seek other legal recourse.

5. Additional Debt Incurred While Under Repayment Agreement

If the family incurs additional debt while under a repayment agreement, the family may not enter into another repayment agreement. However, in certain circumstances, upon approval of the Program Integrity Manager, the repayment agreement may be amended to include the additional debt incurred.

In the event of a move out or eviction, the repayment agreement will continue to be enforced and be subject to additional fees incurred as a result of said actions. Debts occurring during the term of this agreement not resulting in eviction may constitute a default and/or be added to this agreement pending the outcome of any regulatory grievance process.

B. Reduction in Payments and Suspension for Financial Hardship

Once the family has made **two (2) timely payments** under the terms of the repayment agreement, the family may **request that the amount of its payment be reduced**. The family must make the request in writing to the Program Integrity Department, and the requested payment amount must be reasonable with respect to the time frame for paying the total amount of the debt.

Additionally, at any time, the family may request (in writing) a **suspension in payments due to financial hardship**. In order to qualify for a suspension of payments:

- The family must have had a significant decrease in income or other qualifying circumstance;
- The family must request the suspension in writing and deliver such request to the Program Integrity Department prior to any default in payment;
- The family must provide appropriate verification;
- The OHA's Program Integrity Department must approve the suspension of payments.

Suspensions of the payment amount for financial hardship shall continue for **ninety (90) days, or until the hardship ends**, whichever comes first.

III. Reporting Outstanding Debts

When a family leaves OHA housing owing a debt, the OHA is required to report the debt through HUD's Enterprise Income Verification system. Prior to reporting the debt, the OHA will give notice to the tenant as required by HUD directives.

Individuals and families who owe an outstanding balance to any public housing agency will not be eligible for housing assistance. *See Chapter 2 for additional information regarding eligibility.*

IV. Debt Forgiveness

The OHA's Program Integrity Manager shall have the authority to forgive the debts of former tenants that are deemed uncollectable. An **uncollectable debt** is a debt for which the OHA has **no legitimate documented historical evidence**, or which is **time-barred by federal statutes of limitations**. The OHA **will not** forgive a debt solely because it is more than seven years old.

In addition, at his/her discretion, the OHA's Program Integrity Manager shall have the authority to forgive late fees on the ledgers of former tenants, when those late fees have been assessed outside the current calendar year.

Debts that have been forgiven will not be reported through HUD's Enterprise Income Verification system, or if they have previously been reported, the Program Integrity Department will report that they should be removed from the system. As such, they will not affect a tenant's future ability to receive housing assistance through OHA or other Public Housing Agencies.

IV. Write-Offs by the Board of Commissioners

Periodically, at least every six (6) months and in December of each year, a resolution requesting authorization to write-off vacated tenant balances will be submitted to the OHA Board of Commissioners for approval. Along with the resolution will be an analysis of the OHA's bad debt reserve. Though the outstanding balances of vacated tenants may be written off under these guidelines, efforts will still be made to collect such debt. The efforts will include:

- Reporting of the debt through HUD's Enterprise Income Verification System;
- Requiring that the individual pay the amount owed prior to receiving assistance through any OHA program;
- Other legal action.

Chapter Sixteen

CHAPTER 16: PROGRAM INTEGRITY

I. Introduction

The Omaha Housing Authority (OHA) is committed to ensuring that program funds made available to it are spent in accordance with the guidelines of the Department of Housing and Urban Development (HUD) and any other applicable federal, state or local requirements. In order to maintain its credibility with applicants, residents, HUD and the larger community, the OHA is intent upon enforcing program requirements.

The primary purpose of the Program Integrity Department is to:

- Promote the integrity, efficiency, effectiveness and integrity of OHA programs and operations, and to assist the agency in meeting its mission;
- Detect and prevent waste, fraud and abuse;
- Seek administrative sanctions, civil recoveries and/or criminal prosecution of those responsible for waste, fraud and/or abuse in OHA programs and operations; and
- Investigate and review programs and operations to identify any inefficiencies, and potential for misconduct therein, and to recommend methods for eliminating inefficiencies and preventing misconduct.

When residents, contractors or OHA employees fail to adhere to or violate program requirements, the OHA will take appropriate action. The action that is appropriate depends on the particular case and the surrounding circumstances.

This chapter describes HUD and OHA policies and procedures designed to prevent, detect, investigate and resolve instances of waste, program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

II. Distinguishing Between Errors or Omissions and Fraud or Abuse

Cases of intentional misreporting, abuse, fraud or noncompliance will be governed by the policies and procedures in this chapter.

A. Errors or Omissions

The terms “error” and “omission” are used to identify situations in which a family or owner does not comply with program requirements or staff members incorrectly apply program rules. An error or omission may be intentional or unintentional. Some will affect family payment and subsidy amounts; others will not. The unique circumstances of each case will determine how to best handle the situation.

Errors or omissions that affect the family's rental amount or Total Tenant Payment will receive high priority.

Examples of errors and omissions include:

- Failure to report required information due to lack of understanding, such as omitting a particular asset or failing to report a source of income.
- Incorrect reporting, such as reporting the income source but incorrectly stating the amount of income.
- Failure to report changes as required, such as failure to notify the PHA of a change in family composition or income.

