

Admissions & Continued Occupancy Policy (ACOP)

FY2019-2020



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CHAPTER 1 – STATEMENT OF POLIES AND OBJECTIVES

Purpose:

The Richmond Redevelopment and Housing Agency is referred to as "PHA" or "Housing Authority" or "RRHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Richmond Redevelopment and Housing Authority (RRHA) Personnel Policy and this Admissions and Continued Occupancy Policy. The administration of the RRHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any HUD regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in [24 CFR, Parts 1, 5, 8, 100, 902, 945, 960, 965, and 966 (Code of Federal Regulations)].

A. Mission Statement:

To be the catalyst for quality Affordable Housing and Community Revitalization

B. Goals

1. "Revitalized Residential & Commercial Communities; Create healthy and stable communities"
2. "Economic Opportunities; Foster and create business and investment opportunities"
3. "Efficiency and Fiscal Responsibility; Be a responsible steward of financial and programmatic operations"
4. "Quality Customer Service; Provide courteous, competent and timely service"

C. Objectives

1. Revitalized residential and commercial communities
2. Create and improve quality affordable housing
3. Develop mixed use / mixed income planned communities
4. De-concentrate poverty
5. Economic opportunities
6. Support city wide economic development
7. Develop opportunities for client capacity building

8. Efficiency and fiscal responsibility
9. Meet all program requirements - outcomes and financial targets
10. Effective data management
11. Manage/Improve processes
12. Manage human resources
13. Develop new sources of revenue
14. Quality customer service
15. Foster a learning culture
16. Service orientation

It is the mission of the RRHA to provide affordable housing to eligible people within our community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life. Our organization is committed to teamwork that values integrity, initiative, innovation and trust. RRHA's goals are to maximize housing opportunities for eligible persons, to facilitate opportunities for self-sufficiency of the residents, and to create a team-based environment that promotes communication and development of all employees.

D. Property Management and Assisted Housing Team Mission Statement

Provide and manage decent, safe, and affordable housing, promote diversity and present opportunities for customer self-sufficiency.

E. Property Management and Assisted Housing Team Guiding Principles

1. Ensure the delivery of quality services through knowledgeable and skilled staff.
2. Conduct business in a professional and trustworthy manner.
3. Treat each customer with respect and sensitivity.
4. Strengthen team collaboration through respect and value of individual members.
5. Provide creative and innovative ways to improve service delivery.

F. Local Objectives

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that RRHA 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:

1. 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 residents and their families.

2. To avoid concentrations of economically and socially deprived families in anyone or all of the RRHA's public housing developments.
3. To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to RRHA employees.
4. To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income in RRHA's jurisdiction.
5. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.
6. To provide housing for a diverse income group.
7. To facilitate the judicious management of RRHA's housing inventory, and the efficient management of RRHA staff.
8. 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 continue occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

G. Purpose of Policy

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for RRHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and RRHA.

RRHA's Board of Commissioners must approve the original policy and any changes. Required portions of this Plan are provided to HUD.

RRHA shall not permit these policies to be subverted to do personal or political favors. Further, RRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List **[24 CFR § 960.206(e)]**. RRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in RRHA's ACOP.

H. Public Housing Management Assessment System (PHAS) Objectives

[24 CFR 901 & 902]

RRHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that RRHA is using its resources in a manner that reflects its commitment to quality and service. RRHA policies and practices are consistent with the Public Housing Assessment System (PHAS) regulations.

RRHA is continuously assessing its program and consistently strives to make improvements. The RRHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. RRHA intends to diligently manage its current program operations and continuously make efforts 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.

I. Federal Privacy Act

RRHA's practices and procedures are designed to safeguard the privacy of applicants and residents. Applicants and residents, 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.

RRHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information. Files will never be left unattended or placed in common areas.

Criminal Background check information will be kept in a separate file with access only by persons authorized by RRHA. Upon making a determination of eligibility, the criminal background check information will be destroyed, unless it must be retained, pending appeal or court action.

CHAPTER 2 - FAIR HOUSING POLICY

This policy is developed for the Authority's application and selection, and housing discrimination complaints.

A. Application and Selection

It is the policy of the Richmond Redevelopment and Housing Authority (RRHA) to accept applications for housing from all persons regardless of race, color, religion, sex, national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, national origin, source of income, familial status, disability, or elderliness. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. The Authority will make such physical and/or procedural changes as will reasonably accommodate people with disabilities. No quotas or other devices, except as necessitated by allocation of units to ranges of specified rent, will be established to limit the number of such families in residence.

Submission of applications to ensure that all housing operated by this Authority will be available for assignment in accordance with established Authority preferences, where applicable, and date and time of application.

B. Nondiscrimination

It is the policy of RRHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act and the Fair Housing Amendments and any state and local Fair Housing laws and ordinances, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

RRHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, elderliness or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

RRHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, national origin or elderliness:

1. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
2. Provide housing that is different than that provided others.
3. Subject a person to segregation or disparate treatment.

4. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Deny a person access to the same level of services.
7. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

RRHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

RRHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, RRHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

RRHA shall not permit these policies to be subverted to do personal or political favors. Further, RRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. [24 CFR § 960.206(e)] **RRHA's** method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in RRHA's ACOP.

RRHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

C. Affirmative Marketing

As conditions may require, RRHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. RRHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts RRHA may engage in depending on the situation are the following:

1. Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.
2. Special outreaches to minorities, persons with disabilities and very low-income families.
3. Distribute pamphlets and brochures.
4. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.

5. Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

RRHA will monitor the benefits received as a result of the above activities, and will increase or decrease the outreach activities as response dictates.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. RRHA's materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc.

D. Translation of Documents

1. Limited English Proficiency (LEP)

RRHA will assist LEP families. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, entitled to language assistance with respect to a particular type of service or benefit.

In determining whether it is feasible to translate documents into languages other than English, RRHA will consider the following factors:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.
- b. The frequency with which LEP persons come in contact with the program.
- c. The nature and importance of the program, activity, or service provided by the program to people's lives; and the resources available and related costs.
- d. If there are fewer than 50 persons in a language group, RRHA will not translate vital written materials, but instead may provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of these written materials.
- e. The decision about when materials will be made available in other languages will be based on the proportion of persons in the eligible population of Richmond whose first language is other than English.
- f. At all RRHA offices a notice will be available that states in multiple languages (and alphabets), "Please make a new appointment and bring someone with you who can interpret for you."
- g. Applicants and residents with Limited English Proficiency (LEP) may furnish an interpreter to assist in communication with RRHA.

2. Interpretation for Visual or Audible Impairments

Documents intended for use by applicants and residents will be made available upon request in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication

by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

E. Violence Against Women Act (VAWA 2013)- Finale Rule (effective December 16, 2016)

The purpose of this policy is to implement applicable provisions of the Violence Against Women Reauthorization Act of 2013 and to set forth RRHA's policies regarding domestic violence, dating violence, sexual assault and stalking. Notwithstanding its title, this policy, applies to all victims of the aforementioned acts regardless of sex, gender identity, or sexual orientation; as well as, Native Americans, and illegal immigrant victims of domestic violence, dating violence, sexual assault or stalking. And must be applied consistent with all nondiscrimination and fair housing requirements.

RRHA will provide a Notice of VAWA Occupancy Rights (Form HUD-5380) and Self-certification form (Form HUD-5382) to applicants and tenants:

- (1) At the time an applicant is denied admissions;
- (2) At the time an individual is admitted to the program; and
- (3) With any notification of eviction or termination of assistance.

RRHA, in partnership with city agencies, will work to coordinate programs and services for children and adult victims:

1. Denying Assistance to Domestic Violence, Dating Violence, Sexual Assault or Stalking Victims

No applicant to RRHA's Public Housing Program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.

Adverse factors that may result from the abuse (e.g. poor credit history or unacceptable criminal history).

2. Terminating Assistance of Domestic Violence, Dating Violence, Sexual Assault or Stalking Victims and Offenders

The Violence Against Women Act (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking."

RRHA may exercise its authority to "terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant." In instances where the perpetrator

of violence is the only person in the household with established eligibility for the housing, RRHA will work to allow the remaining family members an opportunity to establish program eligibility. If the victim is not eligible for the housing, RRHA must give the victim “reasonable time” to find new housing or establish eligibility under another housing program.

VAWA does not limit RRHA’s authority to terminate the assistance of any participant if RRHA “can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident is not evicted or terminated from assistance.” To use “imminent threat” of harm to other residents as a reason for eviction of the victim, the evidence must be real and objective-not hypothetical, presumed or speculative.

RRHA will exhaust protective measures before eviction. Evictions can only take place after RRHA has taken actions that will reduce or eliminate the threat to the victim, including, transferring the abuse victim to a different home (see Emergency Transfer policy in Chapter 15); barring the abuser from the property; contacting law enforcement to increase police presence or develop other plans to keep the property safe; or seeking other legal remedies to prevent the abuser from acting on a threat. RRHA will exercise these measures by:

- a. Identifying program participants and victims
- b. Coordinating internally and externally to assist in relocating the victim and their family by making these persons priorities on the transfer lists
- c. Working closely and in partnership with the City of Richmond Victim/Witness Advocacy Office
- d. Assisting in providing and coordinating additional services as needed with various City and State agencies.

3. *Victim Documentation*

When a participant family is facing denial/ termination of assistance because of the actions of a participant, household member, guest, or affiliated individual or other person under the participant’s control and a participant claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault or stalking, RRHA may require the individual to submit documentation affirming that claim.

Affiliated individual is defined to include “any other individual, tenant, lawful occupant living in the individual’s household or intimate partner,” not just a person related to the individual by blood or marriage.

RRHA will accept one of the following methods for certification of a claim:

- a. Self-Certification - A completed HUD form 5382, HUD Forms 5066 or 9106, which RRHA will make available to a participating family upon request and/or

- b. Police, court or administrative record - A Federal, State, tribal, territorial, local police or court record and/or
- c. Statement from third party – A document signed by you and an employee , agent, or volunteer of a victim service provider, an attorney, or medical professional , or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse.

The document must specify, under penalty of perjury, that the professional believes the incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence”, “dating violence”, “sexual assault”, or “stalking” in HUD’s regulations at 24 CFR 5.2003.

When there is conflicting evidence, RRHA may ask for third party documentation.

- d. Statement or other evidence (at RRHA’s discretion) – The time period to submit documentation is 14 business days after RRHA issues their written request. The 14-day deadline may be extended at RRHA’s discretion. The name of the perpetrator may be requested only if the name is known and is safe to provide. If the individual does not provide documentation within 14 business days, or the approved extension period, RRHA does not need to grant any of the VAWA protections and may proceed with termination of assistance.

If RRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property, if the tenant’s tenancy is not terminated, RRHA will bypass the standard process and proceed with the immediate termination of the family’s tenancy.

4. Terminating Assistance of a Domestic Violence Offender

Although VAWA provides termination protection for victims of domestic violence, dating violence, sexual assault or stalking, it does not provide protection for offenders. RRHA may exercise its explicit authority to “terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if RRHA chooses to exercise this authority, RRHA will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a participant or other family member or affiliated individual result in a decision to terminate the family’s assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, RRHA will request that the victim submit the requested documentation in accordance with the stated timeframe. If the

documentation is submitted within the required timeframe, or any approved extension period, RRHA will terminate only the offender's assistance. If the victim does not provide acceptable documentation, as required, RRHA will proceed with termination of the family's assistance.

If RRHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the participant's tenancy is not terminated, RRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

VAWA only covers tenant or individuals on the lease. Affiliated individuals not on a lease with RRHA are not protected by VAWA e.g. VAWA does not apply to live-in aides.

Information requirements related the termination notices and VAWA can be found in Chapter 21 on Lease Termination.

5. Confidentiality Requirements

All information provided to RRHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, in a time-limited release, (b) is required for use in an eviction proceeding, or hearing regarding termination of assistance, or (c) is otherwise required by applicable law. RRHA will maintain information regarding domestic violence, dating violence, sexual assault or stalking in a sealed envelope in the resident's file.

F. Housing Discrimination Complaints

If an individual wishes to complain on behalf of himself or someone else against discrimination by the Authority, he may file a complaint with the Authority, the local Office of the U.S. Department of Housing and Urban Development, or The Virginia Fair Housing Office.

If an individual files a complaint with only one agency, he or she is free at any time afterwards to file another complaint with the other agencies.

Addresses to which complaints should be sent are as follows:

Housing Compliance Officer

Richmond Redevelopment and Housing Authority

P. O. Box 26887

Richmond, Virginia 23261-6887

Director
Office of Fair Housing and Equal Opportunity
Virginia State Office of the U. S. Department of Housing and Urban Development
600 E. Broad Street
P. O. Box 90331
Richmond, Virginia 23219

Administrator
The Virginia Fair Housing Office
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233

G. Equal Access to Housing regardless of Sexual Orientation or Gender Identity

Housing assisted by HUD or insured by FHA shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.
24CFR 5.105

RRHA will not discriminate against people who identify as lesbian, gay, bisexual and transgender (LGBT).

Effective March 5, 2012 The Final Rule provides for equal access to HUD-assisted or –insured housing

1. Eligibility for HUD-assisted or-insured housing

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

2. Prohibition of inquiries on sexual orientation or gender identity

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or sub recipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily

self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

CHAPTER 3 - REASONABLE ACCOMMODATIONS POLICY

24 CFR Part 8, 24 CFR Part 966.7(b)

PURPOSE

The Richmond Redevelopment and Housing Authority (RRHA) is committed to operating all of its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, family responsibilities, national or ethnic origin, religion, age, personal appearance, familial status, marital status, political affiliation, source of income, elderliness, matriculation and place of residence or business, RRHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

A Reasonable Accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

RRHA will fully bear the cost of all reasonable accommodations unless doing so would create undue financial and administrative burdens.

A. Persons to Whom Policy Applies /Application of Reasonable Accommodations Policy

This chapter applies to individuals with disabilities in the following programs provided by the RRHA:

1. Applicants of public housing;
2. Residents of public housing developments; and
3. Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the RRHA its agents or contractors including all non-housing facilities and common areas owned or operated by the RRHA.

B. Definition(s) - Persons with a Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities.

“Major life activity” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

As used in this definition, the phrase “physical or mental impairment” includes:

1. Any *physiological* disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

C. Requests for Reasonable Accommodations

A person with a disability may request a reasonable accommodation at any time during the application process or residency in public housing. All requests must be reduced to writing by the individual, RRHA staff or any person designated by the individual.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

1. All applicants will be provided the Reasonable Accommodation Policy and Request Form during the full application interview.
2. All residents will be provided the request form again at the time of recertification, and upon request.
3. RRHA will respond in writing to all requests for a reasonable accommodation.
4. All decisions to grant or to deny reasonable accommodations will be communicated in writing and in the form requested by the individual.

Examples of reasonable accommodations may include, but are not limited to:

- a. Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability that is on the lease;
- b. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- c. Allowing a live-in aid to reside in an appropriately sized RRHA unit;
- d. Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;

- e. Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- f. Making documents available in large type, computer disc or Braille;
- g. Providing auxiliary aids for disabled persons with hearing or sight impairments;
- h. Making sign language interpreters available to meet with staff or at resident meetings;
- i. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- j. Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

D. Request for A Reasonable Accommodation by Public Housing Residents and Applicants

Requested accommodations will not be approved if one of the following would occur as a result:

- 1. A violation of State Law and/or federal law;
- 2. A fundamental alteration in the nature of the RRHA public housing program;
- 3. An undue financial and administrative burden on RRHA,
- 4. A structurally unfeasible alteration; or
- 5. An alteration requiring the removal or alteration of a load-bearing structural member.

All requests for a reasonable accommodation shall be reduced to writing on the reasonable accommodation request form by the resident or potential resident, RRHA staff, or any person designated by the individual. This form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

The Property Manager may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation form as well as suggested reasonable accommodations to assist the resident in the opportunity to fully enjoy the dwelling unit or non-housing program.

Although RRHA may not ordinarily inquire as to the nature and severity of an individual's disability, in response to a request for a reasonable accommodation, RRHA may request reliable disability-related information. This request must be limited to information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability, (2) describes the needed accommodation, and (3) shows the relationship (or nexus) between the person's disability and the need for the requested accommodation.

Information verifying that the person meets the Fair Housing Act's definition of disability can usually be provided by the individual himself or herself (e.g., proof that an individual is under 65 years of age, receives Supplemental Security Income or Social Security Disability Insurance benefits or a credible statement by the individual). A reliable third-party who knows about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

The following may provide verification of a resident's disability and the need for the requested accommodation:

1. Physician
2. Licensed health professional
3. Professional representing a social service agency or
4. Disability agency or clinic or
5. Other knowledgeable professional

Once RRHA has established that a person meets the Act's definition of disability, the RRHA's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law. RRHA is still not permitted to inquire about the nature or extent of the person's disability, nor is it necessary or permitted for RRHA to ask about anyone's diagnosis or details of treatment. If a verification source sends such information, it should not be placed in the file; it should be disposed of in a secure manner.

If a person's disability is obvious, or otherwise known to RRHA, and if the need for the requested accommodation is also readily apparent or known, then RRHA may not request any additional information about the requester's disability or the disability-related need for the accommodation. If the requester's disability is known or readily apparent to RRHA, but the need for the accommodation is not readily apparent or known, RRHA may request only information that is necessary to evaluate the disability-related need for the accommodation.

The decision to approve or deny the reasonable accommodation request shall be made as expeditiously as possible but must be within sixty (60) working days of the receipt of the request. If the request is approved, schedule of timely completion will be documented and communicated to the requestor.

If the Property Manager's recommendation is to deny the request, the property manager forwards their recommendation and all materials and verifications to the Director of Property Management.

The resident will be notified in writing of the final reasonable accommodation determination by the Property Manager. If the accommodation is approved, the resident will be notified of the projected date for implementation. If the accommodation is denied, the resident will be notified, in writing, of the reasons for denial and will be advised of the right to initiate the Tenant Grievance Procedure (ACOP Chapter 23)

. All requests for reasonable accommodation that are approved by the Director of Property Management will promptly be implemented or begin the process of implementation.

If a request for a reasonable accommodation is denied, RRHA will seek to provide the individual with a disability an alternative opportunity to fully participate in the program or activity provided by RRHA.

RRHA will make every reasonable effort to provide reasonable accommodations to residents with a disability including transfer to an available UFAS compliant unit. However, if a resident rejects the offered transfer, RRHA will be willing to make minor modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue administrative and financial burden. Examples of this type of impractical requests may include, but is not limited to, widening of doorways, major kitchen, or bathroom modifications.

If the resident accepts the transfer, RRHA may work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within 30 days of the assignment of the dwelling unit, RRHA shall pay the reasonable moving expenses. Nothing contained in this paragraph is intended to modify the terms of RRHA's Tenant and Assignment Plan and any resident's rights thereunder.

Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. Sign language interpreters and readers will be made available upon request.

E. Occupancy of Accessible Unit

RRHA has units designated for persons with mobility, sight and hearing impairments referred to as accessible units.

RRHA will offer these accessible units to families in the following order:

1. First: to a current resident who has a disability that requires the special features of that unit – who currently resides in the community where the vacancy becomes available.
2. Second: to a current resident who has a disability that requires the special features of that unit – but resides in another RRHA public housing community.

3. Third: to an eligible public housing applicant that require the special features of the unit; and
4. Fourth: if there are no eligible, qualified applicants or current residents, a non-disabled applicant will be offered the unit. And will be required to sign a notice agreeing to move to an available unit when either a current resident or applicant needs the special features of the unit.

A Reasonable Accommodation Waiting List will be created and maintained by date order.

The first qualified current resident in sequence on the list of residents seeking reasonable accommodations will be offered a unit of the appropriate size with the special features required. If more than one unit of the appropriate size and type is available, the first unit offered will be the first unit that is ready for occupancy.

Upon inspection of the offered unit, the resident or applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. RRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

A current resident will receive one (1) offer of an accessible unit before his/her name is removed from the Reasonable Accommodations Waiting List.

An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List.

F. Grievances

The public housing applicant or resident complainant may file a complaint in accordance with RRHA's Tenant Grievance Procedure following a decision by the 504 Coordinator/Compliance Officer.

An applicant or resident may, at any time, exercise their right to appeal a RRHA decision through HUD or the Department of Justice.

G. Service or Companion Animals

Residents of RRHA with disabilities are permitted to have assistance, service or companion animals, if such animals are necessary as a reasonable accommodation for their disabilities. RRHA residents or potential residents who need an assistance, service or companion animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy.

Refer to the Pet Policy (Chapter 17)

Residents must register their assistance animal with their Property Manager before it is brought onto RRHA's property, and must update the registration annually at the Property Manager's Office. The registration must include a certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

City of Richmond housing and building code restrictions and violations will be considered as it pertains to the boarding of animals within the city limits.

H. Recertification \ Lease Renewal

One hundred twenty (120) days before the date for recertification/lease renewal for a public housing resident RRHA will provide a notice along with a package to the family to initiate the recertification/lease renewal process.

If requested as a reasonable accommodation by an individual with a disability, RRHA shall provide the notice of recertification/lease renewal in an accessible format.

RRHA shall also mail the notice to a third party, if requested as a reasonable accommodation for an individual with disabilities. This accommodation will be granted upon verification that it meets the need presented by the disability.

The recertification/lease renewal package will include a Notice of Rights and Opportunities which will include a description of the following:

1. The right of a resident to request a reasonable accommodation for any member of the family who has a disability in order to allow the individual with a disability to better use the residence and RRHA's facilities and programs;
2. The right to file a grievance in accordance with RRHA's Public Housing Grievance Procedures. The right of residents to request a grievance hearing in matters such as reasonable accommodations or any issue in which the resident feels that RRHA has unfairly modified his/her rights, welfare, or status and about which the resident or participant has been unable to resolve with the property manager, the 504 Coordinator/Compliance Officer or the department involved.

Where personal interviews are required as part of the recertification/lease renewal process, individuals with disabilities who are unable to come to RRHA's offices, will be granted an accommodation by conducting the recertification/lease renewal interview at the individual's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

If the family does not cancel a recertification/lease renewal interview scheduled at the RRHA's offices or is not at home at the time of a scheduled home visit, RRHA may initiate action to terminate the family's assistance. However, an exception may be granted if the family is able to document an emergency situation that prevented them from canceling or attending the interview or if requested as a reasonable accommodation for an individual with a disability.

I. Reasonable Accommodations in Adjusting the Utility Allowances

On request from a family member that includes an elderly or disabled person, RRHA must approve a utility allowance that is higher than the applicable amount of the utility allowance schedule if a higher utility allowance is needed

to make the program accessible to and usable by the family (Public Housing Occupancy Guidebook, p. 172).

CHAPTER 4 - APPLYING FOR ADMISSION

Purpose

The policy of RRHA 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, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but RRHA 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.

A. How to Apply

Families who wish to apply for any of RRHA's Public Housing developments must submit an online application. Applications will be accepted in an accessible format upon request from a person with a disability.

RRHA uses a single waiting list for admission to its Public Housing program.

RRHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the RRHA.

Applicants are selected from the application pool according to preferences, date and time of the preliminary application.

Duplicate applications will not be accepted. If another application is submitted, the original date and time will be used.

B. "Initial" Application Procedures

RRHA will utilize a preliminary application for the initial application.

At a minimum, the pre-application will contain questions designed to obtain the following information:

1. Names of head of household, spouse/co-head
2. Date and time of application
3. Names and ages of all members
4. Number of family members (used to estimate bedroom size needed)
5. Preferences
6. Street address and phone numbers
7. Mailing address (If PO Box or other permanent address)
8. Annual income

9. Source(s) of income received by household members•
10. Information regarding request for reasonable accommodation or for accessible unit
11. Social Security Numbers
12. Race/ethnicity
- ~~13. Criminal Activity or Sex Offender—~~
- ~~14. Questions regarding previous participation in HUD programs—~~

Preliminary applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed, and all information is verified.

Applicants are required to inform RRHA in writing via the applicant portal of changes in family composition, income, address and phone number. Applicants are also required to respond to requests from RRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond will result in the withdrawal of the application.

C. Accessibility of the application process

Persons with Disabilities and Disabled Family - RRHA must take a variety of steps to ensure that the application process is accessible to those individuals who might have difficulty complying with the normal, standard RRHA application process. This could include individuals with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). RRHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or RRHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of RRHA'S policies related to providing reasonable accommodations for people with disabilities.

RRHA will require that a professional third party provide a written assessment that the applicant qualifies as a person with a disability and specific accommodations due to their disability is required for them to have equal access to the program.

Applicants with disabilities may request an alternate accommodation that will meet the need of the person if the nature of their disability is such that they cannot reasonably be expected to come to the RRHA office.

D. Limited English Proficiency

RRHA is required to take reasonable steps to ensure meaningful access to the programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on RRHA'S policies related to ensuring access to people with limited English proficiency (LEP).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP)

applicants,

RRHA will provide translation services in accordance with RRHA's LEP plan.

E. Placement on the waiting lists [24 CFR 982.201]

RRHA must only admit eligible families to the program.

RRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, RRHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

F. Eligible for Placement on the Waiting List

. Placement on the waiting list does not guarantee eligibility for the Public Housing program.

Applicants placed on the waiting list will be advised that it is their responsibility to notify RRHA of any change in address. Application changes must be completed via the online portal located at www.rrha.com. If a notice or an appointment letter to the applicant is returned as undeliverable, the applicant will be withdrawn from the waiting list.

G. Ineligible for Placement on the Waiting List

If RRHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, RRHA will send written notification of the ineligibility determination within 15 business days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review.

H. Rental Applicant Appeal Procedures

If an applicant for housing owned or operated by the Authority is determined to be ineligible for admission or not qualified for an Authority preference, the applicant has the right to question the reason for such determination. The Tenant Selection Office will state the reason for such determination in a letter to the applicant; however, the applicant may want verification, or may disagree with the reason. If this is the case, the applicant may request an informal review to review the matter.

Within 15 calendar days of being notified of ineligibility, the applicant must notify the Tenant Selection Office in writing to request an informal review. Upon receipt of the written notification, the Tenant Selection Supervisor will schedule a meeting, if applicable, at a time of mutual convenience to reconsider the determination. If the applicant is still not satisfied with the determination made, the request will then be forwarded to the Hearing Officer who will send a letter confirming the hearing date

and time within 15 calendar days from the receipt of the request from the Tenant Selection Office.

The applicant will have the right to bring evidence, witnesses, legal, or other representatives at their expense. They will also reserve the right to review any related documents in the possession of the Authority and obtain copies at their own expense (25 cents per page).

The Hearing Officer should be notified at least two days prior to the hearing of copies of any documents of evidence being used during the hearing, and of the applicant's intent to bring witnesses, legal or other representatives.

At the informal hearing, the Hearing Officer will review the reason for the determination and the applicant will be given an opportunity to state his or her concerns. If during the hearing additional documentation is requested, the applicant will have 5 calendar days to submit the information. Failure to do so will result in a decision being made without the requested information. Within 15 business days from the date of the hearing, the Hearing Officer will render a decision as to whether the applicant should be given further consideration for admission or qualifies for preference. The applicant will be notified of the decision in writing, including a brief summary of the hearing, and a copy will be placed in the applicant's file. Whether in favor of the applicant or the Authority, all decisions will consider the law, HUD regulations, or Authority policy and procedure, and will not affect whatever rights the applicant may have to further appeals or a trial de novo in judicial proceedings.

I. Family Break-up and remaining member of tenant family

1. Family Break-up [24 CFR 982.315]

PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, PHA is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

2. Split Households Prior to Eligibility

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the RRHA will make the decision taking into consideration the following factors:

- a. The interest of any minor children, including custody arrangements
- b. The interest of any ill, elderly, or disabled family members
- c. Any possible risks to family members as a result of domestic violence or criminal activity;

- d. Recommendations of Social Service Agencies, and;
- e. Which family member applied as Head of Household.

J. Special Programs

RRHA may operate special PH programs. If the referrals for the special program have been provided by HUD, admission will be guided by the requirements of the special program. Special admission families will be subjected to the same terms, standards, and procedures that apply to other RRHA applicants. They are not required to be on the program waiting list nor qualify for any special preference. RRHA will maintain separate records of these admissions by codes in the automated system.

Examples of such programs include:

Domestic Violence

- YWCA – Richmond
- Safe Harbor

Homelessness

- Homeward/Richmond Behavior Health Authority
- Lead Safe Richmond
- American Red Cross
- City of Richmond Condemnation
- Family Reunification

1. Domestic Violence

- a. An applicant has come into the office to complete VAWA form (HUD 50066)
- b. All VAWA forms (HUD form 50066) must be accompanied by proof of domestic violence documentation or police intervention i.e. restraining/protection order and or police report. a) Applicants in violation of any RRHA program rules and regulations will not be eligible for housing under the domestic violence preference.

2. Homelessness Preference – Families residing in Family Shelters

- a. RRHA is able to collaborate with RBHA and Homeward to provide housing to homeless persons under the “Local Preferences” provision of the ACOP. RRHA agrees to determine the eligibility of persons referred under this Memorandum of Understanding for occupancy in public housing in accordance with the ACOP. RRHA shall determine eligibility for continued occupancy and lease renewal according to the terms of the ACOP and its lease agreement (the “Lease Agreement”). RRHA shall not be required to amend the ACOP in order to provide public housing to persons under the MOU.
- b. Families referred to RRHA for public housing under the terms of the MOU

shall meet all eligibility requirements under the ACOP for public housing with the Homeless Preference.

- c. Richmond Behavioral Health Authority and/or Homeward shall certify that the homeless family previously (i) resided in the City of Richmond prior to becoming homeless, (ii) resided in a recognized partner shelter (the Shelter”), and (iii) met all the requirements of the Shelter prior to referral to RRHA. Once RBHA and/or Homeward have made the certifications required herein, the family shall be referred to RRHA for housing. A family referred to RRHA under the terms of the MOU shall hereinafter be referred to as the “Referred Family”.
- d. Based on the availability of rental units, RRHA agrees to make available up to 150 rental units during the term of the MOU.
- e. RRHA shall have the right to offer a Referred Family a unit in any of its public housing communities which RRHA determines, in its sole and absolute discretion, to be suitable for the Referred Family. If a Referred Family declines to accept an offered unit, RRHA shall be free to offer the unit for rental to any other prospective tenant and the Referred Family shall be removed from the referral list.
- f. RRHA shall have the right to lease an available unit to another prospective tenant in the event (i) no referrals are under consideration at the time a unit becomes available; (ii) a Referred Family has refused an offered unit; or (iii) the unit is vacant for more than 7 days after an offer has been made.
- g. Prior to referring a homeless family to RRHA under the MOU, RBHA shall ensure that the prospective referral has paid any amounts owed to RRHA under any previous lease.
- h. Prior to making a referral to RRHA, RBHA shall conduct a need assessment to determine the housing and social needs of each potential referral.
- i. RBHA shall, for a period of 6 months after the Referred Family has executed the Lease Agreement, provide follow-up housing and supportive services, including, but not limited to, substance abuse and employment counseling, mental health and housing planning assistance.
- j. Prior to referring a homeless family to RRHA for housing, RBHA shall certify to RRHA, in a form reasonably acceptable to RRHA, that each Referred Family is eligible to be a referral under the terms of the MOU.
- k. Homeward shall record the success of Referred Families in maintaining stable housing and prepare a report on a quarterly basis for the information of the parties to the MOU.
- l. The MOU shall terminate on the earlier of following to occur:
 - i. 2 years after the latest execution date of the MOU by the parties, or
 - ii. upon the signing of 150 lease agreements by persons referred to RRHA under the MOU.

- m. Any party to the MOU shall have the right to terminate this agreement, without penalty, upon written notice to the other parties, provided, however, that
 - i. RBHA shall continue to provide services to Referred Families as required in paragraph 9 above; and
 - ii. RRHA shall not evict any Referred Family solely because the MOU has been terminated.
 - n. After an applicant is referred and eligibility is determined, RRHA will contact the shelter for final verification:
 - i. Applicant currently resides at the shelter
 - ii. Applicant is in good status with the shelter
 - o. The shelter will respond in writing and send via fax. If an applicant has left the shelter and/or is not in good status, then the applicant will no longer qualify for the homelessness preference and the application will be withdrawn.
 - p. All referrals must be submitted on shelter letterhead
 - q. All applicants referred must be a Richmond city resident for 30 days.
 - r. Out of city applicants must establish city residency in one of the approved homeless shelters for 30 days prior to referral. Some forms of documentation include:
 - i. Driver's license
 - ii. Receiving Assistance for DSS for at least 30 days
 - s. Applicants in violation of any RRHA program rules and regulations will not be eligible for housing under the homeless preference.
 - t. Only referrals from the approved homeless shelters will be accepted under the homeless preference.
- Applicants must pay all outstanding balances in full and provide evidence of participation in Social Service or other appropriate counseling service programs, before an application will be accepted for housing.

3. Family Reunification

RRHA may collaborate with HUD, state and private agencies to establish policies and/or processes and implement specific strategies aimed at strengthening families by reuniting families where one parental figure may have been absent.

K. Wait List/Housing Guidelines for Referred Families from Community Revitalization Property Initiatives

1. RRHA shall grant preference to families involuntarily displaced due to a real estate acquisition by Richmond Redevelopment and Housing Authority using

public or private funds in a project including the taking of private property by negotiated sale, or for purposes of rehabilitation, demolition or other improvement or due to the inaccessibility of a unit. These persons will receive preferences over other waiting list placeholders.

2. Involuntarily displaced is defined as families who are displaced due to the involuntary acquisition of the property.
 - a. If a property is acquired due to a voluntary sale and the owner does not reside in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as a RRHA resident, but will not qualify for the preference.
 - b. If the property is acquired due a voluntary sale and the owner resides in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as a RRHA resident, but will not qualify for the preference.
 - c. If the property is acquired under threat or use of eminent domain and the owner resides in the property, if the owner meets the RRHA eligibility standards, the owner will qualify for the preference.
 - d. If the property is acquired under threat or use of eminent domain and the owner does not resides in the property, if the owner meets the RRHA eligibility standards, the owner may apply for admission as a RRHA resident, but will not qualify for the preference.

L. Procedures/Protocol when processing Real Estate and Community Development Department Referrals

RRHA will follow the guidelines below when assisting families displaced as a result of a real estate acquisition/sale by Richmond Redevelopment and Housing Authority:

1. The Real Estate and Community Development Department shall certify that the family previously resided in the property prior to becoming displaced and meet all the requirements of RRHA prior to referral to the Tenant Selection Office. A family referred to the Tenant Selection Office shall hereinafter be referred to as the "Referred Family".
2. Prior to referring a family to the Tenant Selection Office Real Estate and Community Development Department shall ensure that the prospective referral has paid any amounts owed to RRHA under any previous lease.
3. Prior to making a referral to the Tenant Selection Office, Real Estate and Community Development Department shall conduct a needs assessment to determine the housing and social needs of each potential referral.
4. All referrals must be submitted on Real Estate and Community Development Department /RRHA letterhead.
5. Prior to referring a family to The Tenant Selection Office for housing, Real Estate and Community Development Department shall certify to, in a written

letter of referral reasonably acceptable to RRHA, that each Referred Family is eligible to be a referral.

6. All referral letters must include the family's address (displaced and current resident), name, phone numbers and a deadline for the person to vacate.
7. All referred family must submit a public housing preliminary application.
8. RRHA agrees to determine the eligibility of persons referred to public housing under the same terms, standards and procedures outlined in the Admission and Continued Occupancy Policy (ACOP) that are applied to all other RRHA applicants
9. All adult referrals shall complete the Dissemination Form authorizing the release of criminal record history and credit report to the Tenant Selection Office upon applying for housing.
10. All Referred Families must be a Richmond city resident for 30 days.
11. Referred Families in violation of any RRHA program rules and regulations will not be eligible for housing.
12. All Referred Families must pay all outstanding balances owed to RRHA, a landlord in connection with the Section 8 program, or rents or other amounts to any housing authority in connection with public housing prior to submitting an application. Applicant must provide evidence of participation in Social Service or other appropriate counseling service programs, before an application will be accepted for housing.
13. Based on the availability of rental units, RRHA agrees to make available rental units.
14. The Tenant Selection Office shall have the right to offer a Referred Family a unit in any of its public housing communities which RRHA determines, in its sole and absolute discretion, to be suitable for the Referred Family.
15. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice if the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
16. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, if the applicant refuses the second offer they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
17. The Tenant Selection Office shall have the right to offer an available unit to another prospective tenant in the event
 - a. No referrals are under consideration at the time a unit becomes available;

or

- b. Referred Family has refused an offered unit.
18. When Referred Families are referred that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they are all legal occupants of the residence, they will be treated as a family unit.
19. Depending upon RRHA's vacancy status, modernized units and scattered site units may be offered to Referred Families. In addition to the qualifying terms, standards and procedures outlined in the ACOP, the referred families must meet the following criteria to be considered for these properties:
- a. At least one adult Household Member must work a minimum of 30 hours/week and prove steady employment for at least twelve (12) months prior to the date of eligibility determination.
 - b. All household members who are 18 years of age and older must be employed, attending school as a full-time student, or enrolled in an approved job training program.
 - c. Total Tenant Payment must equal/exceed the flat rent amount scheduled at the property.

RRHA reserves the right to refer families to modernization units and scattered site units in a manner that has the least impact on vacant units

M. Procedures/Protocol when processing referrals from RRHA Private Management Programs (i.e., Dove and/or future developments.)

The Richmond Redevelopment and Housing Authority expects to undertake mixed income, mixed use development projects in the future that may include affordable, low –income public housing, low income housing tax credit, retail and market rate rental and homeownership units, etc. In the operation of such programs, RRHA may elect to enter into an agreement with private entities and/or management companies for the management and operation of the RRHA public housing units within these communities.

RRHA shall enter into an agreement with such entities that will govern the development, operation and management of such programs. The agreement shall specify the general duty to maintain and operate the Public Housing units in compliance with public housing requirements, the agreement and any other RRHA approved operational agreements.

Residents in designated public housing units within these private management programs may have as a condition of continued occupancy certain site –based residency requirements as stipulated within the agreement. Such requirements may include a work and/or community service requirement. RRHA shall grant preference to families determined ineligible for continued occupancy within such private management programs due to noncompliance with the work requirement. Preference shall only be given for families determined ineligible due to this

requirement.

RRHA will follow the guidelines below when assisting families determined ineligible for continued occupancy as a result of noncompliance with the work requirement:

1. Tenants will be eligible to be placed on open Richmond Redevelopment and Housing Authority (RRHA) Public Housing Wait List.
2. The Private Management Program shall certify that the family previously
 - a. resided in the property prior to becoming ineligible and
 - b. meet all the requirements of RRHA prior to referral to the Tenant Selection Office. A family referred to the Tenant Selection Office shall hereinafter be referred to as the "Referred Family".
3. Prior to referring a family to the Tenant Selection Office, the private management program shall ensure that the prospective referral has paid any amounts owed under any previous lease.
4. Prior to making a referral to the Tenant Selection Office, the Private Management Program shall conduct a needs assessment to determine the housing and social needs of each potential referral.
5. All referrals must be submitted on letterhead of the managing company.
6. Prior to referring a family to The Tenant Selection Office for housing, the private management company shall certify to, in a written letter of referral reasonably acceptable to RRHA, that each Referred Family is eligible to be a referral.
7. All referral letters must include the family's address name, phone numbers and a notice for the Person to vacate.
8. All referred family must submit a public housing preliminary application.
9. RRHA agrees to determine the eligibility of persons referred to public housing under the same terms, standards and procedures outlined in the Admission and Continued Occupancy Policy (ACOP) that are applied to all other RRHA applicants
10. All adult referrals shall complete the Dissemination Form authorizing the release of criminal record history and credit report to the Tenant Selection Office upon applying for housing.
11. Referred Families in violation of any RRHA program rules and regulations will not be eligible for housing.
12. All Referred Families must pay all outstanding balances owed to RRHA, a landlord in connection with the Section 8 program, or rents or other amounts to any housing authority in connection with public housing prior to submitting an application. Applicant must provide evidence of participation in Social Service or other appropriate counseling service programs, before an application will be accepted for housing.
13. Based on the availability of rental units, RRHA agrees to make available rental units.

14. The Tenant Selection Office shall have the right to offer a Referred Family a unit in any of its public housing communities which RRHA determines, in its sole and absolute discretion, to be suitable for the Referred Family.
15. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice. If the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
16. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, if the applicant refuses the second offer they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
17. The Tenant Selection Office shall have the right to offer an available unit to another prospective tenant in the event
 - a. No referrals are under consideration at the time a unit becomes available; or
 - b. Referred Family has refused an offered unit.
18. When Referred Families are referred that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they are all legal occupants of the residence, they will be treated as a family unit.
19. Depending upon RRHA's vacancy status, modernized units and scattered site units may be offered to Referred Families. In addition to the qualifying terms, standards and procedures outlined in the ACOP, the referred families must meet the following criteria to be considered for these properties:
 - a. At least one adult Household Member must work a minimum of 30 hours/week and prove steady employment for at least twelve (12) months prior to the date of eligibility determination.
 - b. All household members who are 18 years of age and older must be employed, attending school as a full-time student, or enrolled in an approved job training program
 - c. Total Tenant Payment must equal/exceed the flat rent amount scheduled at the property.

RRHA reserves the right to refer families to modernization units and scattered site units in a manner that has the least impact on vacant units.

N. Completion of a Full Application

Applicants are required at the full application interview to:

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

Participate in a full application interview with a RRHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The applicant will complete the full application form, sign and certify that all information is complete and accurate.

Full application must be completed at the time of the interview.

1. Requirement to Attend Interview

RRHA utilizes the full 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. 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 RRHA services or programs that may be available.

All adult family members must attend the interview and sign the housing application and applicable forms. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship. RRHA will make every accommodation to ensure that all household members complete required verifications.

The head of household and spouse are both required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within five (5) calendar days to review the information and to certify, by signature, that all of the information is complete and accurate.

RRHA will check the applicant names in EIV Debts Owed, against its log of Section 8 reimbursement agreements and the Public Housing accounts payable system to determine whether the applicant has past due balances owed to RRHA. Previous outstanding debts to RRHA or any PHA resulting from a previous tenancy in the public housing, Section 8 or assisted housing programs must be paid in full. No applicant will be admitted to the Public Housing program that owes money to any PHA. If an applicant owes money a demand letter will be mailed with 15 calendar days to pay the full balance within 30 days of the letter. If the payment is not made during this timeframe the applicant will be found ineligible and a letter will be mailed to the applicant informing him/her that the application has been withdrawn.

Appointments for eligibility interviews will be scheduled by letter and/or email.

The appointment letter will advise the applicant to bring all documents necessary to document their eligibility, family composition, income, and deductions.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses the scheduled appointment(s) the Housing Authority ~~two (2) scheduled meetings~~, the Authority

will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than 15 calendar days from the original appointment date. The request must be made to the staff person who scheduled the appointment.

If an applicant fails to appear for their interview without prior approval of the Authority, their application will be rejected unless they can provide acceptable documentation to the Authority that an emergency prevented them from making contact.

Reasonable accommodation will be made upon request for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with the permission of the person with a disability.

If an application is rejected due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

All adult members must sign the HUD form 9886, Release of Information, the application/the application form, the declaration and consents related to citizenship/immigration status and any other documents required by the Authority. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide certification and release as required by the Authority.

Full application must be completed at the time of the interview.

Applicants will be required to provide all information requested by RRHA including information on their income, assets and on deductions claimed in the form of paystubs, computerized award letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-ordered child support, Social Security, Supplemental Security Income, Unemployment Compensation, bank statements, 401(k) statements, stock statements, and all other forms of income. Applicants will sign the appropriate releases for third party verification of income. RRHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 Verification Guidance and subsequent guidance issued by HUD in PIH Notice 2013-03 and 2013-04 when verifying income. If any required information is missing, the family will be provided a list of the documentation required, which must be received within 10 calendar days. If the applicant is not able to provide the information, the application will be rejected.

The interview will be conducted only if the head of household or spouse/co-head provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the appointment may be rescheduled.

Families are required to provide verification of Social Security Numbers for all family members prior to admission. This requirement also applies to persons

joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance. Persons who disclose their social security numbers but cannot provide verification must provide verification within 60 days, except elderly persons who must provide verification within 120 days.

As a part of the eligibility determination, RRHA shall run a criminal record check on all adult family members. Applicants are required to sign releases for such criminal record checks. In addition, RRHA will check the sex offenders' web site for the appropriate jurisdiction, for individuals that have lived outside of for the previous three years.

If RRHA determines at or after the interview that additional information or document(s) are needed, RRHA will request the document(s) or information in writing. Third party verification will be obtained in all cases when available. Staff will document the file on attempting to obtain third party verification. After documenting the file that information cannot be verified by UIV, by written third party verification, written third party verification form or by oral third-party verification, the family will be given five (5) working days to supply the information. Family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the RRHA. Extensions may be given for extenuating circumstances such as information that must be obtained from out of state. If the information is not supplied in this time period, RRHA will provide the family a notification of denial for assistance.

Applicants who wish to receive deductions as allowed by 24 CFR Part 5, for dependents, elderly/disabled status, unreimbursed medical expenses, reasonable childcare and/or disability assistance expenses, will be required to provide information on the status and/or the unreimbursed expenses. RRHA will attempt to obtain third-party verifications of deductions prior to using applicant-supplied documents. Failure to provide such information will result in the family not being given the deduction.

If it is determined that an applicant who claims a preference does not meet the criteria to qualify for a preference, the applicant will be notified in writing and provided with the reasons for the determination. The applicant will be provided with the opportunity for an informal review.

After verification of the information provided and prior to selection, the application will be reviewed for compliance with the Authority's Selection Criteria. If the applicant is found to be eligible for admission, he or she shall be notified.

If the applicant is found to be ineligible, he or she will be notified and provided with the basis for the ineligibility determination. The applicant will be provided an opportunity for an informal hearing on the matter to be conducted by the Appeals Officer for housing operations.

The program eligibility supervisor will indicate on the application the final action taken.

Eligible applicants must notify the Tenant Selection Office in writing if there is a

change in family size, income, or preference eligibility.

Applicants will be informed that refusal of a dwelling unit after the second offer that the applicant's name will be removed from the waiting list. However, if an applicant presents satisfactory evidence to the Authority that acceptance of the offer of a suitable vacancy will result in hardship or handicap not related to considerations of race, color, sex, religion, national origin, family status, disability, or handicap, such as difficulty of transportation to location of employment, inability to obtain day care for children, desire to maintain affiliation with churches, community institutions, and facilities, non-acceptance of such an offer shall not be considered as a refusal.

O. Ready Waiting List Pool

1. When an applicant is found to be eligible for admission,, he or she will be notified by mail and/or email and scheduled for the New Resident Orientation
2. If a suitable (right size and type) unit is unavailable, the approved applicant will be placed in the ready waiting list pool by eligibility date and unit size.
3. When a suitable (right size and type) unit become available, the first qualified applicant in sequence shall be contacted by telephone and offer the unit.
4. If RRHA is unable to reach the applicant, a message will be left informing the applicant that an offer of housing is pending.
5. The applicant will be given a 24 hours to return the telephone call or message and accept or reject the offer; provided, however, that if such 24-hour period ends on a day on which RRHA is not open for business, such period shall be extended for an additional 24 hours for such day RRHA is not open, along with an additional 24 hours for each consecutive day subsequent thereto which RRHA is not open for business.
6. If the applicant fails to contact the office within the timeframe specified above, RRHA will contact the next qualified applicant on the list.
7. In the event that the next qualified applicant on the list accepts the unit, the first applicant will be returned to the ready pool in the same position, and RRHA will attempt to make a second offer to such first applicant by telephone call in the manner described above.
8. After the second attempt to contact the applicant by telephone with a housing offer, a letter will be mailed to the applicant, requesting them to contact the office to confirm continued interest in housing.
9. If the applicant fails to respond to the request by the deadline indicated in the letter, the applicant will be withdrawn from the ready waiting list pool.
10. The applicant will be notified in writing of changes in their eligibility and offered their right to an informal review.

P. Removing Applicants from the Waiting List

[24 CFR 982.204 (c)]

The Authority is unable to contact the applicant to follow up on their application. No informal hearing is required following withdrawal of an application,

The applicant requests that their name be removed.

The applicant fails to keep a scheduled interview or leasing, fails to have money at lease reading or fails to respond to the Authority concerning information that is necessary to process the application or request from RRHA to update information on their application. If the applicant fails to respond the application is withdrawn from the waiting list and ineligible to reapply for a period of one year from the date of the expired period.

The applicant fails to complete the orientation class or missed 2 scheduled new orientation classes.

Any mailing to the applicant which requires a response will state that failure to respond will result in the applicant's name being removed from the waiting list.

If a letter is returned by the U.S. Postal Service, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Program Eligibility Supervisor or his/her designee determines there were circumstances beyond the person's control or verified to be related to a reasonable accommodation.

The Authority may suspend or restrict the acceptance of applications whenever it appears that the waiting list has more applicants than can be housed in a one-year period. The suspension or restriction may be lifted whenever the waiting list or the need for a particular bedroom size drops below the number of applicants that can be housed in a nine-month period. When advertisements appear announcing the reopening of applicant processing, the following will be incorporated:

1. An affirmative marketing consideration for the Authority's housing programs, i.e., household type, elderly, or non-elderly.
2. The listing of income limits and size of dwelling units available for occupancy.

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 preferences, eligibility and rent calculation.

If RRHA determines at or after the interview that additional information or document(s) are needed, RRHA will request the document(s) or information in writing. Third party verification will be obtained in all cases when available. Staff will document the file on attempting to obtain third party written and oral verification. After documenting the file that information cannot be verified by UIV, by written third party verification, written third party verification form or by oral third-party verification, the family will be given five (5) working days to supply the

information. Family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the RRHA. Extensions may be given for extenuating circumstances such as information that must be obtained from out of state. If the information is not supplied in this time period, RRHA will provide the family a notification of denial for assistance. (See Chapter 23-Tenant Grievance Procedure)

Parents claiming custody must have court awarded final, permanent physical custody for the dependent to be considered member of the household.

Q. College Students

No assistance shall be provided to any individual who is enrolled (full time or part time) as a student at an institution of higher education who is:

1. Under age 24
2. Not a U.S. Veteran

Unmarried and Does Not Have A Dependent Child, Unless:

3. The student is eligible and the student's parents (individually or jointly) are income eligible for the program; or
4. The student can demonstrate absence or independence from the parents.

An independent student must meet one or more of the following criteria:

5. Be at least 24 years old by December 31 of the award year for which aid is sought;
6. Be an orphan or ward of court through age 18;
7. Be a Veteran of the U.S. Armed Forces;
8. Be married;
9. Have a legal dependent(s) other than a spouse (i.e., dependent children or an elderly dependent parent); or
10. Be unclaimed as a dependent on another person's tax return.

R. Processing Applications

As families approach the top of the Waiting List, the following items will be verified to determine qualification for admission:

1. Preference verification
2. Family composition and type (elderly/non elderly), inclusive of family status, familial/marital status when needed for Head or spouse definition, or for inclusion in the household of a minor who is not yet born to or adopted by the assisted family, or legal guardianship, or right to custody, including temporary right to custody.
3. Annual Income* inclusive of tips and meals, including income that is expressly excluded by regulation where the RRHA is required verify.

4. Assets and Asset Income
5. Deductions from Annual Income including but not limited to full-time student status, including students who are 18 or over, childcare expenses for children under 13 where such expenses allow an adult family member to be employed or to further his/her education or seek employment, total medical expenses of all family members in households whose Head or spouse is elderly or disabled, disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed, disability for determination of allowance or deductions.
6. Social Security Numbers (SSN) of all family members or an SSN Certification of non-issuance for any family members who do not have Social Security Numbers.
7. Non-economic selection criteria used in applicant screening, inclusive of criminal history report, past landlord reports, credit reports, rent payment history.
8. Citizenship or eligible immigration status, including date and place of birth.

S. Timeliness of Verifications

All verifications will be obtained prior to initial lease date to ensure that current and accurate data is being used in calculating rents and eligibility.

Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

Verifications for the public housing program must be dated within 120 days from the date of the interview and not exceed 120 days in age, prior to admission to the unit.

The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

T. Verification and Documentation of Information for Admission

HUD regulations require that the factors of eligibility be verified by the Authority. All information from each applicant must be verified. Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible as to why third-party verification was impossible to obtain. Applicants and program participants must provide true and complete information to the Authority whenever information is requested.

U. Information to be Verified

When determining eligibility for admission, all information submitted by the applicant must be verified. Information to be verified must include but **is** not limited to:

1. Income
2. Employment
3. Social Security Number
4. Bank Accounts
5. Child Care Expenses
6. Custody
7. Preferences
8. Residency
9. Citizenship
10. Family Relation
11. Social Factors
12. Deductions and Exclusions from income
13. Past Performance in Meeting Financial Obligations

RRHA will accept as verification but is not limited to the following documentations listed below:

14. A current government issued Virginia driver's license.
15. A current government issued Virginia identification card from the Division of Motor Vehicle
16. Original Birth Certificate
17. Social Security Card
18. Proof of Birth Letter (child 6 months or younger)

In the event conflicting information is received regarding one of the items to be verified, RRHA staff will attempt to resolve the conflict and will document why one piece of information was used versus another.

| Verification Requirements for Individual Items | | |
|---|--|---|
| Item to Be Verified | 3rd party verification | Hand-carried verification |
| General Eligibility Items | | |
| Social Security Number | Letter from Social Security, electronic reports | Social Security card |
| Adult Status of the Head of Household | | Valid driver's license and a birth certificate |
| Citizenship | N/A | Signed Section 214 Declaration, and voter's registration card, birth certificate, etc. |
| Eligible immigration statuses | INS SAVE confirmation # | INS card |
| Disability | EIV receipt of SSI, Verification Form from medical professional | Proof of SSI or Social Security disability payments |
| Full time student status (if >18) | Verification Form or letter from school | For high school and/or college students, any document evidencing FT enrollment |
| Need for a live-in aide | Verification form or letter from medical professional or other professional knowledgeable of condition | N/A |
| Childcare costs | Verification form or letter from care provider | Bills and receipts |
| Disability assistance expenses | Verification forms or letter from suppliers, care givers, etc. | Bills and records of payment |
| Medical expenses | Verification forms or letters from providers, prescription record from pharmacy, medical professional's letter stating assistance, or a companion animal is needed | Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls |
| Medicare Discount Card | | A card with the words "Medicare Approved" on it |
| Medicare Discount Benefit | | Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of \$48.17 per prescription |

| Income | | |
|--|--|--|
| Earned income | Verification form or letter from employer | A minimum of two consecutive pay stubs |
| Self-employed or owned business | N/A | Tax return from prior year (including all attachments and Schedules), books of accounts, receipts for products and other expenses associated with employment |
| Regular gifts and contributions | Verification form or letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state) | Bank deposits, other similar evidence |
| Alimony/child support | Verification form, letter or printout from agency through whom payments are made, letter from source, letter from Human Services | Record of deposits, divorce decree |
| Social Security (all types) | EIV or Verification form from SSA | Letter from Social Security |
| Periodic payments (i.e., welfare, pensions, workers' comp, unemployment) | Verification form or electronic reports from the source | Award letter, letter announcing change in amount of future payments |
| Training program participation | Letter from program provider indicating -whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training -whether payments are for out-of-pocket expenses incurred in order to participate in a program | N/A |

Verifications of “permanent” information, such as birth certifications, social security cards, Section 214 Declaration of Citizenship, etc. need only be gathered at the time of eligibility determination and retained in the current participant folder.

V. Documentation

The information submitted by each applicant to be used in the determination of eligibility for admission, qualification for preference, rent to be paid, and size of unit required will be verified for truthfulness, accuracy, and completeness and will be documented. As a minimum, this documentation will include the date, the source of the information including the name and title of the individuals contacted, and a summary of the information received. Documentation will include but is not limited to:

1. Letters or statements (notarized where necessary), certifications from employers, and other pertinent sources giving authoritative information concerning all items and amounts of income, anticipated income, and deductions.
2. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, etc., sworn to before a notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
3. Memoranda of verification data obtained by completing a Verification of Employment form by personal interview, telephone or other means, with source, date received, and the person receiving the information clearly indicated.

W. Systems of Verification

[24 CFR 5.233]

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

The RRHA will verify information through the five methods of verification acceptable to HUD **in the following order**:

| Level | Verification Technique | Ranking |
|--------------|---|--|
| 6 | Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants) | Highest (Mandatory) |
| 5 | Upfront Income Verification (UIV) using non-HUD system | Highest (Optional) To verify the income of new applicants since EIV is not available. |
| 4 | Written third Party Verification | High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute) |
| 3 | Written Third Party Verification Form | Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation) |
| 2 | Oral Third-Party Verification | Low (Mandatory if written third party verification is not available) |
| 1 | Tenant Declaration | Low (Use as a last resort when unable to obtain any type of third-party verification) |

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

In accordance with Notice PIH 2013-03 RRHA will accept a family's declaration of the amount of assets of less than \$5,000 and the amount of income to be expected to be received from those assets. RRHA's application, which is signed by all adult family members may serve as the declaration. Where the family has net family assets equal to or less than \$5000, RRHA does not need to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5000, RRHA must obtain supporting documentation (e.g., bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. RRHA will comply with the temporary guidelines

established by this notice until expiration on March 31, 2014 unless amended, superseded or extended by subsequent guidance from HUD.

In accordance with Notice PIH 2013-04, RRHA will accept an applicant's self-certification as verification of fully excluded income. Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, RRHA is not required to:

1. Verify the income in accordance with the HUD-prescribed verification hierarchy;
2. Document in the tenant file why third-party verification as not available as required by 24 CFR 960.259(c) (i) and 24 CFR 982.516(a) (2); and
3. Report the income in Section 7 of the form HUD-50058

The RRHA's application, which is signed by all adult family members, may serve as the self-certification of the fully excluded income. RRHA may elevate the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant self-certification are:

4. Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
5. Income from a live-in aide
6. Earned income from minors (children under the age of 18)

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income, RRHA is required to:

7. Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
8. Report the income in Section 7 of the form HUD-50058.

Examples of partially excluded income that are subject to regular verification requirements include:

9. Earnings in excess of \$480 for full-time students 18 years of age or older (24 CFR 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, RRHA must verify the amount of employment income for these family members. For a complete list of income exclusions, see 24 CFR 5. 609(c).
10. If third party verification written or oral verification is not available, RRHA staff will document the file as to why third-party verification was impossible to obtain, and another method was used (such as reviewing documents families provide.)

The RRHA will not delay the processing of an application beyond two weeks because a third-party information provider does not return the verification in a timely manner.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 15 months after the date on the Release of Information

form.

X. Final Determination and Notification of Eligibility

After the verification process is completed, RRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by RRHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

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

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

CHAPTER 5 - ELIGIBILITY AND SCREENING

Purpose

This Chapter defines both HUD's and RRHA's criteria for admission and denial of admission to the program. The policy of RRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. RRHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and RRHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by RRHA pertaining to their eligibility.

Exemption from Eligibility Requirements for Police Officers and Other Security Personnel

The Authority may admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

A. Qualification for Admission

It is RRHA's policy to admit qualified applicants only. To be eligible for the public housing program, an applicant must:

1. Qualify as a family as defined by this ACOP;
2. Qualify on the basis of citizenship or eligible immigrant status of family members;
3. Have an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD.
4. Provides a Social Security number (SSN) for all family members;
5. Consents to RRHA's collection and use of family information, as provided for in RRHA-provided consent forms; and
6. Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

B. Family Composition

1. Definition of Family

The applicant must qualify as a Family. RRHA considers that the following which includes, but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status qualify as a “family [24 CFR 5.403]:.

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or two or more persons who are not related by blood, marriage, adoption or other operation of law, but who either can demonstrate that they have lived together previously, or can verify stable shared income or resources that will be available to meet the needs of the family. Unmarried couples of the opposite or same sex will be considered a family if it can be shown that the members have formed a stable relationship. If the couple is not related by blood (e.g. brother and sister, mother and son) then RRHA will consider the relationship one of affinity and will allow one bedroom for the couple when it determines bedroom size.
- b. A group of persons residing together, and such group includes, but is not limited to:
 - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care or a student temporarily away at college is considered a member of the family);
 - ii. An elderly family- Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
 - iii. A near-elderly family – Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who RRHA defines as at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62, living together; or one or more persons who are at least 55 years of age but below the age of 62, living with one or more live-in aides.
 - iv. A disabled family – A disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

“Person with disabilities” means a person who:

- (a) Has a disability, as defined in 42 U.S.C. 423;
- (b) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - (1) is expected to be of long-continued and indefinite duration;
 - (2) Substantially impedes his or her ability to live

independently, and

- (3) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - (c) Has a developmental disability as defined in 42 U.S.C. 6001
 - (d) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
 - (e) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
 - (f) is an “individual with handicaps”, as defined in 24 CFR §8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
- v. A displaced family – A displaced family means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief.
 - vi. The remaining member of a resident family.
- c. Live-in Aides may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
 - d. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. However, foster children and/or adults are not family members and have no rights of tenancy or continued occupancy.
 - e. For purposes of continued occupancy: the term family also includes the remaining member of a participant family with the capacity to execute a lease.
 - f. Single persons who do not otherwise qualify as a family may apply, but will not be able to receive assistance until all single applicants who are elderly displaced or disabled have been housed.

2. Head of Household

The head of household is 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/local law.

3. Spouse of Head

Spouse means the husband or wife of the head.

The definition of “spouse” is the marriage partner who, in order to dissolve the relationship, would have to seek a divorce. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

4. *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 spouse or co-head, but not both. A co-head never qualifies as a dependent.

5. *Joint Custody of Children*

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

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Verification that all the children in the family are related to the head of household is needed to ensure that the family is not claiming children who will not actually reside in the unit in order to qualify for a larger size unit. Such verification can document the relationship: blood (birth certificate), adoption (legal adoption records), court awarded custody (court documents). Foster children or adults (state placement agency) can also be permitted to live in a unit.

A person other than a parent claiming custody of a child must have legal guardianship or has court-awarded custody or temporary court awarded legal custody of the child before they can be added to the family composition.

6. *Alimony and Child support*

Regular alimony and child support payments are counted as income.

If the amount of child support or alimony received is less than the amount awarded by the court, the Authority will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The Authority will accept verification that the family is receiving an amount less than the awarded if:

- a. The Authority receives verification from the agency responsible for enforcement or collection.
- b. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

7. *Live-In Aide*

A Family may include a live-in aide provided that such live-in aide:

- a. Is determined by RRHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
- b. Is not obligated for the support of the person(s), and
- c. Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

- d. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- e. Live-in aides are not subject to Non-Citizen Rule requirements.
- f. Live-in aides are not considered as a remaining member of the tenant family.

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

A Live-in Aide may only reside in the unit with the approval of RRHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification 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.

RRHA will screen the live-in aide and the live-in aide must be eligible under criminal background requirements and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

RRHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

8. *Foster Children and Foster Adults*

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term foster child is not specifically defined by the regulations. Foster children and foster adults that are living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

C. *Absent Family Members*

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

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

1. *Absent Students*

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to RRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

2. *Absences Due to Placement in Foster Care [24 CFR 5.403]*

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, RRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

3. *Absent Head, Spouse, or Co-head*

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

RRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

4. *Absences Due to Incarceration*

If a family member is expected to be incarcerated for more than 180

consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements.

D. Mandatory Social Security Numbers [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

E. Citizenship/Eligible Immigration Status

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

RRHA will require an applicant to establish and verify eligibility in relation to citizenship before providing financial assistance to an individual or family. Verification of immigration status(s) will be verified through the “SAVE” Program Verification Information System at the time other eligibility factors are determined.