B. Fraud and Abuse

The terms "fraud" and "abuse" are used to identify a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in administering public housing assistance in violation of program requirements.

In cases of intentional misreporting, OHA will evaluate the special circumstances and seriousness of the case to determine whether it is a case of fraud.

Examples of fraud and abuse include:

- Intentionally misrepresenting income, assets, and allowances;
- Intentionally misrepresenting family composition;
- Initiating and participating in bribes or other illegal activities.

III. Preventing, Detecting and Investigating Errors, Program Abuse and Fraud

OHA anticipates that the vast majority of families, owners, and OHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

To ensure that the Public Housing program is administered effectively and according to the highest ethical and legal standards, the OHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

A. Preventing Errors and Program Abuse

At a minimum, the OHA will employ the following techniques or approaches to preventing program errors, omissions, fraud and abuse.

- Discussion of compliance, fraud and program integrity issues during the Public Housing Orientation and Briefing session described in Chapter 9 of this Policy;
- The OHA will provide each applicant and participant with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse;
- The OHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key forms and form letters that request information from a family;
- OHA staff will be required to review and explain the contents of all HUD- and OHA-required forms prior to requesting family member signatures;
- The OHA will provide OHA employees with the necessary training on program rules and the organization's standards of conduct and ethics;
- The Program Integrity Department shall establish and keep current, policies and procedures as a means for deterrence and detection of fraud and abuse by applicants, residents and employees;
- The OHA will independently verify all factors affecting a family's eligibility and payment including the use of, but not limited to Enterprise Income Verification (EIV) (See Chapter 7);

B. Detecting Errors and Program Abuse

In addition to taking steps to prevent errors and program abuse, the OHA will use a variety of activities to detect errors and program abuse.

1. Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed for quality control purposes. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth;

- Authenticity of file documents;
- Analysis of ratio between reported income and expenditures; and
- Review of signatures for consistency with previously signed file documents.

2. Observation

OHA Property Management staff (to include maintenance personnel) and the Program Integrity Department will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

3. Individual Reporting of Possible Errors and Program Abuse

The OHA will encourage staff, residents and the public to report possible program abuse. The Program Integrity Department will accept fraud and abuse referrals, complaints or tips by mail, telephone or in person.

4. Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

The OHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the OHA's error detection and abuse prevention efforts.

C. Investigating Claims of Errors and Program Abuse

All cases referred to the OHA's Program Integrity Department (PID) will be governed in accordance with the provisions in this policy. The PID will review all referrals, specific allegations, complaints and tips from any source, including individuals, companies and other agencies, to determine if the allegations warrant investigation.

Only allegations that contain **one or more independently verifiable facts** will be investigated. Additionally, the PID shall investigate allegations of fraud **only when there is a monetary or property loss, or risk of loss**, to the OHA or HUD. The PID will not follow up on allegations that are vague or otherwise nonspecific. In certain circumstances, cases may be referred to the appropriate Property Management staff member for follow-up.

1. **Consent to Release of Information**

The OHA may investigate possible instances of error or abuse using all available internal and public records. If necessary, the OHA will require families to give consent to the release of additional information.

2. **Analysis and Findings**

For each investigation the OHA will at a minimum, determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the OHA, and (3) what corrective measures or penalties will be assessed.

The Program Integrity Department may confront the family, owner or employee with any information it has and discuss the facts. It may also interview and obtain additional information from third party sources, such as OHA staff, representatives of other local agencies, the reporting party, employers or others with pertinent information.

The OHA will base its evaluation on a preponderance of the evidence collected during its investigation. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

After completing its investigation, the Program Integrity Department will prepare a summary report, which will contain the following:

- Name and address of the subject(s);
- Synopsis of the alleged abuse or fraudulent activity;
- Name and address of known witnesses or persons having knowledge of the allegations;
- Known or suspected period during which the alleged offense occurred;
- Known or suspected monetary loss;
- Determination, based on the evidence, as to whether the subject is abusing or has abused the program and is receiving or received a benefit to which he or she is not entitled;

- Corrective action to be taken to remedy the situation.

Confidentiality: Until the conclusion of the investigation, all investigatory files and reports shall be confidential and shall not be disclosed to any person or agency, other than an appropriate law enforcement agency, or individuals within the OHA who are part of the investigatory process.

3. Resident Conferences for Serious Violations and Misrepresentations

At the discretion of the PID, a resident conference may be scheduled when it has been determined that material misrepresentation(s) may have occurred. A representative from PID and any other OHA staff who may be knowledgeable about the circumstances of the case should be present during the conference.

This conference will take place prior to any proposed action by the OHA. The purpose of such conference is to review the information and evidence obtained by the OHA with the resident, and to provide the resident an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by the OHA. In addition, the resident will be given **five (5)** days to furnish any evidence to refute the allegations or to prove mitigating circumstances.

A secondary purpose of the Resident Conference is to assist the OHA in determining the course of action most appropriate for the case.

4. Determination of Proposed Action

Prior to the final determination of the proposed action, the OHA will consider:

- The duration of the violation;
- The resident's ability to understand the rules;
- The resident's willingness to cooperate, and to accept responsibility for his/her actions;
- The amount of money involved;
- The resident's past history;
- Whether or not criminal intent has been established;
- The number of false statements.

If the investigation leads to a formal, informal or judicial hearing, the PID will send a representative fully knowledgeable of the case in question.

IV. Remedies for Errors and Program Abuse

The OHA will make a prudent effort to obtain full repayment of underpaid rent through repayment agreements, civil judgments and garnishments. The Program Integrity Department will initiate administrative or legal actions to resolve income discrepancies and collect retroactive rent from the family. Whether the OHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

OHA has the discretion to consider all of the circumstances in each case when determining whether or not to terminate the family's lease agreement or take other corrective action.

A. Assessment of Retroactive Rent

In the case of family-caused errors or program abuse, the family will be required to repay the total amount of retroactive rent within thirty (30) days, or (if eligible, see *Chapter 15*) enter into a repayment agreement within thirty (30) days. The OHA may, but is not required to, offer the family a repayment agreement in accordance with the criteria described in Chapter 15 in this policy. If the family fails to, or is unable to repay the excess subsidy, the OHA will begin procedures to terminate the lease agreement and may take other corrective action.

In calculating the amount of retroactive rent, the PHA must maintain full and complete documentation of the debt. The following is OHA's approach for determining and documenting the amount of retroactive rent:

- Record the data used and steps taken to calculate the incorrect rent payment;
- Record the real data that should have been used and recalculate the rent payment;
- Conduct third party verification of new data;
- Compare the recalculated/correct rental payment to the actual rent charged;
- Record action taken

Before taking action against a family for any perceived abuse or noncompliance related to the calculation of rent, the OHA will carefully review documentation and calculations in the file and ensure there are no file errors.

B. Other Corrective Measures and Penalties

In addition to requiring repayment of retroactive rent amounts, the may, at its discretion, impose any of the following remedies when there are errors or program abuse caused by the family:

- Terminate the lease agreement;
- Require a culpable family member to vacate the unit as a condition of continued tenancy;
- Refer the family for state or federal criminal prosecution;
- Pursue other civil litigation.

If a preponderance of the evidence indicates that the resident's abuse of the program was willful or intentional, the OHA may refer the cases to the HUD Special Agent in Charge (SAC) for investigation and possible criminal prosecution. The OHA may also pursue remedies under state or local law, or refer the case to the local prosecutor's office upon appropriate notice to HUD's Regional Inspector General for Investigations (RIGI). Cases sent to RIGI for investigation should contain, at a minimum, an investigative report addressing the areas discussed above (see Section C-2), as well as a summary of any or corrective or administrative actions or sanctions taken by the OHA and an indication of whether the matter has been referred to or considered by local prosecution or law enforcement agencies.

In addition, the OHA may pursue other remedies through civil court. The OHA must obtain HUD approval before initiating litigation in which it is requesting HUD assistance or participation.

Appendix

TRESPASS / BAN AND BAR POLICY

GUIDELINES

The following policy and guidelines of the Omaha Housing Authority (OHA) shall apply to all properties of OHA. All properties of OHA are for the sole use and benefit of the residents of such developments, members of their households, their lawfully invited guests, personnel of OHA and such other persons who have legitimate business on said property ("Permittees"). In an effort to protect the health, safety and welfare of its residents, persons upon said premises, other than named above, shall be regarded as trespassers and shall be prosecuted as allowed by law.

The trespass policy shall be conspicuously posted at each OHA development and tower in a manner sufficient to warn all persons of the policy. On request by any law enforcement officer or authorized personnel of OHA, any person found on OHA property must identify himself and demonstrate that he is within the above class of Permittees. Any person refusing or unable to identify himself or who is unable to demonstrate that he is a Permittee as defined above shall be issued a Trespass Notice (Ban and Bar) and be escorted from OHA property.

The OHA Ban and Bar Policy will be applied consistent with the OHA Criminal Background Check and eviction policies. This ban can only be rescinded by order of the Executive Director, Field Operations Director or Legal Counsel.

BAN AND BAR APPEAL PROCESS

A person can appeal a ban and bar letter. He must first present the appeal within three (3) working days after receiving the Ban and Bar Letter. The appeal can be presented in writing or orally and must be submitted in person to the Director of Field Operations at his office, 540 S. 27th Street, Omaha, NE.

The appeal will be heard by a three-person panel consisting of the Director of Field Operations, an uninvolved Sector Manager, and security personnel.

A person may make a second appeal to the Executive Director whose ruling shall be final.

VIOLATION OF BAN AND BAR/NOTICE OF TRESPASS

Banned and barred persons are in violation if they are:

- In any OHA housing unit
- On any OHA property
- On a public sidewalk within an OHA housing development
- In a vehicle on an OHA owned parking lot

Pursuant to Nebraska law on trespass, violators may be arrested for trespass.

All trespass notices must be approved by the Property Manager.