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 six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
2. A noncitizen who entered the U. S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U. S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A noncitizen who is lawfully present in the U. S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);
5. A noncitizen who is lawfully present in the U. S. as a result of the Attorney Generals' withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is verified and considered individually before the family's status is defined.

- Mixed Families: A family must have at least one member who is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- See Chapter 2- Fair Housing, Paragraph E (2) for VAWA protections that may be afforded to ineligible individuals of mixed families.
- No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

RRHA will not provide assistance to a family before the verification of at least one family member.

A pro-rata reduction in housing assistance will be made for all persons in the participant family who do not have either citizenship or eligible immigration status.

If, within 10 calendar days of the eligibility interview, the applicant has failed to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible.

When RRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 calendar days of the determination.

The notice will explain the reasons for the denial of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and

Immigration Services (USCIS), or to request an informal hearing with RRHA within 15 calendar days. The informal hearing with RRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

F. Other Eligibility Criteria

All applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

1. To pay rent and other charges as required by the lease in a timely manner;
2. To care for and avoid damaging the unit and common areas;
3. To use facilities, appliances and equipment in a reasonable way;
4. To create no health or safety hazards, and to report maintenance needs in a timely manner;
5. Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
6. Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off RRHA premises;
7. Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
8. Not to be subject to sex offender registration requirement;
9. Not be subject to any applicant family member required to register as a sex offender which will result in the applicant family being disapproved;
10. To comply with necessary and reasonable rules and program requirements of HUD and RRHA;
11. To comply with local health and safety codes
12. To comply with the essential components of the lease; and,
13. To comply with site-specific criteria, at sites with criteria.

G. Denial of Admission for Previous Debts to This or Any Other PHA

Previous outstanding debts to RRHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to submitting a pre-application

Applicants who have paid all outstanding debts must successfully complete and

receive a certificate of attendance in a budgeting class prior to submitting a pre-application.

RRHA reserves the right, in the case of extreme hardship, i.e. homelessness, to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

Either spouse is responsible for the entire debt incurred as a previous RRHA tenant. Children (under age 18 or disabled) of the head or spouse who had incurred a debt to RRHA will not be held responsible for the parent's previous debt.

H. Non-Economic Eligibility Criteria

It is the policy of RRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.

In determining qualifications for tenancy, RRHA shall consider the following items:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.
2. RRHA shall rely upon sources of information which may include, but not limited to, RRHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.
3. All adult household members are required to attend a New Resident Orientation session offered by RRHA prior to lease up. Failure to attend the Orientation will result in the disapproval of the applicant family's application. Disapproved Families will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.

The purpose of the Orientation will be to familiarize all new residents with the rules, regulations, policies and procedures pertinent to successful occupancy in RRHA's programs. The Lease, House Rules, maintenance policies, housekeeping, Community Service requirement and earned Income Disallowance will be among the topics reviewed at Orientation.

An authorized representative of RRHA shall document any pertinent information relative to the following:

1. Criminal Activity – including the activities further defined herein as of a criminal nature.
2. Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.
3. Pattern of Drug Use – includes a determination by RRHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Drug Related Criminal Activity – includes a determination by RRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
5. Pattern of Alcohol Abuse – includes a determination by RRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
6. Initiation of Threats – or behaving in a manner indicating intent to assault employees or other residents.
7. Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.
8. Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to RRHA, another housing authority or any utility company.
9. Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
10. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
11. Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; damages to premises and

equipment caused by the family or persons under control of the family; affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

12. Destruction of Property – damage to any previous rentals or property that the family has resided in.
13. Whether Applicant or Tenant Demonstrates that he/she is Capable of Complying with the Essential Conditions of the Lease – In the case of applicants for admission, the person's present living arrangements and a statement obtained from the applicant's health care professional or social service provider may be among factors considered in making this determination.

I. Administration

In evaluating evidence of past behavior, the RRHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The RRHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

When the RRHA takes any adverse action based on a criminal conviction record, the applicant may request, and the RRHA will provide, a copy of the criminal record and an opportunity to dispute the record at an informal hearing. (Residents may also contest such records at the court hearing in the case of evictions.)

J. Screening for Suitability [24 CFR 960.204, 960.205]

1. Suitability – Screening Criteria

Information and documentation required to make a determination regarding an applicant family's suitability includes:

- a. Credit Report indicating an applicant's past history in meeting financial obligations especially rent and utility payments.
- b. School records on all school age children.
- c. Applicant conduct during the application process, failure to follow processing procedures or conduct while visiting or residing in public housing. Such conduct can include any applicant family member not being sober, being abusive to RRHA staff or to others, damaging RRHA property, disruptive to RRHA business operations, to the community, and/or residents.
- d. Home visits may be made by Authority staff for the purpose of evaluating

housekeeping, living conditions, property damage, etc. or statements from shelters.

- e. Sex offender registration lists will be searched for names of all applicant family members eighteen (18) years of age or older. Any applicant family member required to register as a sex offender will result in the disapproval of the applicant family's application.

Criminal History Records on all family members eighteen (18) years of age or older. Includes Local, State, and National Criminal History Records.

2. Applicants Disapproved for Admission

It is the policy of RRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

Applicants requesting to be admitted into public housing operated by RRHA will be determined suitable based upon the criteria defined herein. Each family member must be determined suitable on an individual basis.

Applicants disapproved for admission will be eligible to re-apply at such times that the public housing waiting list is opened and only after the time period specified in each of the following categories has elapsed. If the time period is not specified then the applicant is ineligible to reapply for a period of 1 year from the date of the action. In cases of unacceptable criminal history, such time period will be from the date of the last conviction in which the disapproval was based.

- a. Any mailing(s) to the applicant which require a response will state that failure to respond with 15 calendar days from the date on the letter will result in the applicant's name being withdrawn from the waiting list. The applicant will ineligible to reapply for a period of 1 year from the date of the action.
- b. Do not meet any one or more of the eligibility criteria;
- c. Fail to complete any aspect of the application or lease-up process;
- d. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff, or cause damage to the property; however, the family may remove the member from the application by documenting where the member is living or going to live by means of a lease, or utilities turned on the member's name or other appropriate documentation.

However, the RRHA may admit the household if the RRHA determines that:

- The removed household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation

program approved by RRHA; or

- The circumstances leading to the removal from the application no longer exist (for example, the criminal household member has died or is incarcerated).
- e. Have engaged in or threatened abusive or violent behavior towards any RRHA staff, program participant or resident.

The applicant will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.

- f. The family is unable to obtain utilities in the name of one or more adult family members.
- g. The RRHA has reasonable cause to believe that a household member's involvement in gang activity in the past five years may threaten the health, safety, or right to peaceful enjoyment by other participants or tenants shall be ineligible to re-apply for seven (7) years from the date of application review.
- h. An applicant will be denied admission if any verification and documentation reveals that their performance falls into any of the below listed categories. However, those applicants experiencing borderline problems with rent payment, domestic matters, school attendance, housekeeping, etc., will be provided an opportunity for counseling to correct the problem. Favorable consideration shall be given based upon successful participation.

Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.

- i. Misrepresentation, Non-Compliance with Rental Agreements and Program Requirements, - Includes evidence of any failure to comply with the terms of rental agreements at current or prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations. Includes non-compliance with RRHA application process or other program requirements wherein non-compliance resulted in sanctions, terminations or other serious outcomes. Includes non-compliance with school truancy standards. Includes applicants living in Public Housing or Section-8 housing illegally.
- j. Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.
- k. Unsatisfactory Rent Paying History - A consistent, severe or recent history (the most recent 12-month period) of deficiencies in rent payment which indicates that the family would be unable (or would fail) to pay rent for the apartment and other expenses relating to occupancy. In the absence of any

rental history, timely payment of other obligations will be utilized as evidenced by a credit report. Borderline applicants will be required to submit repayment agreements for the most recent judgments(s) and/or current outstanding balance and participate in financial counseling. Families will not be admitted until outstanding balances are paid in full and the successful completion of a budgeting counseling class.

- l. Disapproved applicants will be eligible to re-apply for admission after one (1) year from date of disapproval. A one (1) year satisfactory rent payment history will be required for future approval wherein the applicant paid rent under a lease agreement for the actual rental dwelling.
- m. Disturbance of Neighbors, Destruction, of Property or Other Disruptive or Dangerous Behavior of Any Family Member Regardless of Age - Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence. Such violence may be the basis for the applicant to provide a notarized statement indicating that the violent individual will not be granted guest privileges by the applicant while residing in public housing. Also, gross negligence or irresponsibility, which damages the equipment or premises in which the family resides, or which is disturbing or dangerous to neighbors, or disrupts normal family and community life. Information from private sources, or police "Calls for Service," etc. will be evaluated on a case-by-case basis. Favorable consideration shall be given if negative information applies to a particular community based upon particular circumstances.
- n. Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.
- o. Unsanitary or Hazardous Housekeeping - Includes a prior history of creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within a dwelling unit, or failing to maintain such in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.
 - i. In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after recommendation by such agency. This category does not disqualify families whose housekeeping is found to be superficially lacking in orderliness, where such conditions do not create a health and safety

problem, do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of nearby dwelling units.

Disapproved applicants will be eligible to re-apply for admission after 1 year from date of disapproval and must demonstrate that they have cared for a unit successfully for at least six months

- p. The applicant fails to keep a scheduled interview or leasing, fails to have money at lease reading or fails to respond to the Authority concerning information that is necessary to process the application or request from RRHA to update information on their application.
- q. Disapproved applicants will be eligible to re-apply for admission after 1 year from the date of the negative occurrence.
- r. Former Authority Residents with Unfavorable Recommendations - Any applicants applying for re-admission to RRHA housing, or who was a former public housing, Indian housing, Section 23, or Section 8 resident of any Authority, shall be disapproved for admission due to documented unfavorable recommendations.
- s. Disapproved applicants will be eligible to re-apply for admission after three (3) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for re-applying.
- t. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection of housing and will be ineligible to reapply for a period on 1 year from date of application review.
- u. Applicants who have withdrawn from the Authority's waiting list, or have turned down one or more offers of housing during the past year will be determined ineligible for admission to the PH programs and will be ineligible to reapply for a period on 1 year from withdrawal or rejection of housing.
- v. A previous Public Housing tenant is ineligible to reapply for the Public Housing program for a period of one year after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- w. A previous HCV participant tenant is ineligible to reapply for the Public Housing program for a period of one year after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- x. A previous Public Housing Tenant is ineligible to apply for the HCV Housing program for a period of one year after move-out date if the applicant was terminated/evicted or proposed for termination/eviction.
- y. A person who is incarcerated is ineligible for a period of one year after released from incarceration;
- z. No applicant can be admitted to housing while on probation for criminal activity. Applicants will be ineligible to apply for admission 1 year after

released from probation. Applicants may submit documentation of successful completion of rehabilitation program that is not a part of sentence requirements or probation.

aa. Applications will not be accepted from persons on the RRHA Barment list. The Barment Policy and/or an Appeal Hearing will be the basis for determining the time period for reapplying.

bb. Active warrants must be resolved within forty-five (45) days of notification.

In accordance with Notice PIH 2012-28, as a part of the eligibility determination, RRHA must perform criminal background checks on all adult family members during the application stage. Applicants are required to sign releases for such criminal background checks. The criminal background checks will also determine if an applicant, or a member of an applicant's household, is subject to a lifetime registration requirement under any State sex offender registration program. Criminal background checks must be performed in that state in which the housing is located and for states where the applicant and members of the applicant's household may have resided. As such, applicants for admission into RRHA must provide a complete list of all states in which the household member has resided. Failure to accurately respond to any question during the application process is cause to deny the family admission. Additionally, RRHA must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime sex offender registration requirement in any state.

In addition to screening adult members of the applicant's household, the criminal background screening includes juvenile members of the applicant's household to the extent allowed by state and local law.

If the process described above reveals an applicant's household includes an individual subject to a State lifetime sex offender registration, RRHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, RRHA must deny admission to the family. RRHA may use the Dru Sjodin National Sex Offender Database or other available databases available through their local law enforcement agencies to verify criminal history information. Criminal History Records on all family members eighteen (18) years of age or older will be searched which includes Local, State, and National Criminal History Records.

3. Unacceptable Police Record

An unacceptable police record is one wherein the applicant or any member of the household has been convicted of a crime, within the time period specified below, or has a history of criminal activity that would jeopardize the health, safety and welfare of the community. An unacceptable juvenile record is one wherein the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in categories (a) through (d), (h), and (j). Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the

deposition.

RE-APPLY DATES ARE TO BE DETERMINED FROM THE DATE OF LAST CONVICTION.

- a. Denial for Life - Includes a family or household member who has been convicted of manufacturing or producing methamphetamine on or off the premises of public housing and a family or household member who is subject to a lifetime registration requirement under a State or Federal sex offender registration program.
- b. Intent to Distribute Drugs or Other Controlled Substance - Includes evidence of conviction for trafficking or intent to distribute drugs or other controlled substance of any type other than alcohol.

| Re-Apply: | Disapproval: |
|-----------|--|
| 10 Yrs. | One (1) conviction within ten years from the date of application review. |
| Permanent | Two (2) convictions |

- c. Possession of Drugs - Includes evidence of conviction for possession of drugs or other controlled substance other than alcohol. Favorable consideration shall be given after eighteen (18) months upon a professional agency verifying in writing that such applicant has been rehabilitated. RRHA shall have sole discretion in determining satisfactory evidence.

| Re-Apply: | Disapproval: |
|-----------|--|
| 3 Yrs. | One (1) conviction within three years from the date of application review. |
| 5 Yrs. | Two (2) or more convictions within five years from the date of application review. |
| 10 Yrs. | Four (4) or more convictions within ten years from date of application review. |

- d. Illegal Sale of Alcohol, Possession, Drunk, and/or DUI's - Includes evidence of alcohol abuse of which can constitute a danger of disrupting the peaceful occupancy of other tenants. Favorable consideration shall be given after eighteen (18) months upon a professional agency verifying in writing that such applicant has been rehabilitated. RRHA shall have sole discretion in determining satisfactory evidence.

| Re-Apply: | Disapproval: |
|-----------|--|
| 1 Year | One conviction within the past year of application review. |

| | | |
|-----------|--|---|
| 2 Yrs. | | A combination of or two (2) of the above convictions within the past two years from the date of application review. |
| Permanent | | Three (3) DUI's or any combination of the above convictions within seven (7) years from date of application review. |

- e. Brandishing and/or Discharging a Firearm - Concealed Weapon - Such convictions include evidence of conduct which constitute a danger of disrupting the peaceful community of other tenants and endangering their welfare.

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| Re-Apply: | | Disapproval: |
| 5 Yrs. | | One (1) conviction within the past five years from the date of application review. |
| 10 Yrs. | | Two (2) convictions within the past ten years from the date of application review. |

- f. Assault, Battery and/or Bomb Threats; Arson, Damaging Property; Includes evidence of acts of violence or of any other conduct which constitute a danger of disrupting the peaceful occupancy of the community.

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| Re-Apply: | | Disapproval: |
| 3 to 10 Yrs. | | Can include one (1) to ten (10) conviction from the date of application review. Number of convictions will also be the basis for determining the time period (from the date of last conviction) for reapplying with minimum disapproval being three (3) Years. |

- g. Disorderly Conduct - Soliciting; Indecent Exposure; Urinating in Public; Immoral Conduct of Any Type - Includes evidence of acts of violence or of any other conduct, which constitutes a danger of disrupting the peaceful occupancy of the community.

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| Re-Apply: | | Disapproval: |
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| | | |
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| 3 to 5 Yrs. | | Three (3) convictions within the past three years from the date of application review. Such disapproval will be based upon individual circumstances relating to each conviction and will also be the basis for determining the time period (three or five years from last conviction) for re-applying. |
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- h. Fraud - Includes all convictions for fraud/bribery or any other corruption regardless of the circumstances.

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| Re-Apply: | | Disapproval: |
| 3 Yrs. | | One (1) conviction within the past three (3) years. Eligibility to re-apply for housing also includes restitution. |

- i. Crimes of Violent Behavior, Murder, Attempted Murder, 2nd Degree Murder, Felonious Assault, Breaking and Entering, Rape, Incest, Child Molestation or Sexual Deviation - Includes any violent criminal activity that includes the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage. Includes crimes of violence which would constitute a danger to the community including indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicting sexual deviation.

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| Re-Apply: | | Disapproval: |
| 10 Yrs. | | One (1) conviction within the past ten years from the date of application review. |
| Permanent | | Two convictions will constitute permanent disapproval. |

- j. Forging - Concealment and Uttering; Altering Prices; Shoplifting, Theft and Larceny. Includes convictions for one or a combination of the above crimes.

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| Re-Apply: | | Disapproval: |
| 3 or 5 Yrs. | | Four (4) or more convictions within the past three years from the date of application review. |

- k. Other Felonies - Includes convictions for all other types of felonies.

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| Re-Apply: | | Disapproval: |
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| 3 Yrs. | | One conviction within the past three years from the date of application review. |
| 5 Yrs. | | Two (2) convictions within the past five years from the date of application review. |
| 10 Yrs. | | Three (3) convictions within the past ten years from the date of application review. |
| Permanent | | Four (4) or more felony convictions constitute permanent disapproval. |

- I. Other Misdemeanors - Includes convictions for all other types of misdemeanors.

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| Re-Apply: | | Disapproval: |
| 3 Yrs. | | Two (2) convictions within the past three years from the date of application review. |
| 5 Yrs. | | Three (3) convictions within the past five years from the date of application review. |
| 10 Yrs. | | Four (4) convictions within the past ten years from the date of application review. |

m. Juvenile Felonies

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| Re-Apply: | | Number of Convictions |
| 5 Yrs. | | Three (3) or more felonies within the past two (2) years from date of application review. |

An unacceptable juvenile record is one wherein the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in categories (a) through (d), (h) and (j). Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the categories.

Satisfactory evidence of rehabilitation may include the following:

- i. Evidence of completion of an appropriate substance abuse rehabilitation program and no additional involvement in such behavior for one (1) year.
- ii. Results of current drug testing, showing no positive test results for at least one (1) year.

- iii. Certification of completion of any relevant behavior modification/counseling course.
- iv. Reports and/or letters from social service agencies or case managers who have been working with the resident for the past twelve (12) months.
- v. The applicant may provide any other written documentation from any reliable source that may be deemed appropriate for determination of eligibility. RRHA shall have sole discretion in determining what constitutes adequate and credible documentation.

Prior to making a determination of ineligibility due to criminal history, RRHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information . [24 C.F.R. §5.903 (f)]

If a family is removed from the waiting list because RRHA has determined the family is ineligible for assistance due to criminal activity, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding RRHA'S decision [24 CFR 982.201(f)].

4. Screening Applicants Who Claim Mitigating Circumstances

If negative information is received about an applicant, RRHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered mitigating circumstance must be verifiable.

- a. Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that when verified, indicate:
 - i. The reason for the unsuitable rental history and/or behavior.
 - ii. The reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission.
 - iii. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- b. Mitigating Circumstances
 - i. RRHA will require any applicant who asserts that mitigating circumstances related to a change in disability, medical condition or treatment to provide verification that he or she has applied for SSI, VA or SSA or appealed a denial of such benefits.
 - ii. RRHA shall also have the right to request further information 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.

CHAPTER 6 – TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)
[24 CFR 960.204]

Purpose

It is RRHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site-based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received, and for site-based, the site in which they wish to reside for applicable designated developments. In filling actual or expected vacancies, RRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. RRHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes RRHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

A. RRHA's Objectives

RRHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is RRHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined and date and time sequence.

By maintaining an accurate waiting list, RRHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the RRHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Site-Based Waiting Lists

Per the Quality Housing and Work Responsibility Act of 1998, RRHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the PHA's request before the submission of the Annual Plan.

RRHA uses site-based waiting lists in accordance with RRHA's Annual Plan and any updates submitted in compliance with the Quality Housing and Work Responsibility Act of 1998.

B. Management of the Waiting List

RRHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent part of the file.
2. All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.
3. Applications equal in preference will be maintained by date and time sequence.
4. Applicants may qualify for more than one preference.
5. All applicants must meet applicable income and other eligibility requirements as established by HUD and RRHA.

The waiting list shall be reviewed, and an electronic copy stored at the end of every month and at the end of the fiscal year will be maintained on a rolling base of 3 years.

1. Opening and Closing the Waiting Lists

RRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. Any decision to open or close a waiting list will be recommended by RRHA's Executive Director and brought before RRHA's Board of Commissioners.

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 RRHA to house an applicant in an appropriate unit within a reasonable period of time.

RRHA may open the waiting list to preference-eligible only families, special populations only, or, if RRHA has site-based waiting lists, it may open waiting lists for specific sites.

When RRHA opens the waiting list, RRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location and program for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

- The Times Dispatch
- Free Press
- RRHA Website
- Other Media

To reach persons with disabilities or special populations, RRHA will provide notice to local organizations representing the interests and needs of the disabled/special populations

The notice at a minimum will contain:

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

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

2. When Application Taking is Suspended

RRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve (12) months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. RRHA will give at least five (5) days' notice prior to closing the list.

RRHA will purge the waiting list as needed contacting applicants to determine their continued interest in the program. Those applicants who indicate they are no longer interested or fail to respond to a purge letter will have their names removed from the waiting list. At the time of initial application, RRHA will advise families of their responsibility and requirement to notify RRHA in writing when mailing address or telephone numbers change.

3. Reopening the List

If the waiting list is closed and RRHA decides to open the waiting list, RRHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements.

4. Limits on Who May Apply

When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application, even if applications are only being accepted from specific groups and the family may not qualify.

When the application is submitted to RRHA in the manner required by RRHA, it establishes the family's date and time of application for placement order on the waiting list. All applications received in person on the same day will be date and time stamped at the time of receipt. If applications are accepted by mail, they will be randomly opened and stamped with the date and time opened. If applications are accepted electronically, the date and time that the application

was completed and submitted will be recorded. Duplicate applications will not be accepted. If another application is submitted by the same family, the original date and time will be used.

5. Multiple Families in Same Household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

C. Waiting List Preference Defined

At this time, the preferences recognized by RRHA are that of an aggregate ranking preference. The preference will be verified prior to admission. __A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet RRHA's Selection Criteria as defined in this policy and the site selection criteria that may be specific to a property.

Within each preference category, applicants will be selected in order of the date and time of their application.

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified:

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

1. Deconcentration and Income-Mixing Goals

RRHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit higher income families to lower income developments, and lower income families to higher income developments. In the event that the target goal is not being met, RRHA may skip families with higher preference or earlier date/time in order to reach a family of the extremely low-income level.

RRHA 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 RRHA has provided more than 75 percent of newly available housing to "extremely low income families."

This income targeting requirement does not apply to a low-income family that is "continuously assisted" under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

RRHA selects applicants for Public Housing based on the following preferences:

- a. Involuntary displaced or about to be involuntary displaced by government action, fire, natural disaster, domestic violence, to avoid reprisals, hate crimes.
- b. Involuntary displaced due to a real estate acquisition by RRHA.
- c. Involuntary displaced or about to be involuntary displaced due to a funding shortfall in the Housing Choice Voucher Program.
- d. Homelessness- Families residing in Family Shelters.
- e. Displaced due to non-compliance with the site-based residency requirement for continued occupancy of 30 hours a week employment obligation in RRHA's Private Management Programs.
- f. Working families paying more than 50% of their income for rent.
- g. Working Individuals paying more than 50% of their income for rent.
- h. You are now a resident of City of Richmond who has been hired to work or have a written job offer in Richmond.
- i. Families who are paying more than 50% of their income for rent.
- j. Individuals paying more than 50% of their income for rent.
- k. Households in which the Head, Spouse or Sole member is at least 62 years old or older in public housing designated for occupancy only by elderly families.
- l. Disabled Veterans Preference – families of disabled veterans whose disabilities have been determined by the United States Veterans Administration to be service-connected.
- m. Deceased Veterans Preference – families of deceased veterans whose deaths have been determined by the United States Veterans Administration to be service-connected.
- n. Veterans Preference – families of all other veterans who are not disabled or deceased
- o. City Resident.
- p. None of the above.

Single applicants who are elderly or disabled single persons will be assisted before other single persons.

If an applicant selects a displaced preference statement, they must provide a Certified referral from the list of approved agencies with the application RRHA will not give a preference to persons under the supervision of the Department of Pardon and Parole. Such persons will not be eligible until 12 months after released from pardon and/or parole.

In addition to the current eligibility screening procedures, the following guidelines will also be included, when determining if an applicant qualifies for

the involuntarily displaced preference.

As used in this section, the term “veteran” is defined as a “person who served in the active military, naval, or air service, and who was discharged or released from the service under conditions other than dishonorable or who is currently on active duty. The word “veteran” as used in this Admissions and Continued Occupancy Policy shall include the spouse of a veteran who is currently on active duty or the surviving spouse of a veteran (unless remarried) who was killed in action.

In evaluating the evidence to determine whether an applicant is a “veteran” for the purpose of a preference, the RRHA will rely upon military department service records. Such records may include an original military service record; a copy issued by a military service with the certification that it is a true document; or a copy submitted by an accredited agent, attorney or service representative with special training, who certifies that it is a copy of an original military service document or a copy of a copy of such document. The document must contain data regarding the length, time and character of the service.

D. Denial of Preference

RRHA shall not give preference and shall permanently deny admission to public housing units and other federally assisted housing programs, individuals convicted of manufacturing or producing methamphetamine (“speed”) as required by the Quality Housing and Work Responsibilities Act of 1998.

Furthermore, if RRHA denied a preference, RRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. The applicant will have fifteen (15) calendar days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be removed from the Waiting List.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and withdrawn from the Waiting List with notification to the family.

E. Mixed Population Units

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character)), or that was subsequently approved by HUD to be designated as such. In accordance with local preferences, elderly families whose head, co-head or spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

F. Units Designated for Elderly or Disabled Families

[24 CFR 945]

RRHA may designate projects or portions of a public housing project specifically for elderly or disabled families. RRHA must have a HUD-approved allocation plan before the designation may take place. RRHA shall make units in the designated housing available only to designated families.

Among the designated developments, RRHA must also apply any preferences that it has established. If there are an insufficient number of elderly families to occupy the units in a designated elderly development, RRHA may allow near-elderly families to occupy the units. (24 CFR 945.303(c) (1). RRHA defines a near –elderly family to mean a family whose head (including co-head), spouse or sole member is at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62, living together; or one or more persons who are at least 55 years of age but below the age of 62, living with one or more live-in aides.

The decision of any elderly family or disabled family not to occupy or accept occupancy in designated housing shall not have an adverse effect on their admission to or continued occupancy in public housing or the family's position on or placement on the waiting lists. However, this protection shall not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status or national origin of the occupants of the designated housing or the surrounding area [24 CFR 945.303(d) (1) and (2)].

This protection shall apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project. [24 CFR 945.303(d) (3)].

This part may not be construed to require RRHA to offer a dwelling in a designated project to a family who is not the appropriate family size for the dwelling unit. [24 CFR 945.303 (e)].

Any tenant who is lawfully residing in a dwelling unit in a public housing project may not be evicted or otherwise required to vacate the unit because of the designation of the project, or because of any action taken by HUD or RRHA in accordance with this part. [24 CFR 945.303(f)]

As with other HUD-assisted housing, no disabled family or elderly family residing in designated housing may be required to accept supportive services made available by RRHA.[24 CFR 945.303(g)].

GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with RRHA's occupancy standards, eligible family's not needing units designed with special features or units designed for special populations will be admitted to RRHA's general occupancy units.

G. Smoke Free Housing

As stated in PIH Notice 2009-21 and again in PIH 2012-25, HUD strongly encourages Housing Authorities to implement smoke-free policies in some or all of their public housing units. Subject to state and local law, RRHA may designate projects or portions of public housing projects as smoke-free. Further, any new properties acquired, owned and/or managed by RRHA may be deemed smoke – free as well.

The purpose of designating smoke-free housing is to provide a healthier environment for our residents and eliminate the harmful effects of second-hand smoke, fire danger and damage to apartments due to smoke. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States and in 2006; the U.S. Surgeon General stated that there is no safe level of secondhand smoke.

The term “smoke and smoking” means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco products or any other similar lighted product in any manner or in any form.

For projects or portions of public housing which RRHA designates as smoke-free, smoking may be prohibited in apartments rented by the resident, all common areas inside and outside the building up to 25 feet from each building and 50 feet from the buildings entry. In implementing a smoke-free policy within its existing public housing, RRHA may elect a phased approach. In such an approach, RRHA may continue to allow current residents who smoke to continue to do so, buy only in designated areas and only until lease renewal or a date established by RRHA. RRHA may elect to prohibit smoking for new residents.

RRHA will establish smoke-free policies that pertain specifically to its buildings and grounds including any common areas, entry ways, openings to the building (e.g. windows), and /or playground that are designated as smoke-free. RRHA will include information regarding its smoke-free policy on all applicable housing applications to ensure that incoming tenants are aware of the rules before they move-in.

For those projects and/or portions of public housing which RRHA designates as smoke-free, RRHA shall provide appropriate notice to applicants and/or existing residents through a lease addendum or modification regarding RRHA’s adoption of a smoke-free housing environment. Where applicable, RRHA shall post no smoking signs at entrances and exits, common areas and hallways (and in conspicuous places on the grounds adjoining the apartment complex.)

In carrying out any smoke-free housing policy, RRHA will comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105, including but not limited to the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the American Disabilities Act; Section 109 of the Housing and Community Development Act of 1974.

H. Offer of Placement

RRHA does not maintain a merged Waiting List for the public housing and Section

8 program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, RRHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, RRHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by RRHA.

I. Offer of Accessible Units

RRHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

When offering an accessible/adaptable unit to a non-disabled applicant, RRHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty- (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

J. Removal from Waiting List and Purging

Depending on the movement of the waiting list, The Tenant Selection Office will conduct a review annually to determine if the wait list will be purged. The Tenant Selection Supervisor will certify he/she results. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request by the deadline indicated in the update letter request for confirmation and continued interest, s/he will be removed from the waiting list.

To update the waiting list, RRHA will send an update request via first class mail to each family on the waiting list to determine the family continued interest and to ensure that the waiting list information is current and accurate. The mailing will ask for written confirmation of continued interest by returning the attached update form by a deadline date. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

All updates received prior to the deadline date will be randomly opened and stamped with the date of receipt.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If the notice is returned by the post office with a forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If a family is removed from the waiting list for failure to respond and or mail return, the applicant will be ineligible to reapply for a period of 1 year from the date the mail was returned or the waiting list reopens.

In addition, disabled families may request a reasonable accommodation, if they are unable to respond due to their disabilities.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by RRHA.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

K. Plan for Unit Offers, Conditions, Governing Assignment of Units, Assignment of Units

Applicants are assigned their appropriate place on the approved waiting list (sub-list) according to Local Preferences within the priority.

All community wide housing offers will be made from the approved waiting list of appropriate size and /or suitable type and shall be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice if the applicant refuses the second offer, they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
2. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, if the applicant refuses the second offer they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.

Once the unit is shown and the applicant the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. This form will then be returned along with the applicant's folder to the Tenant Selection Office.

The RRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

RRHA shall select, assign and offer the first qualified applicant in sequence on the waiting list will be made two offers of a unit of the appropriate size.

RRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

L. Changes to Prior Unit Offer

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

M. Applicant Status After Final Unit Offer

When an applicant rejects the final unit offer for other than good because RRHA will:

Withdraw the applicant from the waiting list and the applicant will be ineligible to reapply for a period of one year from the date of refusal.

N. Time Limit for Acceptance of Unit

Applicant must accept a unit offer within 24 hours of the date the offer is made.

1. Applicants Unable to Take Occupancy

- a. If an applicant rejects a unit offer or is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be repositioned on the waiting list.
- b. Good Cause
- c. Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:
- d. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)].
- e. 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;
- f. The family demonstrates to RRHA'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. Refusals due to the location of the unit alone are not considered to be good cause.
- g. 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.
- h. The unit does not meet the verified accessibility needs of the applicant.