NOTICE OF TRESPASS
(BAN & BAR NOTICE)

To: _____
Name

Omaha Housing Authority (OHA) properties (Southside Development, Pleasantview, Spencer Homes, all towers and scattered site homes) are restricted. They are solely for the use of persons authorized by OHA. You are presently upon this property without license, invitation or privilege.

You are directed by OHA to leave this property at once.

This property has been posted with notice of OHA's restrictions and with warning to trespassers. As you have ignored these restrictions and warning, OHA hereby declares that you are **banned** from these premises and are **barred** from returning or attempting to return in the future except with OHA's expressed written permission.

If you fail to leave at once or if you unlawfully return, you may be prosecuted as a trespasser.

HOUSING AUTHORITY OF THE CITY OF
OMAHA

By _____
Signature
Title: _____

I HANDED A COPY OF THIS NOTICE TO THE ABOVE NAMED PERSON ON THE ____ DAY OF _____ 2002 AT _____ O'CLOCK _____.M.

Signature

Printed Name

I AM IN RECEIPT OF THE ABOVE NOTICE

Signature

Home address: _____

SSN: _____

You may appeal this ban and bar letter. You must present the appeal within three (3) working days after receiving this notice. The appeal can be presented in writing or orally and must be submitted in person to the Director of Field Operations at his office, 540 S. 27th Street, Omaha, NE.



Memo

To: Each Member of the OHA Board of Commissioners
From: Barry W. Long, Capital Improvements Director
Date: June 12, 2004
Re: OHA Policy Statement for Lead Safe Environment Procedures (M 1280)

RECOMMENDATION

The Housing Authority of the City of Omaha (hereinafter "OHA") Staff recommends that the Board of Commissioners resolve to approve the following policy statement that includes but shall not be limited to the development of Lead Safe Environment Procedures for both public housing and the housing choice voucher (section 8) programs.

POLICY STATEMENT

It is the policy of the Housing Authority of the City of Omaha to comply with the Department of Housing and Urban Development (HUD) Lead Based-Paint Guidelines (LBP Guidelines) and regulatory and statutory requirements for LBP and other lead hazards through the development and implementation of Lead Safe Environment Procedures.

OHA proposes to implement the policy through the development of plans and procedures to require lead testing at all OHA public housing properties and all Section 8 addresses, particularly, soil testing and abatement at the drip-line around the house where paint chips may fall and then get into the soil.

OHA proposes to implement the policy through the development of plans and procedures requiring all children ages 0 thru 6-years of age to be tested prior to moving into OHA public housing or a Section 8 property for blood leads. OHA would further require the same children to be tested annually until they turn six years old.

BACKGROUND

1. OHA has requested the EPA to complete lead soil testing at all public housing properties and has provided the EPA with a list of public housing units by address (the most recent PIC public housing list). EPA has agreed to do this testing at no cost to the OHA. We will continue communication with EPA to get a status report of the testing and copies of the results.

OHA is currently under contract with Professional Environmental (PE) Engineers to complete Lead-Based Paint (LBP) Risk Assessments of all OHA public housing developments. PE will make recommendations and complete an abatement plan for OHA that will include abatement of lead in soil at the drip-line.

2. OHA will schedule meetings with Dave Steinkraus of the Douglas County Health Department to jointly develop procedures for improving the flow of information between the two agencies. Mr. Steinkraus has received the most current list of OHA public housing addresses and is in process of searching County records back to 2000 for EBLs identified while residing at OHA public housing property.

OHA will pursue the possibility of sharing a database with the County Health Department that could be used to import data to the Yardi management software to record and track any OHA or Section 8 resident EBLs identified through the Douglas County screening process.

A search for Section 8 EBLs would require either providing the Health Department with an updated list of landlord properties every month or developing a limited access to the OHA network so that the Health Department could cross check any identified EBLs with the Section 8 addresses and then report to OHA any findings.

3. Blood testing – Legal counsel shall assist OHA in developing a questionnaire that requests information about minor children of applicants and current residents regarding elevated blood lead levels and requests that children 0 to 6-years of age have a blood test for lead. This could be updated annually at the tenant re-certification. Families that refuse to have their children tested would sign a waiver that they refuse to have their children's blood tested for lead.
4. Written procedures shall be developed in concert with Douglas County Health Department to accomplish the above. OHA shall develop written Lead Safe Environmental Procedures with the assistance of licensed and certified environmental professionals.

Recommended By: _____

Endorsed By: _____

OHA Policy Statement for Lead Safe Environment Procedures (M 1280)

The following outline shall be used in the development of the Lead Safe Environment Procedures:

1. **General Lead-Based Paint Notification to All Residents**

Assure the notification of all residents, homebuyers, and applicants that the structure they reside in (or are applying for residence in) was built before 1978 and may contain LBP hazards? (24 CFR §§965.703 and 905.560)

2. **Lead-Based Paint Maintenance Obligation**

Assure that visual inspections for defective paint take place during routine periodic unit inspections? (24 CFR §§965.704 and 905.565)

The procedure shall require:

- a. Covering the removal of defective paint spots
- b. Treatment of defective paint within a reasonable period of time

3. **Units and Housing Authority Owned or Operated Child Care Facilities (CCFs) Related to Children With Elevated Blood Lead (EBL) Levels**

Implement LBP requirements regarding units and CCFs related to children identified as having an EBL (24 CFR §§965.706 and 905.570)

4. **Lead-Based Paint Risk Assessment**

Have a "professional" LBP Risk Assessment performed on any of the OHA's pre-1980 family developments

For those public housing developments that have been assessed and lead dust and soil hazards have been identified, the OHA shall implement in-place management procedures, as prescribed in the Lead-Based Paint Risk Assessment Protocol (Notice PIH 92-25, (PHA) June 25, 1992 and PIH 92-28, (PHA) July 2, 1992)

5. **Testing for the Presence of Lead-Based Paint Hazards**

Assure that testing for the presence of LBP hazards in all pre-1978 family developments (24 CFR §§968.110 (k) and 905.555) shall include:

- a. Random sampling is to be performed in accordance with the current LBP regulations (i.e., testing of all intact, non-intact interior and exterior painted surfaces)
- b. The standard to use to identify a LBP hazard is 1.0 mg/cm² or 0.5% by weight, or the local standard if it is more stringent than the Federal standard
- c. The recommendations for the number of units to be tested, as outlined in the Interim Guidelines, be followed
- d. Units/CCFs are to be tested within 5 days of health community notification
- e. A family with an EBL child(ren) is to be relocated when full abatement cannot be accomplished within 14 days of hazard identification
- f. Final inspections and clearance testing are to be performed after unit/CCF abatement
- g. A trained (qualified) inspector is to be used to perform initial and clearance testing as outlined in the Interim LBP Guidelines
- h. When testing is performed, test results and substrate condition records are to be maintained on **each**:
 1. development
 2. unit
 3. common area
 4. exterior building surface
 5. HA-owned or operated CCF
- g. A certificate of insurance is to be obtained prior to the start of testing that covers the hazards involved in LBP testing and insures both the OHA and its contractors

6. **Testing for the Presence LBP Hazards in Units Proposed for the Housing Development Acquisition Program**

For pre-1978 properties that are proposed for acquisition (with or without rehabilitation), the OHA shall establish a procedure that ensures that testing for the presence of LBP hazards is performed during the property appraisal process (24 CFR §§941.208 (h) and 905.533)

The procedure shall ensure that an estimate of cost of abatement is established for a proposed acquisition at the time of the appraisal for acquisition cost comparison purposes

The procedure shall specify that:

- a. Random sampling is to be performed in accordance with the current LBP regulations (i.e., testing of all intact, non-intact interior and exterior painted surfaces)
- b. The standard to use to identify a LBP hazard is 1.0 mg/ cm² or 0.5% by weight, or the local standard if it is more stringent than the Federal standard
3. The recommendations for the number of units to be tested in multi-unit structures, as outlined in the Interim Guidelines, shall be followed

7. **Notification of Positive Test Results:**

Establish procedure that ensures the timely notification of **all** residents, homebuyers, and applicants to the HA that the property has been tested and that LBP hazards were found (24 CFR §§965.703 and 905.560)

The OHA shall certify that in each pre-1978 development tested, **all** current residents and homebuyers have received a notice stating that the property in which they reside has been tested and does contain LBP hazards and maintain a signed resident/applicant receipt of the required notification

8. **Abatement of Lead-Based Paint Hazards**

Establish procedures that address LBP abatement (24 CFR §§968.110 (k), 941.208 (h), 905.555, and 905.553)

9. **Resident Protection During LBP Abatement**

Establish procedures that provide for the protection of tenants during LBP abatement (24 CFR §§965.707 and 905.570(d)(3))

Procedures shall address the following:

- a. Development of an abatement plan
- b. Coordination of abatement work with other modernization or rehabilitation work
- c. Pre-abatement, during abatement, and post abatement testing
- d. Use of acceptable abatement strategies only
- e. Containment of lead abatement debris
- f. Visual inspection (final cleanup) procedure to used after abatement
- g. Clearance wipe-testing procedure to use after visual inspections are performed
- h. Clearance standards (200 ug/ft. for floors, 500 ug/ft. for window sills, and 800 ug/ft. for window wells (stools)) to be met for re-occupancy after abatement
- i. Obtaining a certificate of insurance prior to the start of abatement that covers the hazards involved in LBP abatement and insures both OHA and its contractors

10. Worker Protection During LBP Abatement

Establish worker protection procedures for:

- a. Supervisor and worker training
- b. Engineering and work practice controls
- c. Use of respirators
- d. Protective clothing
- e. Personal hygiene facilities
- f. Physical examinations
- g. Blood lead monitoring
- h. Exposure monitoring of airborne dust
- i. Record keeping

11. Disposal of LBP Waste

Abatement projects that qualify as small waste generators, as defined by the EPA shall comply with the following:

- a. Obtain an EPA ID number for abatement projects that generate a large amount of hazardous waste (1,000 kilograms of waste per month)
- b. Testing construction debris using the Toxicity Characteristic Leaching Procedure (TCLP).
- c. Disposal of hazardous waste at a licensed hazardous waste disposal facility
- d. Complete and maintain a Uniform Hazardous Waste Manifest for all large-amount waste disposal at hazardous waste disposal facilities

Curfew Policy: A Tenant, or member of the Tenant's household, being the parent, guardian or other adult person having the care, custody or control of a person under the age of nineteen (19) years, who shall suffer or permit, or, by ineffective control, allow such person to violate the curfew policy of OHA, shall be considered to have violated their lease, and shall be subject to termination.