2. Applicants with a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. RRHA shall not lease a unit

to a family whose occupancy will overcrowd or underutilize the unit.

When a family is on the WL breaks up, both the head and the co-head are permitted to have separate applications. Each application shall retain the original date/time. Adult children are not permitted to break off into a separate household.

When a family is on the WL and the head of household is deceased, an adult member who has court ordered final custody of the children listed on the application shall be allowed to retain the original application position.

The family will take the appropriate place on the waiting list according to the date they first applied

Chapter 7 - OCCUPANCY GUIDELINES

Purpose

The Occupancy Guidelines are established by RRHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family **requests an exception to the occupancy guidelines**.

A. Determining Unit Size

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below:

| <u>Number of Bedrooms</u> | <u>Number of Persons (Minimum/Maximum)</u> |
|----------------------------------|---|
| 1 | 1 to 2 |
| 2 | 2 to 4 |
| 3 | 3 to 6 |
| 4 | 4 to 8 |
| 5 | 5 to 10 |

1. Two Children of the same sex share a bedroom.
2. Husband and wife share the same bedroom Foster children are included in determining unit size.
3. Two children of the opposite sex shall be required to share the same bedroom until one reaches the age of ten years.
4. A single head of household parent selected from the waitlist shall not be required to share a bedroom with his/her child.
5. Adults of the opposite sex (other than spouses) may not be required to share a bedroom.

B. Exceptions to Occupancy Standards

1. Live-in aides will be provided a separate bedroom.
2. Member temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. Temporarily absent reason must be documented and is subject to RRHA approval.
3. Families consisting of head and spouse or head and co-head with one or more children, an additional unborn child will be counted as a person in determining unit size. A pregnant woman must provide a proof of pregnancy letter on letterhead / stationery from her attending physician before an unborn child will be counted as a person in determining the unit size.
4. RRHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified

5. RRHA will consider granting exceptions to the Occupancy Standards at the family's request if RRHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a Reasonable Accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart) and the family does not want to transfer to a larger size apartment.

When evaluating exception requests, RRHA will consider the size and configuration of the apartment. Under no circumstances will RRHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

6. Requests from applicants to be placed on the Waiting List for an apartment size smaller than designated by the occupancy standards will be approved as long as the apartment is not overcrowded according to local code, and the family agrees in writing to occupy the apartment until there is a change in family size or composition.
7. To prevent vacancies, RRHA may provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

C. Exceptions to occupancy standards for current households

1. Two children of the opposite sex shall be required to share the same bedroom until 1 (one) reaches the age of 10 (ten) years.
2. A single head of household parent shall be required to share a bedroom with his/her child until the child reaches the age of 3 (three) years old.

D. Units Occupied by RRHA Residents as Employees

1. A public housing resident may become employed by the housing authority. Public housing residents, who are employees of public housing authority, are subject to the same lease terms and conditions of all public housing residents. They have client numbers, public housing leases, and an obligation to pay rent. A resident employee's required rent payments cannot be lowered as a part of his/her compensation from the housing authority.
2. If a public housing resident is employed by the housing authority and the employment is later terminated, the resident will retain his/her right to tenancy and be treated as any other public housing resident.

E. Units Occupied by RRHA Employees (non-public housing residents)

1. Only upon prior approval of the Chief Operating Officer or their designee may a public housing unit be leased to an employee whose job necessitates residing at the Development (i.e., Live-In Maintenance, Officer Next Door, etc.) and who is a "non-public housing resident", in accordance with the applicable HUD regulations. That employee is not a public housing resident and should not be assigned a client number and/or public housing lease.

2. The unit leased to such employee shall be designated as an “Employee Occupied Unit” in the property management system and in HUD’s Inventory
3. Management System (IMS)/ PIH Information Center (PIC). That employee shall be given a standard residential lease (not a public housing lease) which provides standards of living similar to those imposed upon the public-housing residents of the Development and the lease shall be contingent upon employment. All adult members of the employee’s household shall be screened in accordance with the public housing occupancy screening criteria.

F. Processing Exceptions

All requests for exceptions to RRHA’s Occupancy Standards must be submitted in writing.

In the case of a request for exception as a Reasonable Accommodation, the request must be made in writing using the Request for Reasonable Accommodation form. However, RRHA will consider the exception request in an alternate format, upon request, as a Reasonable Accommodation.

Requests for a larger size apartment must explain the need or justification for the larger size apartment, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source according to RRHA’s applicable verification policies.

G. Accessible Units

RRHA has a limited number of units designated for persons with mobility impairments. These units meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired residents and then applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants/residents must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for the accessible unit and is determined eligible.

H. Family Moves

When a change in the circumstances of a tenant family requires another unit size, the family’s move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List (See Chapter Transfer Policy).

CHAPTER 8 - Leasing

Purpose

Public housing leases are the basis of the legal relationship between RRHA and the resident. An eligible family may occupy a Public Housing dwelling apartment under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

A. General Leasing Policies

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability and family status. [24 CFR § 1.4 (b)(i)]
2. All Public Housing units must be occupied by families whose sole residence is the Public Housing apartment. [24 CFR § 966.4(3)]
3. All units must be occupied pursuant to a signed RRHA lease that complies with HUD's regulations. [24 CFR § 966.4 (d)]
4. RRHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. [24 CFR § 966.4(c)]
5. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
6. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
7. Residents are not permitted to allow a former resident of RRHA who has been evicted to occupy their apartment. Violation of this provision is grounds for lease termination.
8. Residents are prohibited from installing their own locks on RRHA apartment doors.
9. Premises must be used as the only private residence of the family. RRHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the RRHA's policy on such activities.

B. Lease Execution

The lease must be executed by the resident and RRHA. [24 CFR 966.4(a)(3)]

The lease shall be signed by the head, spouse, and all other adult members of the family and by the CEO or other authorized representative of RRHA, prior to actual admission. [24 CFR § 966.4 (a)(3)]

At the time of leasing the new resident will receive a copy of RRHA Dwelling Lease, Pet Policy, Mold Addendum, Satellite Addendum, Bed Bug Addendum, Notice of Rights under VAWA and Rules and Regulations.

If a resident transfers from one RRHA apartment to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (a)(ii)]

The lease must state the composition of the household as approved by RRHA (family members and any RRHA-approved live-in aide). [24 CFR 966.4(a)(1)(v)]

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to RRHA assistance. The live-in aide is only approved to live in the apartment while serving as the attendant for the participant family member.

C. Lease Renewal

Annually, RRHA will prepare a “Lease Amendment Letter” which includes the new rent, if rent has changed. Unless the Lease is otherwise modified or terminated, prior to the anniversary of the Lease’s effective date, the Lease shall automatically be renewed for successive terms of one year.

Renewal of the Lease, including implementation of any new rent amount does not waive RRHA’s ability to:

1. Collect all amounts due under any prior lease and/or
2. Pursue any pending or scheduled unlawful detainers, judgments for possession, writs of eviction, or other lease termination actions

D. Modifications to the Lease

RRHA will give residents 30 days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least 30 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy. [24 CFR 966.4(l)(2)(iii)(E)]

E. Other Lease Modifications

1. If at any time during the life of the lease agreement, a change in the resident’s status results in the need for changing or amending any provision of the lease, either: [24 CFR § 966.4(c)]
 - a. A new lease agreement will be executed, or
 - b. A “Lease Amendment Letter” will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the CEO or other authorized representative of RRHA. [24 CFR § 966.4 (a)(3)]
2. The lease will be amended to reflect all changes in family composition,
3. If, for any reason, any member of the household ceases to reside in the

apartment, the lease will be amended by drawing a line through the person's name. The head of household and RRHA will be required to initial and date the change.

4. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Tenant Selection Office.
5. Changes after leasing will be processed by the Property Manager or his/her designee.
6. If a new household member is approved by RRHA to reside in the apartment, the person's name and birth date will be added to the lease. The head of household and RRHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease and new lease rider.

F. Smoke Free Housing

As stated in PIH Notice 2009-21 and again in PIH 2012-25, HUD strongly encourages Housing Authorities to implement smoke-free policies in some or all of their public housing units. Subject to state and local law, RRHA may designate projects or portions of public housing projects as smoke-free. Further, any new properties acquired, owned and/or managed by RRHA may be deemed smoke – free as well.

The purpose of designating smoke-free housing is to provide a healthier environment for our residents and eliminate the harmful effects of second-hand smoke, fire danger and damage to apartments due to smoke. Secondhand smoke is particularly dangerous to children and people with respiratory disease. It is the third leading cause of preventable death in the United States and in 2006; the U.S. Surgeon General stated that there is no safe level of secondhand smoke.

The term “smoke and smoking” means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco products or any other similar lighted product in any manner or in any form.

For projects or portions of public housing which RRHA designates as smoke-free, smoking may be prohibited in apartments rented by the resident, all common areas inside and outside the building up to 25 feet from each building and 50 feet from the buildings entry. In implementing a smoke-free policy within its existing public housing, RRHA may elect a phased approach. In such an approach, RRHA may continue to allow current residents who smoke to continue to do so, but only in designated areas and only until lease renewal or a date established by RRHA. RRHA may elect to prohibit smoking for new residents.

RRHA will establish smoke-free policies that pertain specifically to its buildings and grounds including any common areas, entry ways, openings to the building (e.g. windows), and /or playground that are designated as smoke-free. RRHA will include information regarding its smoke-free policy on all applicable housing applications to ensure that incoming tenants are aware of the rules before they

move-in.

Leases in projects and/or portions of projects of public housing which RRHA designates as smoke-free shall include a clear smoke-free provision.

For those projects and/or portions of public housing which RRHA designates as smoke-free, RRHA shall provide appropriate notice to applicants and/or existing residents through a lease addendum or modification regarding RRHA's adoption of a smoke-free housing environment. Where applicable, RRHA shall post no smoking signs at entrances and exits, common areas and hallways (and in conspicuous places on the grounds adjoining the apartment complex.)

A breach of the lease addendum or modification related to smoke-free housing shall give each party all the rights as provided for in the Lease. A breach of the smoke-free lease addendum or modification shall be grounds for termination and handled in accordance with the Lease.

In carrying out any smoke-free housing policy, RRHA will comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105, including but not limited to the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the American Disabilities Act; Section 109 of the Housing and Community Development Act of 1974.

G. Security Deposits

1. The resident shall pay a security deposit at the time of leasing. The security deposit is \$ 200.00 [24 CFR 966.4 (b)(4)]
2. Existing Tenants Security Deposit will not change.
3. Security deposits will be held in interest bearing accounts. If the leaseholder has been a tenant of record for 13 months or longer, the security deposit will begin to accrue interest and will be refundable at the time the resident vacates the unit providing there is no tenant-related damage.
4. RRHA will use the Security Deposit at the termination of the Lease for the following:
 - a. To pay the cost of any rent or any other charges owed by resident at the termination of this lease.
 - b. To reimburse the cost of repairing any intentional or negligent damages to the dwelling apartment caused by Resident, household members or guests.
5. RRHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.
6. RRHA will not refund the Security Deposit until the resident has vacated and RRHA has inspected the dwelling apartment.
7. RRHA will return the security deposit (if due to the resident), with accrued interest, within 45 days after the resident moves out.
8. RRHA will refund the Security Deposit to the resident when he/she vacates, less any deductions for any applicable costs.

9. If any deductions are made, RRHA will furnish the resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

H. Absence from the Apartment

Households must advise RRHA if they will be absent from the apartment for more than 30 consecutive days. Residents shall notify the manager, secure the apartment and provide a means for RRHA to contact the resident in an emergency. Failure to advise RRHA of an extended absence is grounds for termination of the lease. See ACOP chapter 19 on Lease Terminations for policies related to termination and absence from the apartment.

I. Remaining Members of the Resident Family

Any remaining family member must submit a written request to RRHA to become the head of household. The remaining family member must complete RRHA's screening process to determine eligibility for assistance.

1. The remaining family member(s) report the death or departure of the head within ten days of the occurrence.
2. A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. RRHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for a period of six months.
4. Remaining family members may reside in the apartment so long as:
 - a. There is still at least one member who was listed on the lease for the apartment.
 - b. RRHA may permit an adult not on the lease, to be a new head of household after the death or departure of the original head of household. This would usually occur when the only family members remaining in the apartment are children, who otherwise would have to leave the apartment. RRHA will complete, and the HOH must pass, eligibility screening on the new head of household.
 - c. There is at least one person who can pass screening and is either an adult or an emancipated minor capable of executing a lease;
 - d. The new head signs a new lease;
 - e. Remaining spouse or co-head will be held responsible for arrearages incurred by the former head or spouse. RRHA may establish a payment plan with the new head of household, especially where there could be an eviction due to delinquent amounts incurred by the former head.
 - f. RRHA will not hold remaining family members (other than the co-head or spouse) responsible for any portion of the arrearage incurred before the

remaining member attained age 18

- g. RRHA will not hold remaining family members under age 18 for rent arrearages incurred by the former head of household.

J. Effective Date of Rent Adjustments

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

1. Rent decreases go into effect the first of the month following the report of a change.
2. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
3. Rent increases (except those due to misrepresentation) require 30 days' notice and generally will be effective on the first of the month following the 30-day notice to the family.

K. Maintenance and Damage Charges

1. RRHA will require residents to reimburse RRHA for the cost of repairing any miscellaneous abuse and neglect to the dwelling apartment caused by residents, household members or guests for any repairs required.
2. For transfers due to emergency conditions that occur due to resident abuse or neglect, residents will be charged for the damages caused to the apartment. [24 CFR § 966.4(h)]
3. Non-payment of maintenance and damage charges is a violation of the dwelling lease and is grounds for eviction.
4. When applicable, families will be charged for maintenance and/or damages according to RRHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).
5. Notices of maintenance charges, damage(s) and other charges will be mailed monthly on the rent statement. Payment(s) are due on the first of the month following the notice of the charge, provided that the resident has had at least two weeks' notice.
6. Trash collection/Cleaning Charge – If Resident fails to dispose of recyclable materials, ashes, garbage, trash, debris, rubbish or any other waste from the Resident's premises or yard (if applicable), Resident shall be subject to charge for each occurrence. This also includes failure to place trash cans in the appropriate location. Repeated violation is a serious lease violation and this lease may be terminated.

L. Verification of Utility Payments

When a resident makes an application for utility services in his/her own name,

RRHA will require that the resident sign a third-party release form so that RRHA will be notified if the resident fails to remain current on his/her utility bill.

M. Storage of Items in Yards and on Balconies

RRHA prohibits residents from storing any items in yards or on balconies, with the following exception:

1. Residents may place 1 table and two chairs on the balcony.

Note: Pets are prohibited on balconies.

“Storing items” means that the item is not removed by midnight on the same date it is placed in the yard or on the balcony. For example, if a resident keeps a playpen in the yard during the day, the playpen must be removed from the yard by midnight.

Only furniture intended for outdoor use may be in yards or on the balcony. Furniture intended for indoor use is not permitted in yards, on porches or on the balcony.

Holiday lights and decorations are permitted from Thanksgiving through the first week of January, provided they are UL-listed. Decorations and lights must not cause any obstruction to walkways, roadways or hallways and/or any damage to RRHA property. If installation of decorations is deemed to have damaged RRHA property, RRHA management will notify the resident in writing and a charge will be assessed to tenant’s account.

N. Pest Control Activities

RRHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the unit when pest control treatments are scheduled. RRHA will enter any unit where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Failure to allow access for pest control and/or failure to prepare the unit for pest control activities will result in lease termination. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason, this policy will be strictly enforced.

O. Reporting of Accidents on Premises

RRHA requires that accidents that occur on RRHA grounds be reported to the respective Property Manager within twenty-four hours from the time the accident occurred.

CHAPTER 9 - RENT

Purpose

Rent under the low-rent housing program means contract rent as defined in Definitions. It is the amount of money charged to the tenant for the use of the leased dwelling and installed equipment (such as range and refrigerator), certain services (such as maintenance), and reasonable amounts of utilities (see dwelling lease). Rent includes miscellaneous charges imposed by Richmond Redevelopment and Housing Authority for repairs, sales, and charges for abuse or misuse by the tenant(s), members of the tenant's household or guests, legal costs, late fees, etc. Rent means all money, other than a security or pet deposit, owed or paid to RRHA under the rental agreement, including prepaid rent paid more than one month in advance of the rent due date. The initial rent determination and later redeterminations are calculated in the same manner. Management Staff will interview the Tenant to determine what verification is needed and what income, assets and/or deductions need to be verified.

A. Family Choice in Rents

Once each year, beginning with admission, RRHA will offer families the choice between a Flat Rent and an income-based rent. RRHA may not offer this choice more than once a year. [24 CFR 960.253(a) and (e)]

The annual RRHA offer to a family of the choice between flat and income-based rent will be conducted at each annual reexamination. If the family chose the Flat Rent for the previous year, RRHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted, or if the family specifically requests it and submits updated income information.

B. Income Based Rent Calculation

The first step in calculating income-based rent is to determine each family's Total Tenant Payment (TTP).

TTP is the highest of the following amounts, rounded to the nearest dollar:

1. 30 percent of the family's monthly adjusted income
2. 10 percent of the family's monthly gross income
3. Not more than Flat Rent, if chosen by the family
4. Or the ceiling rent.
5. But never less than the minimum rent, except where a family has been exempted from the minimum rent because of financial hardship [24 CFR § 5.630 (b)].

C. Resident Rent

1. If the family is occupying a unit that has resident-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the resident rent.
2. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which RRHA pays directly to the family. TTP Formula [24 CFR 5.628]
3. In developments where RRHA pays all utility bills directly to the utility supplier, Resident Rent equals Total Tenant Payment. [24 CFR § 5.634]

D. Minimum Rent

The minimum rent for RRHA shall be \$50 per month. [24 CFR 5.630]

RRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. RRHA will review all relevant circumstances brought to the RRHA's attention regarding financial hardship as it applies to minimum rent. The following section states the RRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act (QHWRA).

E. RRHA Procedures for Notification to Families of Hardship Exemptions

RRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

RRHA notification will advise the family that hardship exemption determinations are subject to RRHA grievance procedures.

RRHA will review all tenant requests for exemption from the minimum rent due to financial hardships.

All requests for minimum rent exemption are required to be in writing.

F. Minimum Rent Hardship Exemption

RRHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). The financial hardship exemption applies **only** to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. [24 CFR 5.630]

Situations under which residents would qualify for the hardship exemption from minimum rent are limited to the following:

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

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for

assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

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

For a family to qualify under this provision, the family must submit a request in writing for a hardship exemption explaining the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The request must also explain what steps the family has taken or plans to take to alleviate the hardship.

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent.

3. The income of the family has decreased because of changed circumstances, including loss of employment;
4. A death in the family has occurred;

In order to qualify for this provision, the deceased must have been a household member on the public housing lease who was living in the unit and listed as a family member on the 50058 HUD form.

5. The family has experienced other circumstances determined by the PHA.

RRHA has not established any additional hardship criteria.

In general, RRHA does not consider a hardship to include loss of eligibility for welfare. In addition, in general, RRHA does not consider outstanding medical or funeral debts to be a long-term hardship, because repayment plans may be developed to retire such debts. To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

RRHA will not evict the family for non-payment of the minimum rent for 90 days following the request for hardship exemption.

G. Determination of Rent Hardship Exemption

When a family requests a financial hardship exemption, RRHA will suspend the minimum rent requirement beginning the first of the month following the family's request. RRHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

RRHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

H. No Financial Hardship

If RRHA determines there is no financial hardship, RRHA will reinstate the minimum rent and require the family to repay the amounts suspended.

RRHA will require the family to repay the suspended amount within 30 calendar days of RRHA's notice that a hardship exemption has not been granted.

I. Temporary Hardship

If RRHA determines that a qualifying financial hardship is temporary, RRHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The hardship exemption **only** suspends the minimum rent. The family is still responsible for any other charges incurred such as utilities, maintenance charges, etc. and can be evicted for nonpayment of such charges during the hardship exemption.

The family must resume payment of the minimum rent and must repay RRHA the amounts suspended in accordance with RRHA's repayment agreement policy.

J. Long-Term Hardship

If RRHA determines that the financial hardship is long-term, RRHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent. However, the hardship exemption **only** exempts the minimum rent. The family is still responsible for any charges incurred such as utilities, maintenance charges, etc. and can be evicted for nonpayment of such charges during the hardship exemption.

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent;
2. For hardship conditions based on loss of income, the hardship condition may continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.
4. Being exempted from minimum rent means that the family pays the greater of 30% of adjusted monthly income or 10 percent of gross monthly income.

Families who report experiencing a long-term financial hardship are required to undergo an interim recertification every 90 days.

Such families will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

RRHA will take action to refer such families to social service organizations to receive rental job search or other forms of assistance to help end the qualifying financial hardship.

Families on either a temporary or long-term hardship exemption must continue to comply with the community service requirement as mandated by the Quality Housing and Work Responsibility Act of 1998 (QHWRA) unless qualified as exempt. This act requires that all non-exempt (see definitions) public housing adult tenants (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence.

K. Flat Rent

Public Housing residents may choose between a Flat Rent or Income-based Rent that is based on family income. Flat Rents are based on the unit market value and vary by unit size, type and by development location. RRHA must offer new admissions to Public Housing developments a choice of paying a flat or income-based rent at the time of admission. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

L. Update of Flat Rents

The Flat Rent structure shall be reviewed annually and adjusted accordingly using a rent reasonableness study based on the information listed above.

RRHA adopts the requirements and policies described in PIH Notice 2017-23 in all respects applicable to RRHA's operations. Per PIH Notice 2017-23, the following provisions were implemented:

1. Flat Rents will be set at no less than 80% of the Fair Market Rent (FMR) and reduced, if necessary, to account for utility costs.
2. If a new Flat Rent amount will increase a family's existing rental payment by more than 35%, then the new amount shall be phased in to ensure the family's rent does not increase by more than 35% annually.
 - a. 3. The revised Flat Rents will be applied to new admissions upon the revision's effective date; however, when a current Public Housing resident chooses Flat Rent, their rent shall not be adjusted until the next regular annual reexamination.

M. Flat Rent Increase Phase-In Requirement

Section 210 of the FY14 Appropriations Act requires that if an existing family's rental payment would be increased by 35 percent or more as a result of changes to the flat rent amount, that the increase must be phased in such that a family

would not experience an increase in their rental payment of more than 35 percent in one year. Although Section 210 permits RRHA to increase flat rents by up to 35 percent annually, RRHA must consider any limitations on annual rent increases pursuant to state and local law.

In order to determine phase –in increases in rental payments, RRHA must:

1. On a case-by-case basis, at a family's next annual reexamination, RRHA will compare the updated flat rent amount applicable to the unit for which a family is currently paying the flat rent to the flat rent that was being paid by the family immediately prior to the annual reexamination;
2. If the new flat rent amount would not increase a family's rental payment, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;
3. If the updated flat rent amount would increase a family's rental payment, RRHA must conduct a flat rent impact analysis by multiplying the existing flat rent amount by 1.35 (35 percent or a lesser amount pursuant to state/local law if applicable). RRHA will then compare the product of the calculation to the updated flat rent amount; and
4. RRHA must offer and the family may choose to pay, either the lower of the flat rents that were compared in the flat rent impact analysis or the previously calculated income-based rent.

This protection (flat rent increase phase-in) only applies to existing families who are currently paying flat rent at the time that RRHA formally adopts the new flat rents in accordance with the FY14 Appropriations Act. This protection does not apply to new admissions to the program or families that choose to pay flat rent following RRHA's formal adoption of the new flat rents. New admissions and families that choose to pay flat rent after RRHA's adoption of the new flat rents must be offered the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR.

The decision of a family to switch from flat rent to income-based rent or a transfer from the original unit shall have an adverse effect on the flat rent increase phase-in. Such a change will end the flat rent increase phase –in protection and the family upon switching back to flat rent from income-based rent or transferring to another unit must be offered the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR. No further phase-in will apply.

RRHA will continue to phase-in flat rent increases as necessary until such time as all eligible families' rental payments have been increased to a flat rent amount equal to the flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR. As limited by statute, annual flat rent increase will be capped at 35 percent of the existing flat rent amount in any year. RRHA will discontinue the flat rent increase phase-in once all eligible families have reached flat rents set at the amount determined by a rent reasonableness study or set at no less than 80% of the FMR.

N. Switching from Flat Rent to Income Based Rent Due to Hardship

24 CFR 960.253(a) requires RRHA to annually give families the option to choose between paying the flat rent or the income-based rent, and stipulates that RRHA may not give families the option more than one per year, except in the case that the family has chosen the flat rent and experiences a financial hardship. Upon determination that a financial hardship exists and will last more than 30 days, RRHA will allow the family to switch from Flat Rent to the income-based rent. [24 CFR 960.253(f)]

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information.

If the Resident's income rises again before the annual reexamination, the resident can be placed on a Ceiling rent with a utility allowance (if applicable) that is the equivalent of the Flat Rent.

Reasons for financial hardship include:

- a. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance
- b. The family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items
- c. Such other situations determined by RRHA to be appropriate.

O. Recertification of Families on Flat Rents

Families paying Flat Rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. [24 CFR § 960.257 (a) (2)]

In order for RRHA to comply with the requirement to conduct an annual rent option and to provide families with sufficient information to make an informed choice, RRHA must do the following:

At initial occupancy or in any year where a current program participating family is paying the income-based rent:

1. Conduct a full reexamination of family income and composition at the first annual reexamination (Year 1);
2. Inform the family of the flat rent amount and the rent amount determined by the examination of family income and composition;
3. Inform the family of RRHA's policies on switching rent types due to financial hardship; and

4. Apply the family's rent decision as of the effective date of the reexamination.

At the second and third annual reexamination for families that choose to pay flat rent:

1. RRHA may, but is not required, to conduct a full examination of family income and composition for the second and third annual reexaminations. If RRHA chooses not to conduct an examination of family income for these annual reexaminations, RRHA must use the income information from the examination of family income and composition from the last annual reexamination;
2. RRHA must inform the family of the updated flat rent amount, and the rent amount determined by the most recent examination of family income and composition;
3. RRHA must inform the family of RRHA's policies on switching rent types due to financial hardship; and
4. RRHA must apply the family's rent decision as of the effective date of the reexamination.

For the purposes of conducting an examination meeting for a family that has paid the flat rent for the previous three years, and for which RRHA has not conducted a reexamination of family income and composition in the last three years, RRHA must complete a full reexamination of family income and composition in order to update the income-based rent amount.

The flat rent amount that the family pays is not locked in for the three-year period. Instead, RRHA must revise the flat rent amount from year to year based on the findings of RRHA's rent reasonableness analysis and changes to the FMR. Families currently paying the flat rent amount must be offered the choice between the updated flat rent amount, and the previously calculated income-based rent.

P. Flat Rents and Earned Income Disallowance

1. Because the EID is a function of income-based rents, a family paying Flat Rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.
2. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.
3. A family currently paying Flat Rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying Flat Rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying Flat Rent could therefore see a family member's 48-month lifetime limit expire while the family is paying Flat Rent.

Q. Flat Rents and Mixed Families

1. RRHA will determine if a Flat Rent should be prorated for mixed families electing to pay Flat Rent. (Worksheet in Appendix III of the HUD 50058 Instruction Booklet contains a worksheet for this determination)
2. If the Flat Rent is greater than or equal to the Public Housing ceiling rent, there is no proration of Flat Rent and the family pays the Flat Rent for the apartment.
3. If the Flat Rent is less than the ceiling rent, RRHA will calculate a prorated Flat Rent. The mixed family will pay the prorated Flat Rent.

R. RRHA'S Ceiling Rent

Ceiling rents, which capped income-based rents, are optional rents that RRHA has adopted and maintained. The institution of flat rents, under QHWRRA, has changed the future function and usefulness of ceiling rents. Some general principles concerning ceiling rents include:

1. RRHA did have ceiling rents in effect on October 1, 1999, and therefore has the option to continue these rents for those units which had ceiling rents as of that date.
2. The continued use of ceiling rents is optional. RRHA may discontinue them at any time after providing notice to tenants.
3. Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate the tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.
4. Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.
5. Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities)

S. Utility Allowance and Utility Reimbursement Payments

Utility Allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent.

The objective of RRHA in establishing utility allowances for each dwelling unit category and unit size shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

Utilities include gas, electricity, and fuel for heating, water, sewerage and solid waste disposal for a dwelling unit. In addition, if RRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide. (PH Occ GB, p. 138)

Costs for telephone, cable/satellite TV and Internet services are not considered utilities. (PH Occ GB, p. 138)

Utility Allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage. (PH Occ GB, p. 138)

If the cost of utilities (excluding telephone) is paid by the Tenant, 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. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, RRHA will provide a Utility Reimbursement Payment for the family each month. The check may be made out directly to the tenant or to the utility provider.

T. Individual Resident Relief from Excess Utility Surcharges

Requests for relief from charges for excess consumption of RRHA-purchased utilities may be granted on reasonable grounds. [24 C.F.R. § 965.508].

1. Reasons for special relief include:
 - a. Special needs of residents who are elderly;
 - b. Special needs of residents with a disability; or
 - c. Special factors affecting utility usage not within the control of the resident.
2. Process: Residents wishing to request relief under this provision should contact the Property Manager of the development in which the resident resides.
3. Criteria for granting relief: Residents will provide written documentation to support a request for relief. Requests will not normally be acted upon without this documentation. Exceptions will be considered on a case-by-case basis. RRHA has sole discretion to grant relief under this procedure without documentation. Adjustments to utility allowances will be effective beginning the month for which the resident's request was made.

Residents who disagree with an RRHA decision may request an informal hearing on accordance with the Grievance Procedure, a copy of which is maintained in the management files.

U. Reasonable Accommodations in Adjusting the Utility Allowances

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On request from a family that includes a disabled person, RRHA must approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed to make the program accessible to and usable by the family. The policy of the RRHA is to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments.

Such adjustments shall be made based on the qualification of the disabled individual's special need, and the relief granted to the resident should be commensurate with the estimated value of the utility consumption necessitated by the equipment or condition causing the excess consumption. Residents wishing to request relief under this procedure should contact the Property Manager of the development in which the resident resides. Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of a disability.

Residents who disagree with an RRHA decision may request an informal hearing in accordance with the Grievance Procedure, a copy of which is maintained in the management offices.

V. Utility Allowance Revisions

RRHA must review its schedule of utility allowances each year and must revise the schedule if there has been a change of 10 percent or more from the rate on which the allowance was based.

Upon revision, RRHA will readjust the resident payment retroactive to the first day of the month following the month in which the last rate change taken into account became effective. Changes in costs passed through an automatic adjustment clause (such as, for example, a fuel adjustment clause, a purchase gas adjustment clause or a gas recovery clause) shall be considered a "rate change" for this procedure (PH Occ GB, p. 171). This type of rate change is not subject to the 60-day notice requirement [24 CFR § 965.507(b)].

W. Excess Utility Payments

Residents in units where RRHA pays the utilities will be charged for excess utilities. This charge shall be applied as specified in the lease. [24CFR 966.4(b) (2)] Residents that are paying flat rent and in units that are individually metered, will be charged for the excess utilities used above the allowable level.

X. Resident-Paid Utilities.

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident

cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Y. Rent Payments

1. Rent is due on the first of the month and must be made via money order, personal check or cashier's check.
2. The rent is payable at RRHA designated location on the first of every month. Each month RRHA will send residents a bill for rent.
3. If the family's resident rent changes, RRHA will notify the family of the new amount and the effective date by sending written notification.
4. RRHA will not accept partial rent payments. However, in the event RRHA does accept a partial payment of Resident Rent, that acceptance will not waive or otherwise foreclose any rights and remedies RRHA has pursuant to the Lease, including without limitation, the right to seek Resident Rent paid in full and to initiate termination proceedings.