Cable Piracy: Tenant and members of tenant's household shall refrain from either the unauthorized reception of cable television services, or the unlawful use, theft or conversion of cable television equipment, property or services.

Possession of Firearms: Tenant and members of Tenant's household and any guest or visitor of either Tenant or any member of Tenant's household, shall comply with all applicable laws and safety devices defined by the Nebraska courts and Article 24 of the Revised Statutes of Nebraska, as it relates to the possession of firearms. Legal requirements for firearm possession include, but are not limited to, registration, certification, and completion of the State required Health and Safety course. All firearms are required to be secured by an approved key lock device and maintained in an approved safety box. Examples of approved devices include handgun trigger locks, cable locks, and shotgun/rifle trigger locks. Any violation of the law and/or OHA's policy shall be grounds for termination of this lease as provided under the lease. A Tenant or applicant in violation of OHA's Gun Safety Policy will be ineligible for housing assistance and must wait one (1) year to apply for housing assistance.

OHA Vehicle Registration and Parking Policy: All tenant owned vehicles must be registered with the management office. Residents must own the vehicle being registered and prove ownership by providing the vehicle registration in the tenant's name. The resident must own the car and have title in their name to be eligible for parking privileges. Residents may not register a relative or friend's car. Residents are responsible for advising OHA if they sell or change vehicles.

A parking permit may be issued to each tenant household member owning a motor vehicle. At the time of lease-up and annually thereafter, stickers will be issued for each registered vehicle, said sticker to be placed in the rear window of the registered vehicle.

Only vehicles properly registered and tagged by OHA will be allowed to park in OHA parking areas. Registration does not guarantee a parking space.

The car must have a valid license plate and current license tags in accordance with State and local ordinances.

The car must be in operable condition and able to run at all times.

Cars and other vehicles may not be parked on the lawn.

Residents may not make repairs to their vehicles including changing oil or

replacing mechanical parts.

Residents who intend to be away from their unit are still responsible for adhering to the parking policy. Residents who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle and be prepared to remove the vehicle if necessary. Failure to designate a responsible person to look after a resident's car does not exempt that vehicle from being towed at owner's expense.

Any vehicle found to be in violation of the above policy will be ticketed by OHA personnel and towed at owner's expense. Residents are given 72 hours after tagging in which to remove the vehicle or cure the violation. Prior to towing, OHA personnel will make every effort to contact the owner for resolution of the situation.

OHA reserves the right to tow all vehicles without notice if they (i) are not properly tagged; or (ii) present a hazard; or (iii) violate federal, state or local laws and ordinances; or (iv) otherwise jeopardize the safety of others.

An authorized representative of OHA shall document all pertinent information relative to any of the forgoing standards and such documentation shall be the basis for the rejection of an applicant to admission or, as the case may be, would constitute grounds for the termination of the lease of any Tenant. The above standards shall become part of all leases entered between OHA and its residents.

Incentive Transfers for Single-Family Dwellings:

1. The provisions of this Section VII shall govern transfers involving all single-family homes on scattered sites which have been designated as part of the Logan Fontenelle North Replacement Plan. For purposes of this Section of the Transfer Policy, said single-family homes on scattered sites shall be designated as "incentive homes". Except as otherwise specifically provided, no other provisions of this Transfer Policy shall apply to incentive homes. Single-family homes on scattered sites which are not designated as Logan Fontenelle North replacement homes shall be governed by Section VI of this Policy dealing with transfers for homeownership purposes.
2. The purpose of this incentive policy is to provide the opportunity to live in a single-family home on a scattered site to those tenants of OHA who have properly, conscientiously, and consistently performed those duties required of a tenant under lease with the OHA; who have acted as a role model for other tenants, who have participated in programs for personal and/or communal improvement such as enrollment in job training or promotional programs or other education or self-improvement courses, or active involvement in a resident association or other communal, civic, or educational organizations or programs;

who possess the desire and capacity for upward mobility; and who possess the eligibility standards set forth below.

3. Tenants who wish to participate in the incentive homes program must meet the following eligibility requirements.
 - a. The participant must be a tenant who has resided under lease with OHA for a period of at least six (6) months;
 - b. During said period, the tenant shall have paid all rent, utility, and other charges, if any, and the record shall show no delinquencies;
 - c. During said period, the tenant shall not have committed any violation of his or her lease with OHA;
 - d. The tenant shall not have a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of others;
 - e. The tenant shall have a record relatively free of complaints and serious confrontations with neighbors, staff, or others arising primarily from the activities of the tenant;
 - f. The tenant shall have a record of good housekeeping;
 - g. The tenant shall have the willingness and capacity to perform yard maintenance, such as mowing and watering the grass, raking leaves, trimming trees and bushes, shoveling drives and walks, provided, however that in the event that the tenant is handicapped or disabled, such that these duties cannot be performed by the tenant personally, then such tenant shall have the ability to secure the services of another family member or other person or persons who will perform said duties on the tenant's behalf.
 - h. The tenant should also show a willingness and capacity for self-improvement and upward mobility. This can be demonstrated by a record of enrollment in job training or promotion programs or other educational or self improvement courses or active involvement in a resident association or other communal, civic, or educational organizations or programs. Nothing contained herein is dependent upon tenant's level of income.
 - i. The tenant shall have sufficient resources to pay all costs of moving and to make the required deposits with utility companies.
4. Except as otherwise specifically provided herein, from and after the date that this incentive homes transfer policy shall have received final approval, all incentive

homes shall be occupied solely by tenants placed therein from the Incentive Homes Transfer List, a special list to be maintained by OHA. This policy shall not, however, apply to any tenant of the OHA who on or before the date of final approval of this policy was occupying an incentive home dwelling, or who, subsequently, is placed therein due to an emergency as provided in Section III A due to severe under housing as provided in Section III C of this Policy by OHA staff.

5. In order for a tenant to be placed on the Incentive Homes Transfer List, he or she must be nominated and approved as follows:
 - a. The name of the tenant shall initially be nominated by any one of the following staff persons an Occupancy Specialist, a Resident Relations Coordinator, a Sector Supervisor, the Resident Relations Manager, or the General Manager. Nominations may also be made by any three officers, acting jointly, of the resident association of the sector that the nominated tenants' current dwelling is assigned.
 - b. Nominations shall be on a form entitled "Request for Incentive Transfer". The nominator shall state why he or she believes a particular tenant should be considered for an incentive transfer. Said forms shall be submitted by the nominator to the Resident Relations Manager. The Resident Relations Manager shall keep a list of all nominations made by the staff nominators. Upon receiving the name of a tenant from a nominator, the Resident Relations Manager shall notify the Sector Supervisor of the Sector where said tenant's current dwelling unit is assigned, and said Supervisor shall conduct an inspection of said tenant's current unit (Note: A nominator should submit the names of only those tenants that the nominator believes suitable for incentive transfer. The nominator should not nominate tenants solely due to pressure from other staff or tenants).
 - c. All the names of tenants who have been nominated and who shall have received an inspection, as stated above, shall be reviewed by the Incentive Transfer Nominating Panel. This Panel shall consist of all Sector Supervisors, the General Manager, the Resident Relations Manager, the tenant that is currently serving as the Tenant Commissioner, and a member of the Board of Commissioners of the OHA. The Resident Relations Manager shall act as the Chairman of the Panel. In the absence of the Resident Relations Manager, the General Manager shall act as Chairman. The Resident Relations Manager shall convene a meeting of the Panel at least once a month and notify the members of the Panel as to the time and place of the meeting. Three members shall constitute a quorum. The Panel shall act by majority vote of those present at the meeting, with the Resident Relations Manager having the right to vote.

- d. The Panel shall place upon the Incentive Transfer List the names of all tenants who, after nomination and successful report of the home inspection referred to above, meet, in the Panel's opinion, the eligibility standards provided above. If a nomination is disapproved, the Panel will indicate the reason for disapproval on the form entitled "Request for Incentive Transfer" and relay the same to the nominator. Said nominator may then counsel said tenant in regard thereto, provided, however, if said nominator or the officers of the resident association, then the counseling shall be done by the sector supervisor, where the tenant's current dwelling unit is assigned. Any tenant who has been nominated on more than one occasion, but whose eligibility continues to be denied by the Incentive Transfer Nominating Panel, and who believes that he or she meets the eligibility requirements provided in Paragraph C above, and said denial is unfair, may file a grievance in accordance with OHA's Resident Grievance Procedure.
 - e. The List shall be maintained in the order and date the tenant's name was placed by the Panel thereon. In the event that the names of several tenants have been approved by the Panel at a particular meeting, tenants shall be placed on the List in the order of their length of tenancy with the OHA.
6. The tenants who have been placed on the Incentive Transfer List by the Panel shall be notified thereof by the Resident Relations Manager. The Resident Relations Manager shall provide a Resident Relations Coordinator to counsel said tenant on the procedures and requirements necessary for moving to an incentive home. When an incentive home becomes vacant, the Senior Vice President shall assign said home to a tenant listed on the approved Incentive Transfer List. Assignments shall be made pursuant to the order of the names on the list provided in Clause 5 of Part E above.
7. At anytime after tenant shall have received notification that he or she has been placed upon the approved Incentive Transfer List, said tenant may notify the Resident Relations Manager that he or she no longer desires such a transfer, and the Resident Relations Manager shall remove said tenant's name from said list. Any tenant so requesting said removal cannot be eligible for nomination, again, for at least one (1) full year. Any tenant whose name was placed in nomination but failed to achieve the approval of the Panel may, after counseling, be reconsidered for nomination after six (6) months. The Panel shall also have the power to remove the name of any tenant from said approved Incentive Transfer List if, prior to transfer, said tenant shall have become delinquent in his or her rental payments, or shall have violated his or her lease, or otherwise have failed to be ineligible for re-nomination for a period of six (6) months. The Resident Relations Manager shall notify the tenant whose name was removed and the reasons therefor. Any tenant objecting to the removal of his or her name from the approved list may request, in writing, an informal meeting with the Resident Relations Manager regarding the removal. The Resident Relations Manager shall

have the discretion to recommend to the Panel at its meeting that said removal be reconsidered if sufficient grounds exist.