Z. Late Fees and Non-Payments

1. A charge of \$15.00 will be made for rent received after the eighth calendar day of the month. If the eighth of month is a weekend or holiday, the late charge will be assessed if the rent is received after 5:00PM on the first business day thereafter. [24 CFR 966.4(b) (3)]
2. Charges in addition to rent are due on the first of the following month after the resident receives RRHA's written notice of the charge, provided this includes at least two weeks' notice to the resident. [24 CFR 966.4(b) (4)]
3. When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and RRHA will charge the resident the full amount charged by RRHA's bank for the returned check. The fee will be due and payable the first business day of the following month, provided this includes at least two weeks' notice to the resident. When a check is returned for insufficient funds, the family shall be required to make all future payments by cashier's check or money order.
4. RRHA elects the option to terminate the lease following four late payments within a twelve-month period.
5. RRHA may post brightly colored notices on all household doors whose rents are not paid by the eighth of the month. The notices will either be folded or placed face down to maintain resident privacy.
6. At our option and without any notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due rent being paid first) and regardless of when the obligation came about.

7. If RRHA does not recertify a resident due to court proceedings and the resident's income decreased during the court proceedings, RRHA will process all applicable retroactive rent decreases upon conclusion of the court proceedings. RRHA will require residents to report and provide documentation of applicable changes in income and family composition according to RRHA

CHAPTER 10- INCOME AND ADJUSTED INCOME

Purpose

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. RRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. Once annual income has been established HUD regulations require RRHA to subtract from annual income any of five mandatory deductions for which a family qualifies in order to determine adjusted income.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. RRHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period prior to admission or the annual reexamination effective date, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute.

Annual income is determined by calculating the family's anticipated total or gross income minus allowable exclusions. RRHA must convert all income to an annual figure to complete rent calculations.

RRHA will convert earned income to annual income as follows:

1. Multiply hourly wages by the number of hours worked/year (2080 hours for full-time employment with a 40-hour work week and no overtime).
2. Multiply weekly wages by 52.
3. Multiply bi-weekly wages by 26.
4. Multiply semi-monthly wages by 24.
5. Multiply monthly wages by 12.

B. Annual Income Includes

Annual income includes but is not limited to: [24 CFR 5.609]

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 operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See #15 under Income Exclusions for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See #4 under Income Exclusions concerning treatment of lump-sum additions as Family assets);
7. All welfare assistance payments Temporary Assistance to Needy Families (TANF), General Assistance received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See #8 under Annual Income Exclusions concerning pay for exposure to hostile fire.)

C. Annual Income Exclusions

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Kinship Guardian Assistant Payments (Kin-Gap) and other similar guardianship payments are also excluded from annual income. These payments serve as an alternative to foster care and are now interpreted as equivalent to foster care payments. [PIH 2008-40]
4. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature). (See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.);
5. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
6. Income of a live-in aide, provided the person meets the definition of a live-in aide;
7. The full amount of student financial assistance paid directly to the student or the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, childcare vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a Public Housing resident for performing a service for RRHA, on a part-time basis, that enhances the quality of life in Public Housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident

initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

- e. Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by RRHA;
- 10. Temporary, non-recurring, or sporadic income (including gifts);
 - 11. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - 12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 - 13. Adoption assistance payments in excess of \$480 per adopted child;
 - 14. The incremental earnings and benefits to any resident
 - a. whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or
 - b. whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
 - c. whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - i. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by RRHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - ii. During the 12-month period beginning when the member first qualifies for a disallowance, RRHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

- iii. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - iv. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- 15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- 16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
- 17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.)

D. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. For family members who work for only part of the year and who may or may not receive unemployment compensation during periods of unemployment (such as school employees), income will be annualized and will not be changed during the year.

Subject to final rulemaking by HUD, RRHA may base annual income on past actual income received or earned within the last 12 months of the determination date when the family reports little or no income and RRHA cannot determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

E. Earned Income Disallowance

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below. **[24 CFR 960.255]**

F. Eligibility

This disallowance applies only to individuals in families already participating in the Public Housing program (not at initial examination). To qualify, the family must

experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage. Some portion of the period of the employment may have occurred prior to the member becoming a resident.
2. Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
3. New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF), or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

G. Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified

family begins with a comparison of the member's current income with his or her "prior income." RRHA defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID. The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

H. Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

I. Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

J. Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between Public Housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, RRHA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

K. Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

L. Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

M. Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

N. Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

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

The RRHA will maintain a tracking system to ensure correct application of the earned income disallowance.

It is a RRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

O. Individual Savings Accounts

RRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

P. Household Composition and Income

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

| Summary of Income Included and Excluded by Person | |
|---|---|
| Live-in aides | Income from all sources is excluded [24 CFR 5.609(c)(5)]. |

| | |
|--|--|
| Foster child or foster adult | Income from all sources is excluded [24 CFR 5.609(a)(1)]. |
| Head, spouse, or co-head Other adult family members | All sources of income not specifically excluded by the regulations are included. |
| Children under 18 years of age | Employment income is excluded [24 CFR 5.609(c) (1)]. All other sources of income, except those specifically excluded by the regulations, are included. |
| Full-time students 18 years of age or older (not head, spouse, or co-head) | Employment income above \$480/year is excluded [24 CFR 5.609(c) (11)]. All other sources of income, except those specifically excluded by the regulations, are included. |

Q. Minimum Income

There is no minimum income requirement. Families who report zero income or extremely low income are required to undergo an interim recertification every 90 days.

Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

Where credit reports show credit accounts open and payments current, RRHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

R. Temporarily Absent Family Members and Income

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment. Generally, an individual who is or is expected to be absent from the assisted apartment for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted apartment for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

S. Absent Full-Time Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to RRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

T. Court-Ordered Absences

If a member of the family is subject to a court order that restricts the member from the home, RRHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the

court restriction exceeds 180 days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements discussed in Chapter 5, Eligibility and Screening.

U. Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403]. If a child has been placed in foster care, RRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

V. Absences Due to Incarceration

If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements discussed in Chapter 5, Eligibility and Screening.

W. Absent Head, Spouse or Co-head

An employed head, spouse, or co-head absent from the apartment more than 180 consecutive days due to employment will continue to be considered a family member.

X. Individuals Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

If there is a question about the status of a family member, RRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse or co-head qualify as an elderly person or a person with disabilities.

Y. Joint Custody of Children

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or reexamination will be able to claim

the dependents. If there is a dispute about which family should claim them, RRHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Z. Caretaker of a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, RRHA will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the apartment to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker must provide documentation of temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to RRHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases RRHA will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household, subject to meeting RRHA's eligibility screening requirements. Caretaker must provide legal custody papers to verify legal guardianship.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

AA. Regular Contributions and Gifts [24 CFR 5.609(a) (7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every two months 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. (See Chapter 11 on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, RRHA will make inquiry of the family about regular contributions and gifts.

BB. Alimony and Child Support [24 CFR 5.609(a) (7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, RRHA will use the amount that is determined to be received by the family. RRHA will accept as verification that the family is receiving an amount less than the award if:

1. RRHA receives verification from the agency responsible for enforcement or collection.
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply documentation and a copy of the divorce decree.

CC. Lump-Sum Receipts [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income, but may be included in assets, if the amount has been invested in an allowable asset.

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 are excluded from income, but any amount remaining that is invested will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

1. RRHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.
2. RRHA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

DD. Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be considered at the time of the next annual recertification.

If the payment is not reported on a timely basis, the entire lump-sum payment will be added to the annual income at the time of the interim.

RRHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, RRHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income. The

lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

EE. Retroactive Calculation Methodology

RRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

RRHA 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 RRHA.

At RRHA's option, RRHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

FF. Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

GG. Assets Disposed of for Less than Fair Market Value

RRHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. RRHA will count the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

RRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000. If the total value of assets disposed of within the two-year period is less than \$5,000, they will not be considered an asset.

HH. Proration of Assistance for "Mixed" Families [24 CFR 5.520]

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.

An applicant mixed family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

II. Prorated Assistance Calculation

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. The specific method of prorating assistance for Public Housing covered programs is as follows:

1. Determine total tenant payment in accordance with applicable public housing regulations, 24 CFR 960. (Annual Income includes income of all family members, including any family member who has not established eligible immigration status).
2. Subtract the total tenant payment from a HUD-supplied "public housing maximum rent" applicable to the unit or the PHA. (This "maximum rent" pre-QHWRA was the ceiling rent; which, is determined by HUD using the 95th percentile rent for the PHA. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
3. Divide the family's maximum subsidy by the number of persons in the family, all persons, to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy, per eligible family member, is the "member maximum subsidy".
4. Multiply the "member maximum subsidy" by the number of family members who have citizenship or eligible immigration status ("eligible family members").
5. The product of steps 1 through 4, as set forth is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

Mixed families paying the flat rent shall not receive a prorated rent calculation. An adult member that is ineligible for assistance in a mixed family is also ineligible for an earned income disallowance.

JJ. Income Changes Resulting from Welfare Program Requirements

QHWRA revised the situations in which a Public Housing Authority (PHA) is required to reduce rent for special cases. In order to comply with the requirement, RRHA will make income revisions for changes resulting from Welfare program requirements as follows:

The RRHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

1. fraud by a family member in connection with the welfare program; or
2. failure to participate in an economic self-sufficiency program; or
3. noncompliance with a work activities requirement

However, the RRHA will reduce the rental contribution if the welfare assistance reduction is a result of:

4. The expiration of a lifetime time limit on receiving benefits; or A situation where a family member has not complied with a general welfare agency requirements; or
5. A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained

employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or

6. A situation of an inadvertent overpayment.

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 rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income (new income) a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

A resident may request an informal hearing to review RRHA's determination of the amount of imputed welfare income.

If the family claims that the imputed welfare income has not been correctly calculated, but the PHA denies the family's request to modify the imputed welfare income amount, RRHA will give the family written notice of such denial, explaining the basis for RRHA's determined amount of imputed welfare income.

This notice will state that if the family disagrees with RRHA's determination, the family may request a grievance hearing on the determination.

KK. Verification Before Denying a Request to Reduce Rent

RRHA 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.

LL. Cooperation Agreements

RRHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

MM. Using Up-Front Income Verification to Calculate Income

Up-Front Income Verification (UIV) is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [PIH Notice 2004-01]

RRHA procedures for calculating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within 90 days from the date they are provided to RRHA.

RRHA will use a difference of \$200 or more per month to determine when a substantial difference exists between UIV and a particular income source.

1. If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, RRHA will use the higher of the two figures to calculate income.
2. If UIV information for a particular income source differs from the information provided by a particular income source by \$200 or more per month, RRHA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s). If RRHA cannot obtain clarity on the difference in income, RRHA will use the higher of the two income figures. [24 CFR 5.236(b)]

NN. Rounding of Income and Deductions

Generally, RRHA will round to the nearest whole dollar at the final calculation for each income/deduction source.

RRHA will round as follows for the following income and deductions:

1. Social Security Income: When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, RRHA will calculate income by rounding down the full monthly benefit before any deductions and then annualizing that monthly benefit. This methodology will be applied to all SS benefits whether or not there are any deductions applied. For example, if the full monthly benefit is \$547.90 and the monthly medical insurance premium is \$66.60, annual income is: $\$547.00 \times 12 = \6564 .
2. Other Income/Deduction Sources **which include direction on rounding**: Where the income/deduction verification document has direction on rounding of income/deductions, RRHA will follow the direction on the verification document to calculate annual income and/or deductions.
3. Income/Deduction Sources with **NO direction on rounding**: If the income/benefit/deduction verification document does not include any direction concerning rounding, RRHA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction. Once the annual amount is calculated, RRHA will round to the nearest whole dollar. For example, if the weekly income is \$300.10, annual income is $\$300.10 \times 52 = \$15,605.20$ which is rounded to \$15,605.

OO. Adjusted Income

HUD regulations require RRHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income.

PP. Mandatory Deductions

1. Mandatory Deductions

(24 CFR 5.611) In determining adjusted income, RRHA will deduct the following amounts from annual income:

- a. \$480 for each dependent;
- b. \$400 for any elderly family or disabled family;
- c. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - i. Unreimbursed medical expenses of any elderly family or disabled family;
 - ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- d. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

2. *Dependent Deduction*

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a) (1)]. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

3. *Elderly or Disabled Family Deduction*

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a) (2)]. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

4. *Medical Expense Deduction*

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. [24 CFR 5.611(a) (3) (I)]

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28]. (*See Chapter 5 – Eligibility and Screening for the definition of “person with disabilities”*) HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

| Summary of Allowable Medical Expenses from IRS Publication 502 | |
|--|---|
| <ul style="list-style-type: none"> • Services of medical professionals • Surgery and medical procedures that are necessary, legal, non-cosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails) | <ul style="list-style-type: none"> • Substance abuse treatment programs • Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses • The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • Cost and continuing care of necessary service animals • Medical insurance premiums or the cost of a health maintenance organization (HMO) |
| <p>Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.</p> | |

5. Disability Assistance Expense Deduction

Reasonable expenses for attendant care for a disabled family member and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work. [24 CFR 5.603(b) and 24 CFR 5.611(a) (3) (ii)]

6. Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a) (3) (ii)]. The earned income used for this purpose is the amount verified before any earned income is allowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, RRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When RRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

7. *Eligible Disability Expenses*

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

8. *Eligible Attendant Care*

The family determines the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

9. *Payments to Family Members*

No disability expenses may be deducted for payments to a member of a resident family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the resident family may be deducted if they are reimbursed by an outside source.

10. *Necessary and Reasonable Expenses*

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

11. *Child Care Expense Deduction*

HUD defines child care expenses at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount

deducted shall not exceed the amount of employment income that is included in annual income.”

Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26].

However, childcare expenses for foster children that are living in the assisted family’s household are included when determining the family’s childcare expenses.

12. Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a childcare deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, RRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, 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.

13. Seeking Work

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the childcare expense being allowed by RRHA.

14. Furthering Education

If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed.

15. Being Gainfully Employed

If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that childcare is being provided. Gainful employment is any legal work activity (full-or part-time) for which a family member is compensated.

16. Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for childcare – although the care must still be necessary and reasonable. However, when childcare enables a family member to work, the deduction is capped by “the amount of employment

income that is included in annual income” [24 CFR 5.603(b)]. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

17. Eligible Child Care Expenses

The type of care to be provided is determined by the resident family. RRHA will not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.

18. Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of childcare.

The costs of general housekeeping and personal services are not eligible. Likewise, childcare expenses paid to a family member who lives in the family's apartment are not eligible; however, payments for childcare to relatives who do not live in the apartment are eligible.

19. Necessary and Reasonable Costs

Childcare expenses will be considered necessary if:

- a. a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and
- b. the family certifies, and the childcare provider verifies, that the expenses are not paid or reimbursed by any other source.

Childcare expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For childcare that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of childcare costs, RRHA will use the schedule of childcare costs from the local welfare agency. Families may present, and RRHA will consider, justification for costs that exceed typical costs in the area.

CHAPTER 11 - VERIFICATION PROCEDURES

Purpose

The RRHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The RRHA must not pass on the cost of verification to the family.

The RRHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary RRHA policies. This chapter describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information, income and assets, and mandatory deductions. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the RRHA.

A. Family Consent to Release of Information [24 CFR 982.516 And 982.551, 24 CFR 5.230]

The family must supply any information that the RRHA or HUD determines is necessary to the administration of the program and must consent to RRHA verification of that information [24 CFR 982.551].

2. Consent Forms

It is required that all adult applicants and residents 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 RRHA 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.

3. Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the RRHA will deny admission to applicants and terminate assistance of participants.

The family may request an informal review (applicants) or informal hearing (participants) in accordance with RRHA procedures.

B. Overview of Verification Requirements

1. HUD's Verification Hierarchy

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

In order of priority, the forms of verification that the RRHA will use are:

- a. Upfront Income Verification (UIV) using HUD's Enterprise Income
- b. Verification (EIV) System whenever available
- c. Upfront Income Verification (UIV) using non-HUD system
- d. Written Third-party Verification
- e. Written Third Party Verification Form
- f. Oral Third-party Verification
- g. Tenant Declaration

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

2. 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 requested from RRHA. The documents must not be damaged, altered or in any way illegible.

The RRHA will accept documents dated within 60 days from the date of the interview 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 RRHA would accept the most recent report.

Printouts from web pages are considered original documents. The RRHA 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 RRHA and must be signed in the presence of a RRHA representative.

3. File Documentation

The RRHA 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 RRHA 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.

C. Enterprise Income Verification (EIV)

Enterprise income verification (EIV) refers to the RRHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the RRHA.

The RRHA will inform all applicants and participants of its use of the following EIV resources during the admission and reexamination process:

HUD's EIV system

The RRHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. In case of disputes, no adverse action can be taken against a family until the RRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the RRHA if requested.

1. Definition of Substantial Difference

EIV information is used differently depending upon whether there is a substantial difference between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available" [HUD website, April 2004], HUD recommends using \$200 per month as the threshold for a substantial difference. The RRHA will therefore use \$200 per month as the threshold for a substantial difference. See RRHA's policy on the use of EIV to project annual income.

2. When No Substantial Difference Exists

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

3. When a Substantial Difference Exists

When there is a substantial difference between the information provided by the EIV source and the family, the RRHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

4. Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, Unemployment Benefits, and Social Security and SSI benefits for participant families.

HUD requires the RRHA to use the EIV system when available. The following policies will apply when the RRHA has access to HUD's EIV system. The EIV

system contains two main components: tenant income data reports and “exceeds threshold” reports.

5. Enterprise Income Verification (EIV) Reports

The data shown on EIV reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The RRHA will obtain EIV reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process. EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may be used in the calculation of annual income; reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in this chapter. EIV reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV reports will be retained in participant files with the applicable annual or interim reexamination documents. When the RRHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to Program Integrity.

6. EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

RRHA will identify participants whose identity verification has failed as part of the annual reexamination process. RRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the RRHA determines that discrepancies exist due to RRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

D. 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 PHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD’s position that such tenant-provided documents are written third party verification since these documents originated from a third-party source. RRHA 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.

RRHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, RRHA shall project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the RRHA interview/determination or request date) are acceptable for confirming effective dates of income.

E. Written Third-Party Verification Form and Oral Verification

1. Reasonable Effort and Timing

Written third party verification forms are also known as traditional third-party verification. These are standardized forms to collect information from a third-party source.

Unless third-party verification is not required as described above, HUD requires the RRHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

The RRHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. The RRHA may mail, fax, e-mail, use the work number, request information from EIV, or hand deliver third-party written verification requests directly to the third-party source and will accept third-party responses using any of these methods. The RRHA will make two attempts to verify income amounts.

The first attempt to verify information will be UIV, the second can be any one of the above or by telephone. The type of income may help determine the best way to request needed information. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file.

Regarding third-party oral verification, RRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation or visit to the third party (or attempt), the telephone number used, and the facts provided. When any source responds verbally to the initial written request for verification the RRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided. If a third party agrees to confirm in writing the information provided orally, the RRHA will wait no more than a total of 7 days for the information to be provided. If the information is not provided by the 8th day, the RRHA will use any information provided orally in combination with reviewing family-provided documents.

2. When Third-Party Information is Late

If the RRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the RRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the RRHA's interim reexamination policy.

3. Per HUDs Streamline Rule, every three years all assets, regardless of value, must be verified by a third party. 24CFR 960.259, 982.516.

F. When Third-Party Verification is Not Required

1. Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

2. Certain Assets and Expenses

The RRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value. The RRHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

In accordance with Notice PIH 2013-03 RRHA will accept a family's declaration of the amount of assets of less than \$5,000 and the amount of income to be expected to be received from those assets. RRHA's application and reexamination documentation, which is signed by all adult family members, may serve as the declaration. Where the family has net family assets equal to or less than \$5000, RRHA does not need to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5000, RRHA must obtain supporting documentation (e.g., bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. RRHA will comply with the temporary guidelines established by this notice until expiration unless amended, superseded or extended by subsequent guidance from HUD.

3. Certain Income, Asset and Expense Sources

The RRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, the RRHA will rely upon review of documents when the RRHA determines that a third party's privacy rules prohibit the source from disclosing information.

In accordance with Notice PIH 2013-04, RRHA will accept a participant's self-certification as verification of fully excluded income. For fully excluded income, RRHA is not required to:

- a. Verify the income in accordance with the HUD-prescribed verification hierarchy;
- b. Document in the tenant file why third-party verification as not available as required by 24 CFR 960.259(c) (i) and 24 CFR 982.516(a) (2); and
- c. Report the income in Section 7 of the form HUD-50058

The RRHA's application and reexamination documents which are signed by all adult family members, may serve as the self-certification of the fully excluded income. RRHA may elevate the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant self-certification are:

- d. Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- e. Income from a live-in aide
- f. Earned income from minors (children under the age of 18)

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income. For partially excluded income, RRHA is required to:

- g. Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
- h. Report the income in Section 7 of the form HUD-50058.
- i. Examples of partially excluded income that are subject to regular verification requirements include:
- j. Earnings in excess of \$480 for full-time students 18 years of age or older (24 CFR 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, RRHA must verify the amount of employment income for these family members.

For a complete list of income exclusions, see 24 CFR 5. 609(c).

In accordance with Notice PIH 2013-03, RRHA may opt to conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income. In a streamlined reexamination, RRHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

For purpose of streamlined reexaminations, the term "fixed income" includes income from:

- k. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);

- l. Federal, State, local and private pension plans; and
- m. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

The RRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide original documents, the RRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification.

The cost of verification will not be passed on to the family. The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost

G. Using Review of Documents as Verification

The RRHA may also review documents when necessary to help clarify information provided by third parties. In such cases the RRHA will document in the file how the RRHA arrived at a final conclusion about the income or expense to include in its calculations.

H. Tenant Declaration

When information cannot be verified by UIV, by review of documents or by third party, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the RRHA. The tenant must submit an affidavit or notarized statement of reported income and/or expenses to RRHA. This verification method will be used as a last resort when RRHA has not been successful in obtaining information via all other verification techniques. The RRHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the RRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a RRHA representative or RRHA notary public. All self-certifications must be notarized.

When RRHA relies on tenant declaration, RRHA will document in the tenant file why third-party verification was not available.

I. Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, RRHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective obtain third party verification of income, assets or expenses when the impact on total tenant payment is minimal. In these cases, RRHA is required to document in the family file the reason(s) why third-party verification was not available.

The exception to third party verifications can be found at 24 CFR §960.259 (c)(1) and §982.516 (a)(2), which states, “The PHA must obtain and document in the family file third party verification of the following factors, or must document in the file why third party verification was not available.”

J. Verification of Legal Identity

The RRHA will require families to furnish verification of legal identity for each household member.

| Verification of Legal Identity for Adult | Verification of Legal Identity for Children |
|---|--|
| <ul style="list-style-type: none"> • Certificate of birth, naturalization papers • Church issued baptismal certificate • Current, valid driver's license or • Department of Motor Vehicles identification card • U.S. military discharge (DD 214) • U.S. passport • Employer identification card | <ul style="list-style-type: none"> • Certificate of birth • Adoption papers • Custody agreement • Health and Human Services ID • School records |

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the RRHA'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 RRHA and be signed in the presence of a RRHA representative or RRHA notary public. Legal identity will be verified as required.

1. Social Security Numbers [24 CFR 5.216]

For every family member, the family must provide documentation of a valid Social Security Number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

The RRHA requires review of the original SS number; however, RRHA will also accept the following documents as evidence if the SSN is provided on the document:

- Driver's license
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
- Payroll stubs

- d. Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- e. Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the RRHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The RRHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

The RRHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office. For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the RRHA will grant an additional 60 calendar days to provide documentation.

Social Security Numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

HUD requires all PHA residents to have a social security number, except those not eligible for subsidy.

2. Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the RRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

3. Family Relationships

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

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.

4. Marriage

Certification by the head of household is normally sufficient verification. If the RRHA has reasonable doubts about a marital relationship, the RRHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, filing joint income tax returns).

5. Separation or Divorce

Certification by the head of household is normally sufficient verification. If the RRHA has reasonable doubts about a separation or divorce, the RRHA 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.

6. 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).

7. 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.

8. Children

In cases where the birth certificate indicates that the parent of the child is not a household member, RRHA will require documentation that an adult family member has legal custody of the child. Verification from the courts, a state or local government agency or a legal document (such as that drawn up by an attorney when the parent is temporarily absent for military or incarceration) will be required. In addition, if there is some question regarding whether the child is actually living in the unit, RRHA may obtain school records to validate that the child is living in the unit.

9. Verification of Student Status

The RRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- a. The family claims full-time student status for an adult other than the head, spouse, or co-head, or the family claims a childcare deduction to enable a family member to further his or her education.
- b. The family claims income exclusion because the student is receiving earned income and only the first \$480 is included as income.

K. Documentation of Disability

The RRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

The RRHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The RRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the RRHA receives a verification document that provides such information, the RRHA will not place this information in the tenant file. Under no circumstances will the RRHA 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:

- i. Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- ii. 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
- iii. 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
- iv. Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- v. 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 RRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, the RRHA 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 RRHA 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 RRHA.

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. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

L. Citizenship or Eligible Immigration Status [24 CFR 5.508]

1. Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and RRHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date. [24 CFR 5.508(g) (5)]

2. U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The RRHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will be required to provide additional documentation such as a birth certificate HUD may modify regulations to require that the citizenship status of all residents be verified. If this regulation is implemented, RRHA will require that the birth certificate or

other government issued verification of citizenship status be provided for all family members.

3. *Eligible Immigrants*

4. *Documents Required*

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

5. *RRHA Verification*

For family members age 62 or older who claim to be eligible immigrants, proof of age is required described in this plan. No further verification of eligible immigration status is required. For family members under the age of 62 who claim to be eligible immigrants, the RRHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The RRHA will follow all USCIS protocols for verification of eligible immigration status.

6. *Verification of Preference Status*

The RRHA must verify any preferences claimed by an applicant. The RRHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The RRHA will verify this preference using the RRHA's termination records.

M. Verifying Income and Assets

This section 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 RRHA policies that supplement the general verification procedures specified in this chapter.

1. *Earned Income*

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. RRHA may require the family to provide a copy of its income tax return to support the declaration.

2. *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 RRHA 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 RRHA 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 RRHA 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 RRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

4. Periodic Payments and Payments In Lieu Of Earnings

5. Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, the RRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the RRHA 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 has received the benefit verification letter, they will be required to provide it to the RRHA.

To verify the SS/SSI benefits of participants, the RRHA will obtain information about social security/SSI benefits through the HUD EIV System.

If benefit information is not available in HUD systems, the RRHA 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 RRHA 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 RRHA.

6. Alimony or Child Support

The way the RRHA 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 RRHA 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.

- a. Third-party verification from the person paying the support
- b. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- c. Copy of the latest check and/or payment stubs
- d. 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.

If payments are irregular, the family must provide 12 months of payment history.

7. 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 RRHA needs to verify only those certifications that warrant documentation.

The RRHA will verify the value of assets disposed of only if:

The RRHA 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.

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

7. Net Income from Rental Property

The family must provide:

- a. A current executed lease for the property that shows the rental amount or certification from the current tenant
- b. 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 RRHA 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.

8. Retirement Accounts

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

- a. Before retirement, the RRHA 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.
- b. Upon retirement, the RRHA 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.
- c. After retirement, the RRHA 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.

9. Income from Excluded Sources

The RRHA must obtain verification for income exclusions only if, without verification, the RRHA 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 RRHA will confirm that RRHA 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 RRHA 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 RRHA will report the amount to be excluded as indicated on documents provided by the family.

10. Zero Annual Income Status

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as Unemployment Benefits, TANF, SSI, etc. are not being received by the household. In addition, families claiming to have no income may be required to provide verification of their expenses, to determine how the family is able to subsist on no income.

N. Dependent and Elderly/Disabled Household Deductions

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

1. Dependent Deduction

The RRHA will verify that:

- a. Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- b. 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 Eligibility chapter for a definition of elderly and disabled families and for a discussion of the deduction. The RRHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

3. Medical Expense Deduction

The amount of the deduction will be verified following the standard verification procedures.

4. Amount of Expense

The RRHA will provide a third-party verification form directly to the medical provider requesting the needed information. 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 RRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The RRHA 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 RRHA must verify that:

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

5. Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The RRHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter.

6. Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

7. Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

8. Expenses Incurred in Past Years

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

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

0. Disability Assistance Expenses

See Policies related to disability assistance expenses. The amount of the deduction will be verified following the standard verification procedures described in the Amount of Expense section.

1. Attendant Care

The RRHA will provide a third-party verification form directly to the care provider requesting the needed information. Expenses for attendant care 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 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.

2. Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- a. Third-party verification of anticipated purchase costs of auxiliary apparatus
- b. If third-party is not possible, billing statement 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
- c. If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months
- d. In addition, the RRHA must verify that:
- e. The family member for whom the expense is incurred is a person with disabilities.
- f. The expense permits a family member, or members, to work.
- g. The expense is not reimbursed from another source.
- h. The expense does not exceed the amount of the earned income of the individual freed for work.

3. 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 RRHA will verify that the expense is incurred for a person with disabilities.

4. Family Member(s) Permitted to Work

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

The RRHA 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.

5. Unreimbursed Expenses

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

- a. 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.

- b. 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.

P. Child Care Expenses

The amount of the deduction will be verified following the standard verification procedures. In addition, the RRHA must verify that:

- i. The child is eligible for care.
- ii. The costs claimed are not reimbursed.
- iii. The costs enable a family member to pursue an eligible activity.
- iv. The costs are for an allowable type of childcare.
- v. The costs are reasonable if seeking employment or furthering education.

1. Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. The RRHA 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 childcare deduction, the costs must not be reimbursed by another source.

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

3. Pursuing an Eligible Activity

The RRHA 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.

a. Information to be Gathered

The RRHA 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.

b. Seeking Work

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

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

c. Furthering Education

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

d. Gainful Employment

The RRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. 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 type of care to be provided is determined by the family, but must fall within certain guidelines.

- a. RRHA will verify that the type of childcare selected by the family is allowable.
- b. RRHA 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).
- c. RRHA will verify the childcare provider is not a family member residing in the household. 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

Only reasonable childcare costs can be deducted. If the family presents a justification for costs that exceed typical costs in the area, the RRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

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| <p style="text-align: center;">SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [PH GB, pp. 5-9 and 5-10]</p> |
| <ul style="list-style-type: none">• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the RRHA.• Except for persons 62 or older, all noncitizens must sign a verification consent form• Additional documents are required based upon the person's status. |

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
 - “Admitted as a Refugee Pursuant to Section 207”
 - “Section 208” or “Asylum”
 - “Section 243(h)” or “Deportation stayed by Attorney General”
 - “Paroled Pursuant to Section 221 (d)(5) of the USCIS”
- Form I-94 Arrival-Departure Record with no annotation accompanied by:
 - A final court decision granting asylum (but only if no appeal is taken);
 - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
 - A court decision granting withholding of deportation; or
 - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
- Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.
- Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

CHAPTER 12 – REEXAMINATIONS

Purpose

RRHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. RRHA has adopted policies concerning the conduct of annual and interim reexaminations that are consistent with regulatory requirements. [24 CFR 906.257(c)] **Complete** verification of the circumstances applicable to rent adjustments must be documented and approved according to RRHA policies. [24 CFR § 960.259(c)]

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in this policy document
2. Live in the type of property appropriate for their family type – for example, senior and disabled families with custody of a child or children cannot remain in designated senior or mixed population buildings.
3. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. [24 CFR § 966.4(f)]
4. Have Social Security numbers for each family member according to Federal Regulations. [24 CFR § 5.216]
5. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.508 (b)]
6. Are in compliance with RRHA's 8 hours per month Community Service requirements.
7. Gross family income must not exceed income limits set by HUD.
8. RRHA may require passing a criminal history background check by all adults 18 and over.
9. Existing families may be required to attend orientation or housekeeping class, as directed by their Property Manager as a condition of continued occupancy if lease violations have occurred.

B. Regular Reexamination

Once a year, RRHA will reexamine family composition and unit size for all resident families. At that time, all adult family members will be required to sign a new Privacy Act/Release of Information. RRHA will reexamine the income of families paying income-based rents once a year and once every three years for families paying flat rents. RRHA conducts annual reexaminations by interviewing adult family members and verifying information about their income, assets, deductions and family size and composition.