8. Except for emergencies governed by Section V of this Policy, all transfers into said incentive homes shall be at the expense of the tenant.
9. Notification shall be given to residents to inform them of the opportunity to participate in the OHA's Incentive Transfer Program and the requirements for participation. New residents will be given this information and the same will also be posted in all development offices.



540 South 27th Street
Omaha, NE 68105-1521
402.444.6900

MEMORANDUM OF CLARIFICATION

TO: Site Managers, Assistant Site Managers & Intake Staff
FROM: Arson Rayford, Operations Director
DATE: December 6, 2004
RE: Community Service Exemption for Employed Residents

The purpose of this memorandum is to clarify the current policy regarding Community Service Exemptions for Employed Residents.

The current policy exempts residents who are employed on a regular basis. Regular basis as determined by the current policy is employment of 30 hours per week.

Based on our review, it has become evident that the current community service policy has presented a hardship for many residents who work part-time. This was not the intention when the policy was implemented.

Therefore, ***effective immediately***, we are amending the policy to reduce the number of employment hours from 30 to 20 hours.

This memorandum of clarification will be in effect until further notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Ashford", written in a cursive style.

Brad Ashford
Executive Director

Executive Order 2007-03
The Omaha Housing Authority
Office of the Executive Director

(Effective October 1, 2007)

I. Background

On September 19, 2005 revisions to the Public Housing Operating Fund Program was issued by the Department of Housing and Urban Development (HUD). The rule requires public housing authorities (PHAs) to convert to "asset management" and provides a new formula for distributing operating subsidies to PHAs.

One of the major changes in the rule is the requirement that all but very small PHAs (less than 250 units) convert to "asset management", or property-based accounting and management, which is an attempt to make PHAs operate more like private property management entities. PHAs will be required to provide services, track cost and performance data, and prepare reports and request funding, by housing project rather than agency-wide. The new rule encourages managerial flexibility. One of the tools that have been identified that may help OHA prepare for asset management is establishing a site based waiting list as opposed to the current jurisdiction wide waiting list for public housing. Senior management believes converting to a site based waiting list, initially for the properties, identified below will be beneficial to OHA as we prepare for the full implementation of asset management. A site based waiting list, so long as it is operated in a manner that is consistent with fair housing and guidelines should also be beneficial to the public by allowing the public to apply for housing at the site of their choice.

II. Order

Based on the above effective October 1, 2007 OHA shall establish site based waiting lists at the following properties:

1. Housing In Omaha, Inc., owned properties
2. OHA scattered sites
3. Jackson tower

Staff is ordered and authorized to take all appropriate steps to implement this order. Staff is further ordered to monitor that civil rights and fair housing are affirmatively furthered by any system established to operate site based waiting lists.

This Executive Order shall remain in effect until terminated or modified by further order.

Stanley P. Timm
Interim Executive Director

Dated: September 21, 2007

Income Mixing and Deconcentration of Poverty.

OHA Methodology.

Towers. The Omaha Housing Authority has exempted five (5) High Rise Towers from the deconcentration applicability because the towers are restricted to elderly and persons with disabilities. The remaining six (6) towers have income ranges within the 85 percent and 115 percent average income ranges for all the towers. Burt tower is will be sold in 2002 after final HUD approval in accordance with 24 CFR 970.

Public Housing Scattered Sites. The Housing authority is following the *Hawkins Settlement Agreement*, in developing all scattered site homes. These policy places 75% of all public housing developed into higher income census tracts in Omaha, and mixes incomes within each development. Currently, all scattered site housing is primarily duplexes or single-family structures mixed into neighborhoods with no PHA assisted unit being within 900 feet of another in most cases. OHA will offer a full service FSS program and offer many services to assist in credit counseling, family management skills, employment, education, and home ownership. Incomes in scattered site housing are usually 0-50% AMI, but are generally higher than the family developments because OHA offers a homeownership option for all scattered site housing families.

Public Housing, Family Developments. The OHA has three (3) family developments. These developments are Southside (363 units); Pleasant view (171 units); and Spencer (173 units) that are predominantly all extremely low income (AMI) in family income from \$6,006.00-Southside, \$6,906-Spencer, and \$5,579-Pleasantview. Most residents are in the very low, 0-30% AMI income range. It is the policy of OHA to offer residents of the three family developments incentive transfers, counseling, support to assist them to choose scattered site of mixed income mixed finance projects in higher income developments. Within the 3 family developments, the range of incomes is within the 69% to 75% of the average. OHA's average income range is \$8,056.32.

Policy. It is OHA's policy to use counseling (Family Housing Advisor Service), and incentive transfers to offer increased housing choice to residents. As new housing is made available, residents will be offered housing choices through incentive transfer. These policies are outlined in the Annual and Five-Year Plan goals.