- i. RRHA provides notices of reexamination 120 days before the reexamination anniversary date.
- ii. To promote administrative efficiency, RRHA may elect to assign uniform recertification effective dates for specific developments. In such a case, RRHA will conduct an analysis of the recertification effective dates of the households, the proximity of each property to one another and the number of households at the property. RRHA will then conduct recertification actions needed to ensure that all households have the same recertification date. Implementation of this policy may require that some residents be recertified more than once in any given year. Thereafter, new residents to the property will be assigned the same recertification date as that used for other households at the development.

1. Reexamination for Families Paying Flat Rent

2. Public Housing residents paying Flat Rents are required to recertify income every three (3) years, rather than annually. However, such residents are still required to participate in an annual reexamination for any changes in the family composition, to ensure that unit size is still appropriate, and to check compliance with the community service requirements, if applicable. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent. Criminal Background Check

- a. RRHA may conduct criminal background checks on all adult household members 18 years or older at reexamination. RRHA may also conduct criminal background checks when it has come to RRHA's attention either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, drug-related activity, or other criminal activity or has interfered with the right to peaceful enjoyment of the premises of other residents or agency employees. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration background checks on an annual basis.
- b. Failure to meet the criminal history screening requirements as described below or for admissions in this ACOP may result in termination of the lease.

3. Annual Criminal Background Check Procedures

RRHA will follow the guidelines outlined below in reviewing annual criminal background checks at reexamination.

The Final Rule for Screening and Eviction for Drug Abuse and other Criminal Activity (SEDACA) published in the Federal Register on May 24, 2001 amends

the Extension Act and the 1998 Quality Housing and Work Responsibility Act for the Public Housing program.

The SEDACA amendments give public housing agencies (PHAs) the tools for adopting and implementing fair, effective and comprehensive policies for screening program applicants and evicting or terminating assistance of persons who engage in illegal drug use, alcohol abuse, or other criminal activity.

Residents

- a. RRHA will apply the screening criteria to Public Housing residents and members of their household 18 years of age or older at any time the housed family has requested to add a member (18 years of age or older) to the household.
- b. RRHA will conduct criminal background checks on all adult household members 18 years or older at reexamination.

RRHA program staff shall be responsible for obtaining relevant information from the applicant, resident, neighbors, informants, newspaper, social media (i.e., Facebook, Twitter, YouTube, etc.), police incident reports or other reliable sources deemed appropriate by RRHA. All information received shall be examined and evaluated by appropriate RRHA staff.

- c. If at any time during program participation, RRHA has reasonable cause (e.g., newspaper articles, credible informants, police reports, or it has come to the attention either from local law enforcement or by other means) to believe that a household member is/has engaged in violent activity against another person, drug-related activity, or other criminal activity or has interfered with the right to peaceful enjoyment of the premises by other residents or agency employees, the agency will run a criminal background check on all household members.
- d. Such checks shall also include sex offender registration information. **In** accordance with Notice PIH 2012-28, at annual reexamination, RRHA shall ask whether the tenant or any member of the tenant's household is subject to a State lifetime sex offender registration program in any state. RRHA will verify this information using the Dru Sjodin National Sex Offender Database and/or other official federal, state, and local resources and document this information in the same manner as admission.

If the recertification screening reveals that the resident has falsified information or otherwise failed to disclose criminal history on his/her application and/or reexamination forms, RRHA shall pursue eviction or termination of assistance to the extent allowed by HUD requirements, RRHA's Admissions and Continued Occupancy Policy (ACOP) and Public Housing Dwelling Lease, and state or local law.

If the resident or a member of the resident's household, regardless of the date of admission, engages in criminal activity (including sex offenses) while living in RRHA housing, RRHA shall pursue eviction or termination of assistance to the extent allowed by HUD requirements, the lease and state

or local law.

- e. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration checks on an annual basis.

Annual criminal background checks will receive additional review if the background check reveals an unacceptable police record. An unacceptable police record is one wherein the head of household or any member of the household has been convicted of a crime within the last five (5) years, or has a history of criminal activity that would jeopardize the health, safety or welfare of the community. A history will be evidenced by a pattern or record of continuing conduct/acts, regardless of type or severity which may interfere with the health, safety or right to peaceful enjoyment of the premises by others, unless the family has provided satisfactory evidence of rehabilitation. Such conduct includes:

- i. A pattern of past conduct of illegal use of controlled substances; and
- ii. Past conduct of abuse or pattern of abuse of alcohol;
- iii. A pattern of theft or fraud;
- iv. A pattern of burglary or automobile theft;
- v. Threatened abuse or violent behavior towards RRHA staff, management, maintenance, security personnel or any one authorized to perform work on RRHA properties.
- vi. Acts of prostitution and/or a pattern of prostitution.

Satisfactory evidence of rehabilitation may include the following:

- vii. Evidence of completion of an appropriate substance abuse rehabilitation program and no additional involvement in such behavior for one (1) year.
- viii. Results of current drug testing, showing no positive test results for at least one (1) year.
- ix. Evidence of a stable rental and/or financial history for one (1) year.
- x. Certification by a parole or probation officer demonstrating current compliance with parole or probation requirements.
- xi. Certification of completion of any relevant behavior modification/counseling course.
- xii. Reports and/or letters from social service agencies or case managers who have been working with the resident for the past twelve (12) months.
- xiii. The resident may provide any other written documentation from any reliable source that may be deemed appropriate for determination of eligibility. RRHA shall have sole discretion in determining what constitutes adequate and credible documentation.

An unacceptable juvenile record is one wherein the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in categories (a) through (d), (h) and (j). Other convictions within the past twelve (12) months that fall within the remaining categories will be determined based upon the severity of the crime as indicated by the categories.

RECOMMENDATION FOR TERMINATION OF TENANCY IS TO BE DETERMINED FROM THE DATE OF LAST CONVICTION(S) WITHIN FIVE (5) YEARS OF THE ANNUAL BACKGROUND CHECK.

4. Criminal Background Recommended Action

- a. **Mandatory Termination** – Criminal Background check reveals that a family or household member has been convicted of manufacturing or producing methamphetamine or is subject to a lifetime registration requirement under a State and or Federal Sex Offender registration program.
- b. *Intent to Distribute Drugs or Other Controlled Substance* - Includes evidence of Conviction(s) for trafficking or intent to distribute drugs or other controlled substance of any type other than alcohol.

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| Recommended action: | | Conviction(s): |
| 3-day notice | | One (1) or more convictions within five (5) years from the date of criminal background check. |

- c. *Possession of Drugs* - Includes evidence of Conviction(s) for possession of drugs or other controlled substance other than alcohol. Favorable consideration may be given upon a professional agency verifying in writing that household member has been rehabilitated. RRHA shall have sole discretion in determining satisfactory evidence.

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| Recommended action: | | Conviction(s): |
| 3-day notice | | One (1) or more convictions within five (5) years from the date of criminal background check. |

- d. *Illegal Sale of Alcohol, Possession, Drunk, and/or DUI's* - Includes evidence of alcohol abuse of which can constitute a danger of disrupting the peaceful occupancy of other tenants. Favorable consideration may be given upon a professional agency verifying in writing that household member has been rehabilitated. RRHA shall have sole discretion in determining satisfactory evidence.

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| Recommended action: | | Conviction(s): |
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| Conference | | One conviction within the past five (5) years of criminal background check. |
| 30-Day Notice | | A combination of or two (2) of the above Convictions within the past five (5) years from the date of criminal background check. |
| 3-day notice | | Three (3) DUI's or any combination of the above convictions within five (5) years from date of criminal background check. |

- e. Brandishing and/or Discharging a Firearm - Concealed Weapon - Such convictions include evidence of conduct which constitutes a danger of disrupting the peaceful community of other tenants and endangering their welfare.

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| Recommended action: | | Conviction(s): |
| 3-day notice | | One (1) or more convictions within the past five (5) years from the date of criminal background check. |

- f. Assault, Battery and/or Bomb Threats; Damaging Property; Arson- Includes evidence of acts of violence or of any other conduct which constitutes a danger of disrupting the peaceful occupancy of the community.

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| Recommended action: | | Conviction(s): |
| Conference | | One (1) or more convictions within the past five (5) years from the date of criminal background check. |
| 3-day notice | | Two (2) or more convictions within the past five (5) years from the date of criminal background check. |

- g. Soliciting; Indecent Exposure; Urinating in Public; Immoral Conduct of Any Type; Disorderly Conduct - Includes evidence of acts of violence or of any other conduct which constitutes a danger of disrupting the peaceful occupancy of the community.

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| Recommended action: | | Conviction(s): |
| Conference | | One (1) conviction within the past five (5) years from the date of criminal background check. |

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| 30-day Notice | | Two (2) to five (5) convictions from within the past five (5) years from the date of criminal background check. |
| 3-day Notice | | Six (6) or more convictions within the past five (5) years from the date of criminal background check. |

- h. *Fraud* - includes all convictions for fraud/bribery or any other corruption regardless of the circumstances.

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| Recommended action: | | Conviction(s): |
| Conference | | One (1) or more convictions within the past five (5) years from the date of criminal background check. |
| 30-day Notice | | Two (2) or more convictions within the past five (5) years from the date of criminal background check. |

- i. *Crimes of Violent Behavior, Breaking and Entering, Murder, Attempted Murder, 2nd Degree Murder, Felonious Assault, Rape, Incest, Child Molestation or Sexual Deviation* - Includes any violent criminal activity that includes the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage. Includes crimes of violence which would constitute a danger to the community including indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicating sexual deviation.

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| Recommended action: | | Conviction(s): |
| 3-day Notice | | One (1) or more convictions within the past five (5) years from the date of criminal background check. |

- j. *Forging* - Concealment and Uttering; Altering Prices; Shoplifting; Theft, Larceny, etc.; Includes all conviction(s) for forgery/theft or any other corruption regardless of the circumstances.

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| Recommended action: | | Conviction(s): |
| Conference | | Two (2) to three (3) convictions from within the past five (5) years from the date of criminal background check. |

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| 30-day Notice | | Four (4) or more convictions within the past five (5) years from the date of criminal background check. |
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k. Other Felonies - Includes convictions for all other types of felonies.

| Recommended action: | | Conviction(s): |
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| Conference | | One conviction within the past five (5) years from the date of criminal background check. |
| 30-day Notice | | Two (2) convictions within the past five (5) years from the date of criminal background check. |
| 3-day Notice | | Three (3) or more convictions within the past five (5) years from the date of criminal background check. |

l. Other Misdemeanors - Includes convictions for all other types of misdemeanors.

| Re-Apply: | | Disapproval: |
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| Conference | | Two (2) convictions within the past five (5) years from the date of background check. |
| 30-Day Notice | | Three (3) convictions within the past five (5) years from the date of background check. |
| 3-Day Notice | | Four (4) convictions within the past five (5) years from the date of background check review. |

m. Juvenile Felonies

| Recommended action: | | Number of Conviction(s) |
|---------------------|--|---|
| 30-Day Notice | | Three (3) or more felonies within the past five (5) years from date of criminal background check. |

Following making a determination of ineligibility due to criminal history, RRHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the resident a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before eviction or lease enforcement action on the basis of such information. [24 C.F.R. §5.903 (f)] Residents will be afforded an opportunity for a grievance for disputes as outlined in Chapter 22- Tenant Grievance Procedure.

Written eviction and termination of assistance notices are issued in accordance with the RRHA Admissions and Continued Occupancy Policy (ACOP) and Public Housing Dwelling Lease. Eviction and termination procedures are to be fair and consistent. If a notice of termination is issued because RRHA has determined the family is not in compliance with the Dwelling Lease, Addendums, and/or Admissions and Continued Occupancy Policy (ACOP), a notice will be sent to the family's address of record. The notice will state the reason(s) the family is non-compliant and the proposed action. Public Housing residents are permitted due process through the Grievance Procedure as established under the ACOP. However, in accordance with HUD regulations and the U.S. Fair Housing Act, RRHA has exempted from the grievance procedure a termination of tenancy or eviction that involves:

- i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA,
- ii. Any violent or drug-related criminal activity on or off RRHA premises,
- iii. Any criminal activity that resulted in the felony conviction of a household member or
- iv. Verbal or physical disputes between tenants.

Consideration may be given to extenuating circumstances surrounding crimes listed in this policy. RRHA may exercise discretion based on extenuating circumstances.

5. Change in Apartment Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. RRHA may use the results of the annual reexamination to require the family to move to an appropriate size apartment. [24 CFR 960.257(a)(4)] Policies related to such transfers are located in the Chapter on Transfers.

6. Changes in Family and Household Composition

- a. Residents are required to report all changes in family composition or status to management **in writing** within 10 calendar days of the occurrence.
- b. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.

- c. The addition of family members as a result of birth, adoption, or court awarded custody does not require prior RRHA approval; however, the family is still required to promptly notify RRHA of the addition. [24 CFR 966.4(a)(1)(v)]

7. *New Family and Household Members*

- a. With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request RRHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child). [24 CFR 966.4(d)(3)]
- b. Families must submit a written request to RRHA for approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the apartment for more than 30 days in any given year, and therefore no longer qualifies as a “guest.” Requests must be made in writing and approved by RRHA prior to the individual moving into the apartment.
- c. RRHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage, if it will require the family to transfer to a larger size apartment, unless the family can demonstrate that there are medical needs or other extenuating circumstances, including Reasonable Accommodation that should be considered by RRHA. Exceptions will be made on a case-by-case basis.
- d. Additions of the following persons must be requested in writing and require written permission from RRHA or the Property Manager before the persons may move into the apartment:
 - i. Adult family member (including a new spouse);
 - ii. Foster child or children;
 - iii. Foster adult;
 - iv. Live-in Aide;
 - v. Child in kinship care.
- e. Adult children who previously participated in the RRHA Public Housing Program as a family member will be denied readmission unless through reason of Reasonable Accommodation or as waived by the Assistant Vice-President or his/her designee.
- f. RRHA will not approve the addition of a new family or household member unless the individual meets RRHA’s eligibility criteria. If RRHA determines that an individual does not meet RRHA’s eligibility criteria RRHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

8. *Departure of a Family or Household Member*

- a. If a family member ceases to reside in the apartment, the family must inform

RRHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

- b. If a live-in aide, foster child, or foster adult ceases to reside in the apartment, the family must inform RRHA within 10 business days.
- c. If an adult member who was formerly a member of the household is reported permanently absent by the family, RRHA may consider any of the following as verification:
 - i. Husband or wife institutes divorce action. Husband or wife institutes legal separation.
 - ii. Order of protection/restraining order obtained by one family member against another.
 - iii. Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
 - iv. Statements from other agencies such as social services that the adult family member is no longer living at that location.
 - v. If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- d. If no other proof can be provided, RRHA may accept a self-certification from the head of household. If the head of household is the absent member, proof can be provided by the spouse or co-head.

9. *Absence from the Apartment*

Households must advise RRHA if they will be absent from the apartment for more than 30 consecutive days. Residents shall notify the Management office, secure the apartment and provide a means for RRHA to contact the resident in an emergency. Failure to advise RRHA of an extended absence is grounds for termination of the lease. See ACOP chapter on Lease Terminations for policies related to termination and absence from the apartment.

10. *Changes in Income*

RRHA will process interim reexaminations under the following circumstances:

A person with income joins the family (new income source)

| Income Change | RRHA Action |
|--|--|
| a. Decrease in income for any reason, except for decrease that is subject to Imputed Welfare Income rules. | RRHA will process an interim reduction in rent if the income decrease can be verified to last more than 30 days. |

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| b. Increase in income following RRHA granting of interim rent decrease. | RRHA will process an interim rent increase for income increases that are due to a new source of income or resumption of income that follow interim rent reductions. |
| c. Increase in earned income from the employment of a current household member outside of the EID | RRHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, grant the disallowance. |
| d. Increase in unearned income (e.g. COLA adjustment for social security). | RRHA will defer the increase to the next regular reexamination |
| e. Increase in income because a person with income (from any source) joins the household. | RRHA will process an interim reexamination and rent increase |
| f. Increase in monetary or non-monetary income after Resident claimed zero income | RRHA will process an interim reexamination and rent increase. |
| g. Increase in income of an FSS participant | RRHA will process an interim rent increase. |

11. Interim Increase in Rent

RRHA will process an interim increase in rent if:

- The resident's income increases after the resident was granted an interim decrease in rent; or
- The resident reported zero income and has a verified increase in income (which may be a non-monetary contribution); or
- The resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have been. RRHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.
- The resident has an increase in earned income outside of the EID.

12. Interim Decrease in Rent

RRHA will process interim decreases in rent as follows:

- When a decrease in income is reported, and RRHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
- Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

Residents granted reductions in rent are required to report the subsequent

increases in income. Reporting is required when income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

13. Decrease in Income Due to Imputed Welfare Income

- a. If residents experience a decrease in income from Public Assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - i. Welfare Department has reduced the grant because of welfare fraud; or
 - ii. Welfare Department has reduced the grant because the family failed to comply with economic self-sufficiency requirements
- b. If a resident challenges the Welfare Department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the Welfare Department.
- c. If the Welfare Department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction

If the Welfare Department overturns the grant reduction, no retroactive balance is owed.

14. Over-Income Households

Over-Income Families: Once approved by HUD, RRHA will be adopting a policy to limit public housing assistance for over-income families based on the Housing Opportunity through Modernization Act (HOTMA) of 2016 and may further amend this policy upon publication of applicable regulations by HUD.

- a) Families with an annual (gross) income exceeding 120 percent of the median income will be considered over-income and ineligible for housing under the Public Housing Program, unless they meet one of the following conditions:
 - The family is under a valid contract for participation in a Family Self-Sufficiency Program
 - The family is receiving earned income disallowance
- b) Over-income families may be allowed to reside in this status for a maximum of 24 consecutive months in which they may experience an income decrease or vacate the unit.
- c) At the end of the 24 consecutive months of being over-income, 30 days will be provided to the families to find alternative housing. If the family does not vacate the unit within the 30-day period, they will be issued a 30-Day Notice of Lease Termination.
- d) Notification Process
 - (1) At initial determination of a family being over-income, the family will be advised in writing of the following:

- An over-income family may only remain in this status for 24 consecutive months.
- If the family's over-income status persists after 24 consecutive months, the family will be provided 30 days to vacate the unit.

(2) After 12 months of initial determination that a family is over-income, the family will undergo a family and income reexamination. If the family remains in over-income status, they will receive a second written notification advising the family of the number of months then remaining before the family meets the 24-consecutive month maximum.

(3) After the consecutive 24-month period, thirty (30) days will be provided to the family to find alternative housing if the family has not experienced a decrease in income that places the family income below the 120 percent of median income.

(4) If the over-income family does not find alternative housing and vacate the unit within the 30-day period they will be issued a 30-Day Notice of Lease Termination.

A family determined to be over-income may request a grievance concerning RRHA's determination, or RRHA's action to terminate the family's lease, pursuant to 24 C.F.R., Part 966. A family may exercise any available judicial remedy to seek redress of RRHA's termination of the family's lease pursuant to these provisions.

15. Zero Income

Unless the family has income that is excluded for rent computation, families reporting zero income are required to undergo an interim recertification every 90 days. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.

16. Visitors

- a. Visitors are permitted in a dwelling apartment as long as they have no previous history of behavior on RRHA premises that would be a lease violation.
- b. A visitor may visit for a total of 30 days in any twelve-month period. The thirty day maximum need not be consecutive.
- c. Visits of less than three days need not be reported to or approved by the Property Manager.

- d. Visits of more than three and less than thirty days are permitted, provided they are reported to the Manager within three days.
- e. Visits of more than thirty days (extension) shall be authorized only by the Property Manager with advance documentation of extenuating circumstances. The resident must make a written request for extension of a visit beyond thirty days;
- f. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- g. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision may be grounds for termination of the lease.
- h. Residents will not be given permission to allow a former resident of any federally assisted housing program who has been evicted to occupy the apartment for any period of time. Violation of this requirement is grounds for termination of the lease.
- i. Residents are responsible for the conduct of their visitors. Visitors who engage in behavior that violates the lease, such as activity that threatens the peaceful enjoyment of the premises by other residents or drug related or violent criminal activity subject the resident to lease termination and eviction.

17. Document Requirements

Any required documents or information that the family is unable to provide at the time of an RRHA-required reexamination must be provided within 8 days of the reexamination interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions); the family will be in violation of their lease and may be terminated.

18. Missed Appointments and Deadlines

It is a family's obligation to supply information, documentation, and certification as needed for RRHA to fulfill its responsibilities. RRHA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow RRHA to inspect the apartment. Appointments are made for this purpose. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying RRHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow RRHA to inspect the apartment.

Appointments will be scheduled, and time requirements will be imposed, for the following events and circumstances:

- i. Eligibility for Admissions

- ii. Verification Procedures
- iii. Housekeeping Inspections
- iv. Apartment Inspections
- v. Recertification
- vi. Appeals

The family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance. Termination is subject to a request for Reasonable Accommodations.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to:

- vii. Medical emergency
- viii. Incarceration
- ix. Family emergency

19. Timely Reporting of Accurate Information

- a. Residents paying income-based rent are required to report all changes of income **in writing** within 10 days from the effective date of the change.
- b. Failure to report within the timeframe specified in the ACOP and lease may result in a retroactive rent increase.
- c. RRHA will verify changes in income and will process applicable rent changes when residents report the changes on a timely basis.

20. Misrepresentation of Information

- a. RRHA will process an interim rent increase if it is found that a resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the resident is paying is less than the rent s/he should actually be charged.
- b. RRHA will apply any increase retroactive to the first of the month following the month in which the misrepresentation occurred
- c. Failure to report accurate information is grounds for initiating eviction proceedings in accordance with RRHA's lease.

21. Effective Date of Rent Adjustments

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

- a. Rent decreases go into effect the first of the month following the report of a change.
- b. Income decreases reported or verified after the resident accounting cut-off

date will be effective the first of the second month with a credit retroactive to the first month.

- c. Rent increases (except those due to misrepresentation) require 30 days' notice and generally will be effective on the first of the month following the 30-day notice to the family.

CHAPTER 13 - INSPECTION OF DWELLING UNITS

Purpose

RRHA will inspect each dwelling apartment prior to move-in, at move-out, and annually during occupancy. In addition, RRHA may require additional inspections, in accordance with RRHA Policy.

A. Types of Inspections

Generally, RRHA has six different types of inspections:

1. Move-in Inspection
2. Annual Inspection
3. Move-out Inspection
4. Quality Control Inspection
5. Housekeeping Inspection
6. Special Inspection

B. Move-In Inspection

When offering units, RRHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Prior to the leasing interview and signing of the Dwelling Lease, RRHA staff and the prospective tenant or his representative will together inspect the premises to be leased. An Inspection Report will be completed for inspections at occupancy and termination to indicate the condition of the premises. At the completion of the inspection, RRHA staff and the tenant will sign the Inspection Report. The original of the report is to be retained in the tenant's folder; a copy will be kept by the facilities maintenance supervisor until needed repairs are made. After the repairs are made, the work order(s) showing the repairs will be attached for each damaged item listed and retained in the maintenance unit file, a copy will be given to the tenant.

Once the unit is shown and the applicant accepts the unit, RRHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. This form will then be returned along with the applicant's folder to the Tenant Selection Office (TSO).

No lease will have an effective date before the unit is ready for occupancy; the resident has accepted the unit, paid all monies due and received the keys.

C. Annual Inspections

Annual inspections of the premises are to be made to ensure that the tenant and management are complying with the provisions of the Dwelling Lease. Management shall deliver to the tenant's dwelling unit a Request to Enter, in

accordance with the established RRHA procedures. An inspection of one hundred percent of all units must be accomplished by RRHA or its representative each year using HUD's Uniform Physical Condition Standards (UPCS). Preventive maintenance inspections conducted by maintenance personnel may be used to certify up to one hundred percent of routine inspections each year. If necessary, to bring the unit into UPCS compliance, needed repairs will be completed by RRHA. All inspections will include a check of all smoke detectors to ensure proper working order. The Inspection report will indicate whether required corrections are to be charged to the tenant or covered by RRHA. Any household containing significant damage (damage that cannot be attributed to normal wear and tear), infestation, lease violations (i.e., evidence of unauthorized guests, pets or criminal or drug activity) or housekeeping issues during the preventive maintenance inspection will be noted on the inspection and reported to management within five days of the inspection. Tenants who "fail" the inspection due to any of these issues will be given 30 calendar days to correct the noted items unless there are violations that pertain to criminal or drug –related activity. Criminal or drug-related activity will be handled using appropriate lease enforcement activities. All unsatisfactory preventive maintenance servicing determinations shall be re-inspected within ten days by the housing manager/assistant for follow-through. All inspections shall be documented utilizing the approved RRHA inspection form, a copy retained in the tenant folder and in a centralized location.

Tenants who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

RRHA will also conduct an annual inspection of 100% of the building exteriors, site, common areas and building systems. This inspection will be noted on the approved RRHA inspection form.

D. Move-Out Inspection

Upon notification that a tenant intends to vacate a dwelling unit, the housing manager/assistant and/or facilities maintenance supervisor will inspect the premises and will encourage the tenant or his representative to participate in the move-out inspection. The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. RRHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit. The housing manager/assistant, or facilities maintenance supervisor and tenant if present will sign the report. If the tenant has vacated without notice or fails to appear at the scheduled time, an inspection will be made without the tenant. A copy of the inspection form is attached to the vacating tenant's termination papers along with charges incurred.

E. Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. The

housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which RRHA can be of service to the family.

RRHA staff will conduct quality control inspections on at least 5% of units or the mandatory minimum per the HUD protocol. The purpose of these quality control inspections is to assure that the inspections were performed properly, and repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

F. Housekeeping Inspections

The purpose of housekeeping inspections is to ensure that residents housekeeping habits do not pose health or safety risks and/or encourage insect or rodent infestation or cause damage to the apartment. Unsanitary Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; damages to premises and equipment caused by the family or persons under control of the family; affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or neglect of the premises. This does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

1. Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the apartment are in violation of the lease. In these instances, RRHA will provide proper notice of a lease violation.
2. A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.

G. Special Inspections

RRHA staff may conduct a special inspection for any of the following reasons:

1. Apartment condition
2. Suspected lease violation
3. Regulatory Inspection
4. There is reasonable cause to believe an emergency exists

HUD representatives or local government officials may review RRHA operations periodically and as a part of their monitoring may inspect a sampling of the RRHA's inventory.

If a special inspection is conducted, the RRHA will leave notice that they were in the unit and the reason for the special inspection.

H. Notice of Entry – Non-Emergency

1. RRHA may enter the apartment, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the apartment for re-leasing. A written statement specifying the purpose RRHA's entry will be delivered to the dwelling apartment before such entry and is considered reasonable advance notification. [24 CFR 966.4(j)(1)]
2. For regular annual inspections, the family will receive at least 48 hours advance written notice of the inspection to allow the family to prepare the apartment for the inspection.
3. Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for RRHA to enter the apartment.

I. Notice of Entry – Emergency

RRHA may enter the dwelling apartment at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, RRHA will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling apartment. [24 CFR 966.4(j) (2)]

J. Non-Inspection Emergency Entry

RRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned. RRHA will allow access to local, state, or federal law-enforcement or public safety officials in the performance of their duties.

K. Scheduling of Inspections

Inspections will be conducted during reasonable hours. If a family needs to reschedule an inspection, they must notify RRHA at least 24 hours prior to the scheduled inspection. RRHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. RRHA may request verification of such cause.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and RRHA will notify the family of its intended action.

L. Inspection Results

RRHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

M. Emergency Repairs

If the apartment is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify RRHA of the damage, and RRHA will make repairs within a reasonable time frame. [24 CFR 966.4(h)]

If the damage was caused by a household member or guest, RRHA will charge the family for the reasonable cost of repairs. RRHA may also take lease enforcement action against the family.

If RRHA cannot make repairs quickly, RRHA will offer the family standard alternative accommodations. If RRHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the apartment are hazardous to life, health, or safety, RRHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

1. Any condition that jeopardizes the security of the apartment
2. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
3. Natural gas leaks or odor
4. Any electrical problem or condition that could result in shock or fire
5. Absence of a working heating system when outside temperature is below 64 degrees Fahrenheit from October 1 until April 15th.
6. Utilities not in service, including no running hot water
7. Conditions that present the imminent possibility of injury
8. Obstacles that prevent safe entrance or exit from the apartment
9. Absence of a functioning toilet in the apartment
10. Inoperable smoke detectors
11. No working air conditioner, elderly developments only.

N. RRHA Emergency (After-Hours) Repair Procedures

Residents of RRHA communities needing repairs to the dwelling unit or community in which they live can request such service by contacting the call center at (804) 780-8700 from 8:30 until 4:30 p.m.

Normal Hours of Operation: Monday through Friday 7:30 a.m. until 5:00 p.m.

Residents are encouraged to report all problems or necessary repairs as they occur during normal working hours.

Emergencies arising after-hours, weekends and holidays must be called in to (804) 7804100. The calls will be screened to determine the need for immediate correction and the situation reported to the "on-call"/"live-in". Personnel On-call/Live-in staff will make any necessary repairs to stabilize the situation, but once the situation is stabilized the repairs are referred to the development where the

resident lives for follow-up action on the next working day. The following is a list of emergency items used for the guidance of residents and emergency “on-call/live-in personnel”. Items not listed will be considered routine. The list below will serve as a guide for handling after-hours calls and will be responded to within 24 hours:

Emergencies:

- i. Danger or potential danger to life or limb caused by a maintenance problem
- ii. Any condition that jeopardizes the security of the unit
- iii. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- iv. Explosions/Fires/Electrical Problem or Condition that could result in shock – Resident should call the Fire Department (911) for all fires on authority properties. The maintenance department should be notified of the amount of damage regardless of how little damage is reported. Only work to secure the property is authorized for on-call personnel
- v. No hot water in entire unit
- vi. Gas Leaks or odor/ No gas -Tenants should verify service is not disconnected due to utility work/repairs
- vii. Elevators non-operational – for facilities with multiple elevators, a single operational elevator meets standards
- viii. No Heat in the entire unit– will be responded to when outside temperature is below 64 degrees Fahrenheit from October 1 until April 15th
- ix. No electricity Apartment entrance door(s) cannot be secured or opened
- x. Absence of a functioning toilet in the apartment. If the unit has 2 commodes and only 1 is stopped up/clogged, this does NOT constitute an emergency
- xi. Main lines will be responded to as soon as possible and only to abate the immediate problem. Repair work will be performed the next business day.
- xii. No working air conditioner, elderly developments only, when outside temperature is 78 degrees Fahrenheit or above
- xiii. Wellness Checks in elderly developments only

1. Non-Emergency Repairs

Generally, RRHA will correct non-life-threatening health and safety defects within 30 business days of the inspection date. Repairs that require parts or specialized labor may take longer than 30 business days.

Staff will not respond after-hours to the following:

- a. Lock out service – Residents must notify manager to gain entry to their units during normal business hours. For nights, weekends and holidays, tenant must call a locksmith to gain entry to their units at their own expense. No on call personnel has the authority to open a unit due to misplaced, lost or stolen keys.
- b. Household sink, basin or bathtub stoppages
- c. Refrigerators that are out of order – Notify resident to keep doors closed and report trouble the next business day.
- d. Retrieval of wallets, keys, money, etc. from elevator or compactor shafts
- e. Stoves, water lines, electricity, etc. previously shutdown by the Fire Department, Dominion, City of Richmond or your Development.

The family must allow RRHA access to the apartment to make repairs.

O. Resident Caused Damages

- 1. Damages to the apartment beyond normal wear and tear will be billed to the resident in accordance with RRHA policies
- 2. Repeated or excessive damages to the apartment beyond normal wear and tear will be considered a serious or repeated violation of the lease.

P. Pest Control Activities

RRHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the unit when pest control treatments are scheduled. Residents must cooperate fully with RRHA management and extermination staff. RRHA or an authorized representative will enter any unit where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Residents are required to cooperate fully in the treatment plan, including the disposal of personal belongings if needed. Failure to allow access for pest control, failure to prepare the unit for pest control activities and/or failure to cooperate will result in lease termination. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason, this policy will be strictly enforced.

In accordance with Notice PIH-2012-17, RRHA will comply with all guidance on the rights and responsibilities of HUD, RRHA and the residents with regard to bedbug infestation.

RRHA will respond with urgency to any resident report of bedbugs. Within 24 hours of the resident report or the next working day in the event of a weekend or holiday, RRHA will make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed. However, a bedbug inspection and, if necessary, treatment may take time to schedule. RRHA will

endeavor to take appropriate action within a reasonable time period using the guidelines provided below.

Following a report of bedbugs, RRHA or a qualified third party trained in bedbug detection will inspect the dwelling unit to determine if bedbugs are present. The inspection will cover the unit reporting the infestation and no less than the surrounding units consisting of the units above, below, left and right. RRHA is required to retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified, RRHA will re-inspect the unit(s) periodically over the next several months.

The length, method and extent of the treatment used by RRHA will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

RRHA may not deny tenancy to a potential resident on the basis of the resident having experienced a prior bedbug infestation, nor may give residential preference to any resident based on a response to a question regarding prior exposure to bedbugs. RRHA may not charge a resident to cover the cost of bedbug treatment; such cost shall be covered by RRHA.

Q. Smoke Detectors

1. Residents are responsible for replacing batteries in the smoke detectors in their units if applicable.
2. Notices of lease violation will also be issued to residents who purposely disengage or fail to maintain the apartment's smoke detector. Only one warning will be given. A second incidence may result in lease termination.

R. Unsafe and/or Unsanitary Dwelling Units

General Information

It is the responsibility of RRHA to provide decent, safe and sanitary housing for residents. It is the responsibility of the residents to keep their dwelling units in a decent, safe and sanitary condition as indicated in the Dwelling lease.

When a Property Manager is advised of a condition in a dwelling unit which is unsafe and /or unsanitary, he/she will bring the problem/s to the resident's attention. When other Authority employees find a condition/s in a dwelling unit which is unsafe and/or unsanitary, they will promptly report it to the Property Manager. Under each circumstance, the following steps will be taken:

1. The Property Manager will, within ten (10) business days notify the Resident in writing of the need to inspect the unit and to discuss its condition with the resident. The initial inspection of the unit will be conducted by RRHA management staff utilizing the approved RRHA inspection form to identify deficiencies in the unit. Management will furnish a copy to the Resident.
2. If an unsafe or unsanitary condition exists which is the responsibility of RRHA, such condition will be corrected promptly in accordance with the dwelling lease and RRHA policy.

3. If the Resident is responsible for correcting the condition which is of an emergency nature, the Resident must make the corrections immediately. If correction has not been made within 24 hours, RRHA will make the necessary corrections and the Property Manager will charge the Resident for the corrections or repairs and/or initiate lease termination.
4. If the dwelling unit or premises are damaged or destroyed by fire, casualty, mold or any other cause to an extent that the resident's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or RRHA may terminate the rental in accordance with the dwelling lease. RRHA may initiate a transfer to a comparable unit in accordance with RRHA's transfer policy. Failure to accept a transfer when offered or to vacate the premises when deemed uninhabitable will result in lease termination and further legal action to gain possession of the unit.
5. If the condition is not of an emergency nature, the Resident will be notified in writing that he/she is in violation of the dwelling lease and will be given 21 days to correct the condition. Two Follow-up visits may be made by the RRHA management staff within the next two weeks to ensure that the Resident has corrected the lease infraction. During these visits, the Property Manager will work with the Resident Services Advisor in counseling the family, bringing to their attention unsatisfactory conditions as well as praising them when progress is made.
6. Management staffs are to document each weekly visit using the approved RRHA form. On the second visit, RRHA staff will check to see that the condition has been satisfactorily corrected, and if so, will report back to the Property Manager who will follow up with another home visit to the tenant's unit. If the Property Manager concurs that the Resident has corrected the infraction, he/she will counsel the Resident regarding the "21/30-day notice" to cure a breach and no further legal action will be taken.
7. In instances where a Resident fails to correct the unsafe or unsanitary condition or refuses to cooperate with staff by not attending Housekeeping Training, if referred, the Property Manager will immediately initiate lease termination.

S. Appliances

The PHA supplies stoves and refrigerators in all units. If residents are planning to utilize their own refrigerator in addition to the PHA provided refrigerator, it will be documented and the resident will be responsible for the upkeep and maintenance of their personally owned appliances.

RRHA-owned refrigerators will not be removed from the unit by residents. The site office will be notified to remove an RRHA-owned refrigerator. If the resident-owned appliances are not in acceptable condition according to Uniform Physical Condition Standards (UPCS), RRHA reserves the right to

require the resident to remove or repair that appliances at the resident's expense.

When RRHA corrects an unsafe condition caused by use, misuse, abuse or negligence by a resident, a charge will be made against the Resident in accordance with the List of Standard Charges (copy located in the management office). All contacts with a Resident regarding unsafe and/or unsanitary conditions will be documented and copies of such documentation will be placed in the resident's file.

CHAPTER - 14 LEAD BASED PAINT POLICY

A. Background

The Richmond Redevelopment and Housing Authority (RRHA) will follow the lead of the Department of Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) related to guidance on procedures to eliminate lead-based paint hazards in residential property assisted under the Housing Act of 1937 (42 U.S.C. 1437 et seq.) It is the policy of RRHA to comply with all applicable federal, state, and city legislation and regulations pertaining to the hazards of lead-based paint. This policy will comply with HUD's approach to the Lead Based Paint Poisoning Prevention Act and the subsequent versions of regulations as presented in the Code of Federal Regulations No. 24, Part 35. This policy will also comply with these standards as revised extensively for Public and Indian Housing and the 1992 Residential Lead Based Paint Hazard Reduction Act of the Housing and Community Development Act (42 U.S.C. 4852d) which extended some controls into rental housing. The Reduction Act led to the publication in 1995 of the HUD Guidelines for the Reduction of Lead Based Paint Hazards and the HUD regulations published in 1999. This policy will also comply with the EPA's Renovation, Repair and Painting Final Rule which applies to lead-based paint hazards created by renovation, repair and painting activities that disturb lead-based paint in "target-housing" and "child occupied" facilities.

This policy covers all residential buildings owned and managed by RRHA in its low-income public housing program (LIPH) or RRHA owned housing which is being sold.

With respect to RRHA's LIPH properties, the Lead Safe Housing Rule (LSHR) applies only to units constructed prior to 1978 occupied (or intended to be occupied) by a child under age six (6), the common areas servicing those units and exterior painted surfaces associated with those units and common areas. The Lead Disclosure Rule (LDR) applies to disclosure of lead-based paint and lead-based hazards in most housing constructed prior to 1978 ("target housing") at sale or lease, whether or not they are or will be occupied by a child, and whether it is federally assisted or not. This policy has been adopted to comply with the 42 CFR Part 35, current HUD regulations and the EPA and State recommended work practices. Wherever HUD, EPA, federal, state or city regulations differ, RRHA will follow the more protective standard.

This policy addresses the following issues as they relate to lead-based paint: communication, inspection, worker certification, methods and training, remediation, clean-up and record keeping.

B. Reason(s) for the Policy

The reason for the policy is to prevent exposure to lead-based paint hazards. In general, the older the home, the more likely it has lead-based paint. Many homes

built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978 because of its known health hazards. Subsequent federal, state and local legislation required owners of residential properties to implement notification, monitoring and remediation practices with regard to lead-based paint hazards.

Consistent with this legislation, the fundamental purpose of this policy is to ensure that: 1) residents, personnel and contractors are aware of potential hazards from lead-based paint; 2) lead-based paint hazards are identified, monitored and/or remediated as necessary and 3) workers use lead-safe work practices.

C. Why compliance with the policy is important

About 1 in 22 children in America have high levels of lead in their blood, according to the Centers for Disease Control and Prevention. This amounts to 1.7 million children having blood lead-levels above safe limits, mostly due to exposure to lead-based paint hazards. Lead paint is an invisible danger. Here are some important facts to remember about lead poisoning:

1. The long-term effects of lead poisoning can be severe and often include irreversible damage to the brain and many other organs, learning disabilities, decreased growth, hyperactivity, impaired hearing, and behavioral issues. Lead can also cause abnormal fetal development in pregnant women.
2. New cases of childhood lead poisoning are diagnosed every year. Many more could go unreported.
3. Adults exposed to lead paint can suffer from high blood pressure, headaches, dizziness, diminished motor skills, and fatigue and memory loss. Even small levels of exposure to paint can harm adults.
4. It's not just lead chips that poison. Contamination can be caused by only a little bit of lead dust that is easily absorbed by anyone who inhales or ingests it.
5. Once poisoned, it's for life and can never be reversed.

Because of the serious health risks lead paint poses to people, especially children, the EPA and HUD have begun a stringent effort to enforce the Residential Lead-Based Paint Hazard Reduction Act. Congress has charged EPA and HUD with developing regulations to enforce this act. Enforcement actions have occurred, and substantial fines have been imposed. Failure to comply can result in fines of up to \$63,500 per transaction. The EPA and HUD are carrying out the enforcement independently and jointly with the assistance of the Department of Justice. HUD will generally just show up at a rental office and ask to see lease records. EPA may do a surprise check or may send a letter alerting the owners/managers that they are coming.

HUD plans to focus on compliance with the requirements as they pertain to property rentals and to focus its efforts on properties in large urban areas where there are identified elevated lead blood level (EBL) problems. They decide to do an inspection based upon a call to the lead hotline, referral from a health department of an EBL child, troubled housing determined from housing and code

violations, and random samples. HUD is focusing on “egregious” violations of the law.

Egregious violations include, in general, failure to satisfy the requirements of the Regulations where the housing being sold or leased contains lead-based paint or lead-based paint hazards and is occupied or to be occupied by a pregnant woman or child under the age of 6 years.

There are a total of 11 violations per lease transaction and 13 possible violations per sales transaction. The base amount of the penalty assessed for a violation is based on the nature, circumstances and extent of the harm which may result and may range from \$110 to \$11,000.

Violations of the regulations may also result in criminal penalties if the violation is committed “knowingly and willfully”. These violations may be referred to the Department of Justice for criminal prosecution. Penalties in a criminal case include fines of up to \$11,000 per violation and/or imprisonment for up to one year.

The most common violation, according to the EPA, is failure to disclose knowledge of a lead-based paint test. HUD and EPA have found that many violations resulted when an owner/manager did not comply with the law during a “triggering event”. A “triggering event” is defined as any change in the lease terms. Compliance with the law is required as soon as the first “triggering event” occurs after enactment of the law. These events include an increase in rent, change of unit, change of lease terms, etc. Anything that affects the lease in any way is a “triggering event” for compliance with the law.

In addition, any person who knowingly fails to comply with any provision of 24 CFR Part 35 disclosure requirements shall be subject to civil monetary penalties in accordance with 42 U.S.C. 3545 and 24 CFR Part 30. Any person who knowingly violates the provisions is also jointly and severally liable to the lessee or purchaser in an amount equal to 3 times the amount of damages incurred by such individual.

The EPA has authority to seek civil fines of \$32,500 per offense and an additional criminal fine of \$32,500 plus jail time for knowing and willful violations of the Renovation, Repair and Painting Rule requirements. The EPA can also revoke certification for a Certified Firm or a Certified Renovator who violates Renovation, Repair and Painting Rule requirements. Violators may be both Certified Renovation Firms and non-certified contractors who are not aware of or have ignored the requirement to become a Certified Renovation Firm.

D. Who is governed by this Policy?

RRHA employees and contractors who perform and/or supervise repair or renovation work and/or communicate about lead-based paint issues in RRHA housing and RRHA staff who lease units must comply with this policy. In addition, residents living in RRHA properties are required by law to comply with this policy.

E. Who Should Know This Policy

Senior Executive Officers, Vice Presidents, Director of Property Management, Director of Maintenance, Procurement staff, Project Managers, Senior

Administrative Officers, RRHA AMP management and maintenance staff, Tenant Selections Staff, Hearing Officer, Central Maintenance staff, contractors or anyone that manages , supervises, eases, or otherwise does work in RRHA properties must be familiar with this policy.

F. Exemptions to this Policy

The following properties are exempt from the Lead Disclosure Rule (LDR) and/or the Lead Safe Housing Rule (LSHR) under 24 CFR Part 35.115. The regulation that establishes such exemptions are shown.

1. Post 1977 housing (1978 and newer) [§ 35.82, § 35.115(a)(1)]
2. Zero-bedroom units (e.g., SRO, efficiency) [§ 35.82, § 35.115(a)(2)]
3. Property dedicated as elderly housing (i.e., age 62 or older) with no child under age 6 residing or expected to reside in the unit [§35.82, 3§5.115(a)(3)]
4. Housing dedicated for the disabled with no child under age 6 residing or expected to reside in the unit [§ 35.82, § 35.115(a)(3)]
5. Property certified as lead safe through a paint inspection conducted in accordance with 40 CFR [§ 745 35.82(b), § 35.115(a)(4)]
6. Property where all lead-based paint has been identified and removed with a qualified clearance examiner reporting the project passed clearance [§ 35.82(b), § 35.115 (a)(5), § 35.1340]
7. Unit that will be occupied for a total of less than 100 days under emergency leasing assistance to eligible households [§ 35.82(c), §3 5.115 (a) (11)]
8. An unoccupied dwelling unit or residential property that is to be demolished, provided the unit or property will remain unoccupied until demolition [§ 35.115 (a)(6)]
9. A property or part of a property that is not used and will not be used for human residential habitation [§35.115(a)(7)]
10. Rehabilitation or maintenance activities that do not disturb painted surfaces [§ 35.115 (a)(8)]
11. Emergency actions [§ 35.115(a)(9)]

G. Policy Text

The management of lead-based paint hazards in residential buildings operated by RRHA is guided by existing federal and local legislation. This policy contains exact language from 24 CFR Part 35 related to the disclosure of and procedures to eliminate known lead-based paint and/or lead-based paint hazards in residential property assisted under the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq). This policy does not include housing assisted under section 8 of the 1937 Act. This following summary is intended to provide information but cannot cover all of the Important and relevant information governing the policy and lead-based paint legislation. Website links and additional resources for agencies that monitor

compliance with the legislation and include more detailed information can be found at the end of this policy.

H. Disclosure Requirements for Sellers and Lessors §35.88

The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to 24 CFR Part 35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. The seller or lessor shall:

1. Provide the purchaser or lessee with an EPA approved lead hazard information pamphlet in accordance with 35.130. Such pamphlets include the EPA document entitled *Protect Your Family from Lead in Your Home* (EPA – 747-K-94-001) or an equivalent pamphlet that has been approved for use in the State by EPA.
2. Disclose to each purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards in the target housing as a whole.
3. Disclose to each agent the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

If any of the disclosure activities identified in this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

I. Opportunity to conduct an evaluation §35.90

1. Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
2. Notwithstanding paragraph 1 of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

J. Certification and acknowledgment of disclosure §35.92

1. Seller Requirements.

Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish):

- a. A Lead Warning Statement consisting of the following language: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- b. A statement by the seller disclosing the presence of know lead-based paint and/or lead-based paint hazards in the target housing being sold indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the know lead-based paint and/or lead-based paint hazards such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- c. A list of any records available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate.
- d. A statement by the purchaser affirming receipt of the information set out in paragraph 2 and 3 of this section and the lead hazard information pamphlet required under section 15 U.S.C. 2696.
- e. A statement by the purchaser that he/she has either:

- i. Received the opportunity to conduct the risk assessment or inspection required by §35.90(a); or
 - ii. Waived the opportunity.
- f. When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that:
 - i. The agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d; and
 - ii. The agent is aware of his/her duty to ensure compliance with the requirements of this subpart.
- g. The signatures of the sellers, agents and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with dates of signature.

2. Lessor Requirements.

Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish):

- a. A Lead Warning Statement consisting of the following language:
 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known-lead based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning.
- b. A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
- c. A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
- d. A statement by the lessee affirming receipt of the information set out in paragraph 2 and 3 of this section and the required lead hazard information pamphlet required under 15 U.S.C. 2696.

- e. When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that:
 - i. The agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d; and
 - ii. The agent is aware of his/her duty to ensure compliance with the requirements of this subpart.
- f. The signatures of the lessors, agents and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

3. Retention of certification and acknowledgment information.

- a. The seller, and any agent, shall retain a copy of the completed attachment required under paragraph (A) of this section for no less than three (3) years from the completion date of the sale. The lessor and any agent shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (B) of this section for no less than three (3) years from the commencement of the leasing period.
- b. This recordkeeping requirement is not intended to place any limitations on civil suits under the Act or to otherwise affect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. 4852d(b)(3).
- c. The Seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgements language required under this section.

K. De Minimis Levels

De Minimis levels are exceptions to safe work practices and defined as work which as in HUD's Lead Safe Housing Rule (LSHR) disturbs less than:

- 1. 20 square feet on exterior surfaces;
- 2. square feet in any one interior room or space; or
- 3. 10% of the total surface area on an interior or exterior type of component with a small surface area that contains lead-based paint (examples include window sills, baseboards, and trim).
- 4. EPA has defined minor repair and maintenance activities in the Renovation, Repair and Painting Rule (RRP) as:
- 5. 20 square feet per side of painted surfaces on the exterior; or
- 6. 6 square feet per room of painted surfaces on the interior.
- 7. Minor repair and maintenance activities do not include window replacement, demolition or activities involving prohibited practices.

8. The entire surface area of a removed component is the amount of painted surface disturbed. Work other than emergency renovations, performed within a 30-day period must be considered the same job when determining the amount of painted surfaces.
9. Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:

Note: The HUD Lead Safe Housing Rule applies to every home built prior to 1978 that receives Federal housing assistance where greater than HUD's de minimis amounts of painted surfaces will be disturbed. In determining de minimis levels for safe work practices, RRHA will use the more protective standard defined within the LSHR.

L. Lead Triggered Activity

A lead-triggered activity is anything that is a lead hazard, or reduces a lead hazard, including:

1. Child has a blood test result at the Environmental Intervention Blood Lead Level (EIBLL);
2. Any defective paint surface (until tested to be non-lead);
3. Any rehabilitation work greater than the *de minimis levels* disturbing a lead painted surface to be performed with safe work practices; or
4. Any abatement activities from a risk assessment

M. Course of Action

For any lead-triggered activity, RRHA shall take the following actions:

1. Determine the level of hazard evaluation and reduction (24 CFR 35.915-930)
2. Presume lead or evaluate (option – 24 CFR 35.120); evaluation is recommended.
3. Perform Lead Paint Inspection and/or risk assessment and/or Lead Hazard Screen by licensed personnel.
4. Include in the “scope of work” for lead activities the interim controls and/or abatement recommendations from a risk assessor and safe work practices for items determined to be lead paint.
5. Determine impact of “occupant relocation” requirements (24 CFR 35.1345).
6. Based on results of Lead Paint Inspection and/or risk assessment and/or Lead Hazard Screen, establish contractor qualifications (see Safe Work Practices 24 CFR 35.1325-1330), safe work practices to be used (including occupant protections), and achieve clearance in bid invitation and contract.
7. Relocate occupants and belongings, if necessary (24 CFR Part 35.1345).
8. Supervise work so that “Safe Work Practices” at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are

protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance, certification is made that Safe Work Practices have been followed.

9. Collect lead dust wipe and soil clearance samples upon completion of the work.
10. Achieve clearance and obtain report approvals after all rehab work is done.

N. Evaluation of RRHA properties §35.1115

1. A lead-based paint inspection shall be conducted in all public housing unless a lead-based paint inspection that meets the conditions of §35.165(a) has already been completed.
2. In cases where evaluation or hazard reduction is undertaken, RRHA shall provide notice to residents in accordance with §35.125. (A visual assessment alone is not considered an evaluation for purposes of this part). Residents will be provided with a “Notice of Hazard Evaluation” (or presumption) within 15 calendar days of the date when the evaluation is received or the presumption is made in accordance with §35.125(a).
3. If a lead-based paint inspection conducted on any residential property owned or managed by RRHA finds the presence of lead-based paint, or if no lead-based paint inspection has been conducted, RRHA shall conduct a risk assessment unless a risk assessment that meets the conditions of §35.165 has already been completed.
4. When RRHA advertises a construction contract (including architecture/engineering contracts) for bid or award or plans to start force account work, RRHA shall not execute such contract until a lead-based paint inspection and, if required, a risk assessment, has taken place and any necessary abatement is included in the modernization budget, except for contracts solely for emergency work in accordance with §35.115(a)(9). The Director of Procurement and all other RRHA staff involved in the procedure to procure services of this type shall ensure compliance with all requirements of 24 CFR Part 35 and this policy.
5. RRHA shall amend five-year funding request plans for CIAP and CGP to include funding for lead-based paint activities when necessary.

O. Evaluation and Hazard Reduction before acquisition and development §35.1125

1. For each residential property constructed before 1978 and proposed to be acquired for a family project (whether or not it will need rehabilitation) RRHA will conduct a lead-based paint inspection and risk assessment for lead-based paint hazards in accordance with §35.1320.
2. If lead-based paint is found in a residential property to be acquired, the cost of evaluation and abatement shall be considered when making the cost

comparison to justify new construction, as well as when meeting maximum total development cost limitations.

3. If lead-based paint is found, compliance with 24 CFR Part 35, Subpart L is required, and abatement of lead-based paint and lead-based paint hazards shall be completed in accordance with §35.1235 before occupancy.
4. RRHA requires a physical needs assessment for all proposals for the development or rehabilitation of new or existing public housing units. The physical needs assessment must include an assessment of the presence or suspected presence of lead-based paint, asbestos or mold for all proposals.
5. Developers must submit the following documents with their proposals:
 - a. Phase I Environmental Report with potential lead hazard identified for buildings constructed prior to 1978;
 - b. Lead Hazard Evaluation Procedures; and
 - c. Lead Hazard Reduction Procedures.
6. As a result of the developer submission review, RRHA staff shall indicate the required lead hazard reduction work and protective measures to be followed during construction.
7. Prior to the award of the contract with RRHA, the developer shall provide:
 - a. Tenant Notification Procedures;
 - b. Lead Clearance;
 - c. Contractor's Abatement License; and
 - d. Ongoing Maintenance Procedures, if required.

P. Lead Hazard Evaluation Methods and Qualifications

1. **Visual Assessment.** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling or chipping paint. This assessment does not identify the presence of lead, only the potential danger. The assessment is performed by either a licensed risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment (per self-administered HUD internet course at <http://www.hud.gov/offices/lead>).
2. **Lead Paint Inspection.** A lead-based paint inspection is a surface-by-surface investigation to determine the presence of lead-based paint through XRF analyzer testing and laboratory analysis. Lead Paint Inspections must be conducted by state licensed lead paint inspectors or risk assessors.
3. **Risk Assessment.** A risk assessment is a comprehensive investigation of a dwelling to identify lead-based paint hazards that include paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A licensed risk assessor must conduct the assessment.

4. **Lead Hazard Screen.** A lead hazard screen is similar to a risk assessment. The sampling is less extensive, but the requirements are more stringent. If the unit fails the lead hazard screen, then a full risk assessment must be performed. The screen must be performed by a licensed risk assessor.

Q. Hazard Reduction

1. RRHA shall, in accordance with §35.1325, abate all lead-based paint and lead-based paint hazards identified in evaluations conducted in residential properties owned by RRHA pursuant to §35.1115. RRHA shall abate lead-based paint and lead-based paint hazards in accordance with §35.1325 during the course of physical improvements conducted under modernization of any residential properties owned by RRHA.
2. In all housing where abatement of the lead-based paint and/or lead-based paint hazards required in paragraph 1 of this section have not yet occurred, RRHA will conduct interim controls, in accordance with §35.1330, of the lead-based paint hazards identified in the most recent risk assessment.
3. RRHA shall complete interim controls of dwelling units in which any child who is less than six (6) years of age resides and common areas servicing those dwelling units within 90 days of the evaluation.
4. RRHA shall complete interim controls in dwelling units not occupied by families with one or more children of less than six (6) years of age, common areas servicing those units and the remaining portions of the residential property no later than 12 months after completion of the evaluation conducted under §35.1115.
5. For lead reduction activities that are performed on properties owned by RRHA, RRHA requires the contractor supervisor to be certified as a lead – based paint specialist and trained in Safe Work Practices. A copy of the contractor's Lead Abatement Contractor license is required prior to conversion/permanent closing.
6. Following completion of any reduction activities, residents will receive a "Notice of Hazard Reduction & Clearance" no more than 15 calendar days after the hazard reduction activities have been completed in accordance with §35.125(b)(1).
7. Clearance must be performed by a licensed Risk Assessor after all rehab work is done, with a copy of the clearance report and qualifications of the Risk Assessor sent to RRHA prior to
8. RRHA shall incorporate ongoing lead-based paint maintenance and reevaluation activities into regular building operations in accordance with §35.1355. In accordance with §35.115(a)(6) and (7), RRHA understands that this requirement does not apply to a development or part thereof if it is to be demolished or disposed of in accordance with disposition requirements in part 970 of this title, provided the dwelling unit will remain unoccupied until demolition, or if it is not used and will not be used for human habitation. Ongoing

lead –based paint (LBP) maintenance shall not be required if no LBP exists or it was removed.

R. Lead Hazard Reduction Methods

1. **Paint Stabilization.** Paint stabilization reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal and repainting or abatement.
2. **Interim Controls.** Interim controls are temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs §35.1330. Interim control methods require safe practices and include:
 - a. **Paint Stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.
 - b. **Treatment for friction or impact surfaces** – If lead-based paint is found and acceptable levels or is presumed to exceed it, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this include re-hanging binding doors, installing door stop, or reworking windows.
 - c. **Treatment for chewable surfaces**-If a child under six has chewed surfaces known to contain lead-based paint or if lead –based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable
 - d. **Lead contaminated dust control**-All horizontal surfaces that are rough, pitted or porous such as bare floors, stairs, window sills and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed, or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.
 - e. **Lead-contaminated soil control**-If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark and sod as well as land use controls such as fencing, landscaping and warning signs.

Interim Controls (including standard treatments) under 24 CFR 35.1330 requires that workers should be trained in accordance with the OSHA Hazard Communication Requirements (29 CFR 1926.59) and either be supervised by an individual certified as a lead-based paint abatement supervisor or must have successfully completed one of the following courses:

- i. LBP abatement worker or supervisor (40 CFR 745.225)
- ii. Operations and Maintenance
- iii. Remodeler's and renovator's Lead-Based Paint Training program developed by HUD and the National Association of Remodeling Industry; or

- iv. An equivalent course approved by EPA or HUD
- 3. **Abatement.** Abatement permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components that have lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who have successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a state program authorized by EPA or conducted by EPA.

S. Safe Work Practices §35.1350

- 1. **Prohibited Methods of Paint Removal §35.140:** The following methods *shall not be used* to remove paint that is, or may be, lead-based paint:
 - a. Open flame burning or torching;
 - b. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust system;
 - c. Abrasive blasting or sandblasting without HEPA local exhaust control;
 - d. Heat guns operating above 1100 degrees Fahrenheit or charring the paint;
 - e. Dry sanding or scraping, except dry scraping in conjunction with heat guns or within 1.0ft (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in any one interior room or space or totaling no more than 10 sq. ft. on exterior surfaces; or
 - f. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59 as applicable to the work.

T. Occupant Protection §35.1345

Occupants shall not be permitted to enter worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required is achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- 1. Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;

2. Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
3. Treatment of the interior will be completed within one period of eight daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or
4. Treatment of interior will be completed within five calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities. (HUD Interpretive Guidance – the term “interior work” refers to work in a single room.)

The dwelling units and the worksite shall be secured against unauthorized entry, the occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed.

U. *Worksite Preparation §35.1345*

The worksite shall be prepared to prevent the release of leaded dust and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during the worksite preparation.

A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present, at each main and secondary entryway to a building from which occupants have been relocated, or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

V. *Specialized Cleaning*

After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are unsuccessful in cleaning up dust-lead hazards, such as a HEPA vacuum or other methods of equivalent efficacy and lead-specific detergents or the equivalent.

W. Worker Protection

Prior to the start of any stabilization, demolition and/or renovation work that will impact building components with lead-based paint, the contractor performing the work must have a written respiratory protection program in place (OSHA 29 CFR 1910.134), documentation indicating that his or her workers have had medical surveillance, are medically cleared to wear a respirator and have passed a qualitative fit test.

In accordance with OSHA 19 CFR 1926.62 (Lead in Construction Standard), an initial employee exposure assessment must be conducted (through personal lead air monitoring) during stabilization, renovation and/or demolition activities that will impact building components with lead-based paint. Respiratory protection will be required for each activity until air monitoring may prove exposures are below the Permissible Exposure Limit (PEL).

X. Child with an environmental intervention blood lead level §35.1130

1. Within 15 days after being notified by a public health department or other medical health care provider that a child of less than six (6) years of age living in a public housing development has been identified as having an environmental intervention blood lead level (EIBLL), RRHA shall complete a risk assessment of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the dwelling unit. The risk assessment shall be conducted in accordance with §35.1320(b) and is considered complete when RRHA receives the risk assessment report. These requirements apply regardless of whether the child is or is not still living in the unit when RRHA receives the notification of the environmental intervention blood lead level. These requirements shall not apply if RRHA has conducted a risk assessment of the unit and common areas servicing the unit between the date the child's blood was last sampled and the date when RRHA received the notification of the environmental intervention blood lead level. These requirements shall also not apply if the public health department has already conducted an evaluation of the dwelling unit.
2. After receiving information from a person other than a medical health provider that a child of less than six (6) years of age living in a public housing development may have an environmental intervention blood lead level, RRHA shall immediately verify the information with the public health department or other medical health care provider. If that department or provider verifies that the child has an environmental intervention blood lead level, such verification shall serve as notification, and RRHA shall take the action required in paragraph 1 and 3 of this section.
3. Within 30 days after receiving the report of a risk assessment conducted in accordance with paragraph 1 of this section or the evaluation from the public health department, RRHA shall complete the reduction of lead-based paint hazards identified in the risk assessment in accordance with §35.1325 or §35.1330. Hazard reduction is considered complete when clearance is

achieved in accordance with §35.1340 and the clearance report states that all lead-based paint hazard reduction is complete. These requirements do not apply if RRHA, between the date the child's blood was last sampled and the date the owner received notification of the environmental intervention blood lead level, already conducted a risk assessment of the unit and common areas servicing the unit and completed reduction of identified lead-based paint hazards.

4. RRHA shall notify residents of any evaluation or hazard reduction activities in accordance with §35.125.
5. RRHA shall report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 working days of being so notified by any other medical health care professional.
6. RRHA shall also quarterly ask the health department for the names and addresses of EIBLL children, and provide the health department with updated addresses of assisted units.
7. RRHA shall also report each known case of a child with an environmental intervention blood lead level to the HUD field office.
8. If the risk assessment conducted pursuant to paragraph 1 of this section identifies lead-based paint hazards and previous evaluations of the building conducted pursuant §35.1320 did not identify lead-based paint or lead-based paint hazards, RRHA shall conduct a risk assessment of other units of the building in accordance with §35.1320(b) and shall conduct interim controls of identified hazards in accordance with the schedule provided in §35.1120(c).

Y. Lead Hazard Criteria

Dust – Federal Thresholds for Lead Contamination (in micrograms per square foot)

Floors < 40 micrograms per square foot (40 µg/ft²) Interior window sills <250 µg/ft²
Window troughs (Clearance only) < 400 µg/ft²

Paint -Definition of Lead-Based Paint

Paint or other surface coatings that contain:

| | |
|--------------------|---|
| XRF (On-Site Test) | ≥ 1.0 milligrams per square centimeter (mg/cm²) |
| AAS (Laboratory) | ≥ 0.5 % lead or 5,000 parts per million lead by dry weight |
| CPSC (1978 law) | ≥ 0.06% or 600 ppm of lead (maximum lead concentration for residential paints only) |

Air (OSHA)

| | |
|----------------------------------|---|
| Action Level (AL) | ≥ 30 micrograms per cubic meter (µg/m³) |
| Permissible Exposure Limit (PEL) | ≥ 50 µg/m³ |

Soil -Federal Thresholds for Bare Soil Contamination (in micrograms per gram: equivalent to parts per million)

| | |
|---|-----------------|
| Play areas used by children under age 6 | < 400 µg/gram |
| Other areas, if more than 9 ft ² in total area of bare soil per property | < 2,000 µg/gram |
| Abatement required by HUD | < 5,000 µg/gram |

Waste – (EPA – Under RCRA, there are four characteristic tests. The two not shown below are Ignitability and Reactivity. The two types of characteristic tests show below are the types that fail most often.)

| | |
|------------------|---|
| Toxicity (TCLP) | ≥ 5 parts per million (PPM) – 7 other metals also |
| Corrosivity (pH) | < 2.0 pH units or > 12.5 pH units |

Water – (EPA – SDWA)

| | |
|----------------|------------------------------|
| Drinking Water | < 15 parts per billion (PPB) |
|----------------|------------------------------|

Blood

| | |
|-----------------------|--|
| OSHA (Adult) | < 40 micrograms per deciliter (µg/dl) 2 @ ≥ 50 µg/dl – requires medical removal |
| CDC (Children/ EIBLL) | ≤ blood lead level of 20 µd/dl of whole blood for a single test ≤ blood lead level of 15-19 µg/dl in two tests taken at least three months apart |
| (Adults) | ≤ 25 µg/dl (recommendation) |

Z. Resources on Lead Based Paint Regulations

1. HUD’s Lead Safety Regulation – 24 CFR Part 35

Requirements for Notification, Evaluation and Reduction of Lead –Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999). www.usa.gov/

2. Lead Disclosure Rule

3. Lead Safe Housing Rule

4. HUD Interpretive Guidance on the Lead Disclosure Rule (September 21, 2000)

5. HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards
www.hud.gov/offices/lead/lbp/hudguidelines/

6. PIH Guidance on the Lead-Safe Housing Rule and Lead Disclosure Rule for Field Office Staff

7. HUD Office of Healthy Homes & Lead Hazard Control (OHHLHC)
www.hud.gov/offices/lead Regulation hotline: (202) 755-1822, ext. 104

Email: [lead_regulations @HUD.gov](mailto:lead_regulations@HUD.gov)

8. **National Lead Information Clearinghouse (NLIC)** To receive information or for questions on lead-based paint and lead regulations (NLIC) 1-800-424-LEAD
www.epa.gov/lead/nlic.htm www.epa.gov/lead/pubs/brochure.htm
9. **EPA's Pre-Renovation Education brochure, "The Lead-Based Paint Pre-Renovation Education Rule: A Handbook for Contractors, Property Managers, and Maintenance Personnel"**
10. **PIH website where toolkits, regulations and other information**
www.hud.gov/office/pih
11. **The National Center for Lead Safe Housing** Implementing HUD's Lead-Safety Regulation , Internet Guide to the Rule, Model Documents and Specifications Hotline 1 (888) LEADLIST www.leadssafehousing.org
12. **The U.S. Centers for Disease Control and Prevention's lead website**
www.cdc.gov/nceh/lead
13. The pamphlet, **Protect Your Family from Lead in Your Home**, EPA #747-K99-001 (English & Spanish) and background materials can be obtained from the National Lead Information Center (NLIC) at (800) 424-5323. A reproducible black & white copy of the pamphlet is available at no cost by calling EPA's Pacific Southwest Regional Office at (415) 947-4164. You may print a copy of the pamphlet from www.epa.gov/region09/toxic/lead/DisclosureRule.html. Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.

***Please be advised that Tenant Selection does currently provide this booklet to all applicants upon determining eligibility. The acknowledgement form is placed in the folder that is forwarded from Tenant Selection.**
14. **The National Conference of State Legislature's website which contains state lead statutes**
www.ncls.org/programs/enviro/health/leadStatutesdb.cfm
15. **The Lead Listing (for HUD)** List companies providing lead services and training opportunities www.leadlisting.org 1-888-LEADLIST
16. **The Environmental Network** List companies providing lead services
www.environmentalnetwork.com
17. **Public Housing Occupancy Handbook, 7645.1**
www.hug.gov/offices/adm/hudclips; click on forms

CHAPTER 15 TRANSFER POLICY

Purpose

It is the policy of RRHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements.

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions.

RRHA will always consider a request to transfer as a reasonable accommodation for a person with a disability

Property Management may deny transfers when the family is not in good standing with RRHA due to serious or repeated lease violations. This may include non-payment of rent, housekeeping, history of disturbances, destruction of property, etc.

RRHA will not to grant a unit transfer simply to accommodate neighbors who “cannot get along.” Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.

For purposes of this transfer policy the "sending development" refers to the unit the family is leaving and the "receiving development" refers to the unit to which the family is transferring.

A. The Transferring of Security Deposits

RRHA will charge the families for any damages to the previous unit.

Security deposits will not be transferred from the sending development to the receiving development. Payment of a new security deposit will be required for all transfers. RRHA reserves the right to accept payment of the new deposit in installments. Any payment in installments will be handled in accordance with the policy for payment agreements as outlined in Chapter 18 – Debts to RRHA.

Move-out charges will be posted to the previous unit. Any remaining balance in the previous unit will be applied to the security deposit in accordance with the policy for security deposits at termination as outlined in Chapter 8 – Leasing. The office of the receiving development is responsible for collecting any charges due RRHA.

The transferring tenant has 30 days to pay the outstanding balance in full or sign a repayment agreement with the receiving AMP Manager. The receiving AMP will initiate the re-payment agreement and collect payments.

B. Mandatory Transfers

The following transfers constitute a mandatory transfer and take precedence over all new admissions and all other approved transfer requests. These transfers are

based on availability of the appropriate location, size and features of the available units:

1. Life Threatening/Emergency Transfers (which may include transfers of verified VAWA victims and their affiliated individuals as outlined in Chapter 2-Fair Housing, Paragraph E(2))
2. Modernization, Revitalization, Rehabilitation, Disposition or Demolition Transfers
3. Reasonable Accommodation Transfers

C. Emergency Transfers

Emergency Transfers are mandatory when conditions in the resident's unit, apartment building, or at the property pose an immediate or dire verifiable threat to the resident's life, health or safety that cannot be repaired and/or abated within 24 hours, as determined by RRHA or by other agencies. In these instances, the current apartment has become uninhabitable and immediate relocation is required. The following are examples of when emergency transfers within or between sites may be made:

1. Destruction of unit by fire, occurrence of natural and unnatural circumstances, or other disasters;
2. The existence of a major maintenance problem that constitutes a serious danger to the health and safety of a resident that cannot be repaired in a reasonable period of time or while the apartment is occupied; or
3. To alleviate verified medical problems of a life-threatening nature; or
4. To protect members of a household from attack or reprisal by the criminal element in a particular property or neighborhood, who are victims of or witnesses to crimes and face reprisals as documented by law enforcement in which:
 - a. Family member(s) are the victim or witness of actual or threatened criminal activity that occurred recently and is of a continuing nature; and
 - b. The family member has provided information on criminal activities to law enforcement agency; and
 - c. Based on a threat assessment, a law enforcement agency recommends rehousing the family to avoid or minimize a risk of violence, attack or reprisal against family members for providing such information.
5. To protect members of a household who have been victims of one or more hate crimes in which:
 - a. The family wishes to transfer from the unit because of such crime or the fear associated with such crime has destroyed the family's peaceful enjoyment of the unit; and
 - b. The hate crime involved occurred recently or is of a continuing nature.

- c. "Hate crime" means actual or threatened physical violence or intimidation that is directed against a person or his property and that is based on the person's race, color, religion, sex, national origin, disabled or familial status.

D. Modernization, Revitalization, Rehabilitation, Disposition or Demolition

Modernization, Revitalization, Rehabilitation, Disposition or Demolition transfers are RRHA initiated and are mandatory.

RRHA will relocate a resident family with reasonable written notice when the apartment or property in which the resident family lives is undergoing major modernization or rehabilitation that requires the apartment to be vacant or the apartment is being disposed of or demolished.

If an RRHA relocation plan calls for transferring Public Housing families to other Public Housing units, affected resident families will be given reasonable written notice and placed on the Transfer Waiting List.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if applicable under the Uniform Relocation Act provisions, and may be allowed to return to their apartment, depending on the established contractual and legal obligations, once revitalization or rehabilitation is complete.

E. Reasonable Accommodation

Consistent with its Reasonable Accommodation Policy, RRHA will transfer resident families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the family's existing apartment. Examples of the types of Reasonable Accommodation requests warranting a transfer may include:

1. The need to be in a ground floor apartment or an apartment with an accessible path if a household member is unable to climb stairs.
2. The need for a fully accessible apartment.
3. The need to be located near a required treatment facility or to be closer to transportation in order to get to a required treatment facility.
4. The need for a live-in aide.

F. Transfers to Make an Accessible Apartment Available to a Disabled Family

In accordance with the RRHA Reasonable Accommodation policy on occupying accessible units, in the event an apartment with accessible features is occupied by a family that does not require those features, RRHA will initiate a transfer when a disabled resident or applicant requiring the accessible apartment is identified and a non-accessible apartment without accessible features becomes available.

Non-disabled families living in units with accessible features will be given 30 days' notice when a disabled resident or applicant is identified who needs the features in the apartment.

These types of transfers are initiated by RRHA and are mandatory for the resident.

G. Administrative Transfers

Administrative Transfers are transfers that are non-emergency in nature and are the result of changes in family composition, property designation, or policy changes implemented by RRHA. The following constitutes Administrative Transfers:

1. Occupancy Standards/Over-Housed/Under-Housed
2. Designated Housing Voluntary Transfers
3. Families with Minor Children Living in High Rise Buildings
4. Inter-Program Transfers
5. Incentive Transfers
6. Employment Incentive Transfers

H. Occupancy Standards/Over-Housed/Under-Housed

RRHA will transfer resident families when the family size has changed, and the family is now larger (under-housed) than the PHA's maximum number of persons per unit standard or smaller (over-housed) than the minimum number of persons per unit standard for the unit the family is occupying. Occupancy Standards transfers may be initiated by RRHA or the resident. Occupancy Standards transfers are mandatory.

I. Designated Housing Voluntary Transfers

Families living in a building that is designated for a different family type (i.e., an elderly family living in a building designated for non-elderly disabled families) may request a transfer to a building that is designated for their family type.

J. Families with Minor Children Living in High Rise Buildings

RRHA high rise buildings are typically designated elderly. From time to time families living in these buildings will add minor children to their households. RRHA will initiate transfers for families living in high rise buildings who add minor children to the household. Transfers from high rise buildings due to the addition of minor children are mandatory.

K. Inter-Program Transfers

Inter Program Transfers are implemented when a Public Housing Residents transfers from Public Housing to the Housing Choice Voucher program. Public Housing residents who qualify for Inter-Program Transfers will be placed on the HCV Wait List and offered a voucher in accordance with HCV Wait List preferences and admission policies. Families must meet program eligibility and transfer

screening requirements in order to secure this type of transfer. If the resident's rent is not current, they will not be able to complete the transfer process until the past due balance is paid in full.

L. Incentive Transfers

Incentive transfers will be offered to residents who have good rental and lease compliance histories and want to move to units other than those they currently occupy.

In the event of re-occupancy of a RRHA site, Richmond Redevelopment and Housing Authority may occupy recently modernized, rehabilitated or revitalized and scattered site units through an incentive transfer process. Depending upon RRHA's vacancy status, modernized units may be filled with incentive transfers, new applicants, or a combination of both. RRHA reserves the right to fill units of the above types in a manner that has the least impact on vacant units.

In order to be considered for an incentive transfer the following criteria must be met:

1. Resident request for incentive transfers must be made to the Property Manager or their designee.
2. Property Managers may recommend a resident for an incentive transfer.
3. Residency in a RRHA development for at least two years.
4. Rent Payment History: The resident has not paid rent late more than 3 times in a year, nor does the resident have an unpaid balance owing rent, damages, or other charges unless previous arrangements for repayment have been made and at least 9 months of regular payments are verified as current. Late rent payments are defined as rent paid late in accordance with the lease provisions.
5. Utility Bills: For developments with resident paid utilities, residents will have no outstanding or current delinquent debts owed to a utility provider. An allowance will be made for residents who provide proof of being on a payment plan, in good standing and that the utility provider is willing to establish an account in the resident's name.
6. Criminal Activity/Drug Activity: The resident or household member has no prior felony convictions or been evicted from any Federally-assisted housing for drug-related activities in the past three years:
 - a. Felony conventions will be screened in accordance with the chapter on Eligibility and Screening.
 - b. The resident or family member is not currently engaged in illegal drug use. Exceptions may be made for residents enrolled in recognized rehabilitation program.
 - c. The resident or family member is not currently engaged in criminal activity.
 - d. The resident or family member is not registered on any states' sex offender registry.

7. **Good housekeeping Habits:** Good housekeeping habits substantiated by favorable annual, interim, preventive maintenance inspection forms and work order requests documented in the resident's file. The resident's housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit, including conditions that may exhibit foul odors, dirty and/or disarrayed, unattractive surroundings.
8. **Income and Family Composition:** No previous misrepresentation of income and family composition documented in the tenant file by refusal to cooperate fully in all aspects of the annual/interim review process, failure to provide previously requested documentation to complete the annual/interim review and supplying fraudulent information relative to total family income and total family composition.
9. **Destruction of Property:** No willful destruction of RRHA or other landlord property is documented in the resident's file. This includes all members of the household and visitors.
10. **History of Disruptive Activities:** No record of investigated and proven complaints of disruptive activities taking place in the household. No history of founded disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the resident's file. This includes all members of the household and visitors. Complaints must be documented in the resident's file. Disruptive activities are those which interfere with the health, safety, security or right to peaceful enjoyment of the premises by other residents.
11. **Resident /Primary leaseholder who has not violated his/her lease agreement with RRHA**
12. **Resident/Primary leaseholder who is employed (at least 30 hours per week), enrolled in job training program, or other educational activity that will lead to employment. Exemption is made for the following:**
 - a. Elderly ages 62 and older
 - b. Disabled, per federal and state definitions
 - c. Primary caretaker of a disabled individual and parents with young children under one year old.
13. **All household members who are 18 years of age and older must be employed, attending school as a full-time student, or enrolled in an approved job training program.**

No exceptions will be granted for the criteria established for incentive transfers.

Selection for incentive transfers may be done through a lottery process.

M. Hierarchy of Transfers

On an annual basis, RRHA will review its current occupancy goals and objectives and, based on that review, establish a ratio of new admissions to transfers. The

established ratio of new admissions to transfers will be 10 to1; meaning for every 10 new admissions there will be1 transfer. This ratio does not apply to emergency transfers.

Within each category transfers will be processed in order of the date and time of the resident transfer request.

N. Verification of Resident Initiated Transfers

Residents are required to provide reliable documentation of the reason for a resident initiated transfer. If verification for the reason for transfer is not provided, the request for transfer will be denied. Such verifications may include the following:

1. Third party verification from a healthcare provider verifying the need for the transfer based on the disability of a member of the household
2. Medical reports
3. Proof of familial relationship or custody;
4. Divorce decree;
5. Change in family composition

O. Verification of RRHA Initiated Transfers

RRHA will include documentation in the resident file verifying agency initiated transfers such documentation may include the following:

1. UPCS Inspection reports
2. Fire department reports
3. Demolition/disposition application filed with HUD; and
4. Schedule of work identifying units to be addressed.

P. Transfer Screening/Good Standing Criteria

Resident households who have requested transfers will undergo screening to determine if the household is in “good standing”. Households must be in “good standing” in order to be placed on the transfer wait list, unless RRHA waives this requirement. RRHA may waive the “good standing” requirement when it determines that the transfer is essential. Emergency transfers may be initiated prior to the completion of the good standing determination.

In order to be determined a resident in “**good standing**”, the household must:

1. Have been current on rent without an unpaid balance at any time in the 12 months prior to the request for transfer
2. Have been compliant under a repayment agreement that was initiated more than 12 months prior to the transfer request
3. Have been compliant under a repayment agreement that was initiated less than 12 months prior to the transfer request

4. Have been compliant with the terms of the dwelling lease and any additional terms required to be added to the lease by Federal law;
5. Only lease violations that occurred within the last 12 months from the date of transfer request will be considered. Violations older than 12 months from the date of transfer request will be considered only if the violations are repeated and/or serious in nature. Violations of the lease must be documented by notices of lease violations and filed in the residents' folder.
6. Have met housekeeping standards by meeting the following criteria Don't have any housekeeping violations. Have not destroyed, defaced, damaged, or removed any part of a unit or development as documented by housekeeping inspection reports, counseling sessions, or work order reports.

Q. Processing Transfers

RRHA's will maintain a centralized Transfer Waiting List to ensure that transfers are processed in the correct order and that procedures are uniform across all developments. The list will be maintained in cooperation with the Property Manager and/or their designee to achieve the following goals.

1. Resident initiated transfer requests should be submitted to the Management Office.
2. Requests submitted without the appropriate documentation to justify the request will be denied.
3. The transfer request date will be the date the request was received in the Management Office or initiated by RRHA. Transfers are placed on the waiting lists by the approved date. Transfers may be made within the development or between developments.
4. In the case of resident initiated requests, residents will be notified in writing of RRHA's decision concerning the transfer request—e.g. approved, disapproved or further review required.
5. Resident families must wait one year after initial lease-up before requesting a transfer. This requirement does not apply to resident families who have a change in family size or composition (i.e. changes due to birth, marriage or operation of law) or if the resident family is requesting a Reasonable Accommodation.
6. Mandatory transfers, other than Emergency and Modernization, Revitalization, Rehabilitation, Disposition or Demolition transfers are subject to the Grievance Procedure. The transfer process will not be completed until either the time to request a grievance has expired or the grievance procedure has been completed

Existing residents who are on the transfer list will not have to put in a second request; they will be "grandfathered in" and will maintain their present position on the transfer list.

R. Apartment Offers

RRHA will make an apartment offer when the resident's name comes to the top of the Transfer Wait List and RRHA has a unit of appropriate size. Resident will receive one offer of a transfer. Where the transfer has been requested by the resident (resident initiated) families who refuse must sign a transfer refusal form which will be filed in their folder. Refusal of a offer will result in the removal of the household from the Transfer Wait List and the family must wait one year before submitting another request. The resident with the earliest date of transfer request on file will receive priority for the available units.

Where transfers are required by RRHA (mandatory), refusal of an apartment offer without good cause will result in lease termination. (See "Good Cause Refusals" below)

S. Good Cause Refusal of Apartment Offers

Examples of good cause refusal of an apartment offer include:

1. Inaccessibility to source of employment, education job training, children's day care, or an educational program for children with disabilities. The family must demonstrate that accepting the apartment 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.
2. Temporary hospitalization or recovery from illness as verified by a healthcare professional. The hospitalization or recovery from illness must pertain to the principal household member, other household members (as confirmed during the processing of the transfer for placement on the Wait List) or live-in aide necessary to the care of the principal household member.
3. The apartment is inappropriate for the resident family's disability
4. The family does not need the accessible features in the apartment offered and the family does not want to be subject to a 30-day notice to move.
5. Travel to and from the doctor at the new unit would create a hardship for an elderly or disabled person.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause without proper verification which indicates that there is a legitimate need and the minor child could not receive these resources elsewhere.

RRHA will require verification for all good cause apartment refusals.

T. Cost of Transfers

RRHA will pay the reasonable cost of transfers for approved reasonable accommodation requests, including payment of moving costs, fees and expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability unless accommodation will result in a fundamental alteration in the nature of the Authority's programs or undue financial and administrative burden.

RRHA will pay moving costs of transfers related to a mandatory transfer due to interruption of utilities, defects in structure, electrical wiring, plumbing, heating or by fire, smoke or water damages caused by the negligence of the Management or by acts of nature.

Residents will bear the cost for transfers due to change in family composition, transfers required due to damage caused by household members or guest and moving to a non-accessible unit when accessible features are not required by the family.

U. Transfer Processing Request Form

Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager stating the reason for the transfer request. These forms will be available in the Management Office. Forms are not to be submitted for possible future events such as birth of a child or may get a live-in aide. The Transfer Request Form will also be used to document requests initiated by the RRHA.

1. The Property Manager or their designee will evaluate the request once all proper verification has been obtained to determine if a transfer is justified.
2. If the interview/verification process reveals that there is a lease-related problem at the family's present site, the transfer will not be approved.
3. All transfer requests must be forwarded to the appropriate department in a timely manner with the appropriate documentation attached. This will assure proper placement on the transfer list.
4. If proper documentation cannot be obtained within 30 calendar days of the original request, a new request (date and time) must be submitted.
5. The approved transfer request form will be kept in a file. The transfer list file should be arranged by rank order of date and time of the request, and bedroom size.

If the request is approved, the Property Manager or their designee will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and bedroom size needed.

If the request is denied, the Property Manager or their designee will send the family a Transfer List Notification stating the reason for denial and offering the family an opportunity for an informal conference if they disagree with the decision. The denial notification will be placed in the tenant's file.

The receiving development may request the resident's file for review, prior to making a decision on the requested transfer.

V. Unit Offer Acceptance or Refusal

The Property Manager will:

1. Contact the requesting resident by written notification; hand-delivered to the unit.

2. Notify the resident of the date that a pre-transfer inspection will take place. No transfers will be approved until a pre-transfer inspection is performed.
3. If the pre-transfer inspection is unsatisfactory, the Property Manager will disapprove the transfer requests and will take appropriate administrative action for any lease violation regarding poor house-keeping or poor maintenance of the unit. Exceptions will be made for emergency transfers.
4. If the pre-transfer inspection is satisfactory, the Property Manager will schedule an appointment to show the unit within three (3) business days from the date the offer is accepted.

The Requesting Resident:

5. Will receive one offer of a transfer. The offer will state the date the unit will be ready for leasing.
6. Must accept or reject the offer within (3) three business days of the date of the offer.
7. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized, scheduled for major repairs or modernization, failure to accept an offered unit will be grounds for termination of the lease.
8. When a person has requested a transfer for approved medical reasons declines an offer of such a unit, RRHA is not obligated to make any subsequent offers. RRHA will notify the resident in such cases that RRHA has discharged its obligations to the resident, that he/she remains in the unit at their own risk and that RRHA assumes no liability for his/her condition.
9. Must accept or reject the unit in the time designated or the transfer request will be rescinded, and the tenant will be required to submit a new transfer request to the Management Office.
10. If the family is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for good cause, the transfer request will be placed back on the transfer wait list by the date of the refusal, not the original approved date. The good cause standard applicable to new admissions will apply to transfers.
11. The keys from the "old unit" must be returned to the Management Office by the vacating resident within (5) five days of signing the new lease. Once the resident signs a new lease and receives keys to the unit, a pro-rata rent will be charged for the new unit. The resident will be charged rent for both units until the keys are returned to the former Management Office.
12. It is the responsibility of the resident to return the unit and other assigned areas to RRHA in good, clean condition. The resident must remove all personal belongings from the old unit, and it must be "broom swept" clean. The resident will be charged for any damages beyond normal wear and tear, or for any cleaning or trash removal. Payment agreements may be offered for these charges.

A Transfer Move out Inspection form will be completed on all vacated units where tenants move out due to transfer.

W. Processing in and Out of Developments

A transfer will require good coordination and communication between the “receiving” and “sending” developments. Both sending and receiving developments involved must have a definite agreement as to when the receiving development will “transfer” the resident. A transfer between developments will not be considered a move-out. There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the resident on their books at the same time. The resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time. The resident transferred between public housing developments does not have to meet the admission eligibility requirements pertaining to income or preference.

X. Rent Adjustments

RRHA will notify the resident of the rent change by written notification. The rent will be pro-rated as outlined in the Lease Agreement.

Y. Reexamination Date

At RRHA's discretion, the transferring family's annual reexamination date will be changed to the date that the lease was signed at the receiving development.

Z. Transferring Family's File

The sending development will send the family's folder to the receiving development within five (5) business days of receiving notification that the family has accepted the unit. The family should not be leased up without possession of the family's folder.

AA. Premier Properties

The Authority intends to conduct a feasibility study on and may create a new designation for new, rehabilitated, or modernized properties as “Premier Properties” or any other such designation assigned to RRHA public housing communities and/or houses which are developed, acquired or properties which through large scale capital improvement programs have undergone major systems upgrading, redevelopment substantial modernization or rehabilitation.

RRHA intends to establish a new or separate aggregate weighted ranking preference and/or separate waiting list for applicants to RRHA public housing communities and/or houses which it may designates as “Premier Properties or any other such designation

If established, transfers to properties of this nature will be handled in accordance with the procedures outlined above for incentive transfers and residents must comply with any site-specific residency requirements established for the property.

BB. Grievance Rights

Any family aggrieved by any action or inaction of RRHA relative to their transfer request may file a request for a hearing in accordance with the Chapter on Grievance Procedure.

CHAPTER 16 RELOCATION POLICY

The objective of this chapter is to provide overall guidance for directing the relocation of RRHA public housing residents in conjunction with development activities. This relocation plan does not describe or contemplate the relocation needs of non-public housing residents or entities that may occupy space in or near Creighton Court.

All public housing residents must be relocated in a nondiscriminatory manner, without regard to race, color, religion, creed, national origin, handicap, age, familial status, or gender. Each public housing household being relocated must be offered comparable housing that meets Housing Quality Standards ("HQS") and is located in an area that is generally not less desirable than the location from which they are being relocated. If persons with disabilities are displaced from a unit with structural modifications/reasonable accommodations, comparable housing should be offered with similar structural modifications/reasonable accommodations.

A. Relocation Plan

The Richmond Redevelopment and Housing Authority expects to undertake major redevelopment projects in the future that may include partial or complete demolition of public housing sites, acquisition and demolition of non-public housing sites and a range of other acquisition and development activities that may require the relocation of occupants – either households or businesses. RRHA has important legal obligations to relocate occupants of affected developments and RRHA's relocation efforts seek to minimize the hardship of relocation and displacement.

This Relocation Plan Guide contains RRHA's rules and policies for relocation and re-occupancy for both public housing and non-public housing sites. This plan will serve as a working guide for the agency. RRHA may also use this plan as a working guide for the development of policies related to capital improvement funded projects for major systems upgrading, unit reconfiguration, substantial modernization or rehabilitation that it may undertake. While the transfer policy within this document will cover most moves that are required for projects of this type, RRHA will use this guide as a reference for handling temporary or permanent moves that may due to their duration invoke rights established under the federal requirements discussed below. This plan is generic in nature and is not specific to any single redevelopment site. As RRHA undertakes individual site relocation, RRHA may amend this agency-wide plan to include more specific project information on a project by project basis. These amendments may include

- a project-specific development phasing schedule,
- a relocation schedule,
- a project-specific budget, and

- other clarifications that may be necessary, pursuant to funding and other project requirements.

RRHA staff and public housing residents provided guidance in the development of this plan.

While RRHA tried to anticipate most issues and to answer them in this plan, it may need to revise this plan as changes appear necessary or useful. Unexpected questions and problems will no doubt arise. As RRHA makes revisions or additions and as it implements this plan, RRHA will use the following principles and factors to guide its decisions:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
2. Section 104(d) of the Housing and Community Development Act of 1974,
3. Section 18 of the Housing Act of 1937;
4. Rental Assistance Demonstration (RAD) program
5. HOPE VI relocation guidelines, if HOPE VI funds are utilized;
6. The welfare of impacted public housing residents; and the budget limits on RRHA's resources.

B. Federal Requirement for Relocation

The four regulatory requirements that cover relocation and acquisition in U.S. Department of Housing and Urban Development (HUD) programs are:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA);
2. Section 18 of the United States Housing Act of 1937; and
3. Section 104(d) of the Housing and Community Development Act of 1974 (104d).
4. Rental Assistance Demonstration Program

The URA protects all persons who are displaced by a federally assisted project, regardless of their income. Section 18 protects all public housing residents who are displaced as a result of public housing redevelopment. Section 104(d) relocation requirements are generally applied through program implementation of Community Development Block Grant (CDBG), HOME, and Urban Development Action Grant (UDAG) and apply only to those displaced households who are low-income (defined as households with incomes below 80 percent of area median income – a formula used by the federal government to determine families' incomes in a given area). RAD applies to any person residing in a Converting Project ¹who is legally on the public housing lease, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of the issuance

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of the CHAP and at any time thereafter until conversion of assistance under RAD. The type of relocation assistance that is provided under the URA, Section 18 and 104(d) varies and is described in this Relocation Plan.

C. Goals of Relocation

RRHA'S primary goal for relocation is to ensure that all families who are affected by acquisition, demolition and redevelopment and are required to move, be treated fairly, are relocated responsibly and have access to relocation and transition supports to ensure a successful move and stable housing in the long-term. RRHA's relocation plan is guided by the following principles:

1. Seek out and incorporate the views and preferences of impacted residents;
2. Provide families and individuals with a choice of a comparable replacement dwelling in accordance with HUD regulations and other applicable law.
3. Ensure that the vast majority of families and individuals will not be involuntarily required to relocate multiple times;
4. Ensure that school-age children's education is minimally disrupted by the relocation process;
5. Provide individuals and families with transitional and mobility counseling and supportive services both before and after their relocation, and ensure that all individuals and families have access to information about supportive services.

D. Resident Employment Opportunities

The RRHA Section 3 Plan identifies Section 3 goals to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is provided for housing or community development, economic opportunities must be given to residents and businesses in the area, to the greatest extent feasible. These opportunities are targeted toward low and very low-income persons who live in the area receiving HUD assistance.

I. Eligibility for Relocation Assistance

The following residents are eligible for relocation assistance:

A. Eligible Residents

Residents who are eligible for relocation assistance if they are living at the site must receive a **Notice of Eligibility for Relocation Assistance**. This notice is sent upon HUD's approval of the RRHA's Inventory Removal (demolition) application or HOPE VI revitalization plan. The date for this notice will be at least **6 months** prior to scheduled demolition. The notice will mean that Residents who receive it will be presumptively eligible for relocation assistance from RRHA.

RRHA may send an "**Early Notice of Eligibility**" for Relocation Assistance in order to start relocation earlier. However, early moves are voluntary only on the part of residents. Any resident that receives the "Early Notice of Eligibility" is

presumptively eligible for relocation assistance even though the Notice will arrive before the approval of the Inventory Removal or Revitalization Plan.

B. Non-Eligible Residents

Residents are ineligible for relocation assistance in the following circumstances:

1. Evicted Households

A household will lose its right to relocation assistance and to priority status for re-occupancy at the new site if, at any time before its actual relocation, the tenant is evicted for violating the lease or for other misconduct, including failure to pay rent. However, an eviction needed for the project will not result in the loss of relocation assistance. For example, a resident will not lose relocation assistance if he or she is evicted for failure to cooperate with the vacate notice, forcing RRHA to use the eviction process. RRHA will review each eviction on a case-by-case basis to determine its effect on relocation assistance.

If a termination notice for lease violations or other misconduct is pending at the time of relocation, the outcome of the eviction process will determine the household's eligibility for relocation assistance. If RRHA terminates the tenancy through eviction, the household loses its right to relocation assistance. If RRHA withdraws the termination notice or an eviction is not upheld, the household will receive relocation assistance. RRHA may delay any relocation assistance pending the outcome.

2. Illegal Aliens

- a. Persons who are not lawfully in the United States are not eligible for relocation assistance. RRHA will request a certification that each household member is either a citizen or national of the United States or an alien who is lawfully present in the United States. The head of household must sign for all household members. Adult household members may also certify for themselves.
- b. RRHA will consider the certification to be adequate evidence of lawful residence unless it has good reason to believe that the certification is untrue. In that event, RRHA will require adequate evidence of lawful residency.
- c. If a household member is not eligible for relocation assistance under this section, RRHA will provide relocation assistance to the household by counting only those members who are lawful residents of the country.
- d. Hardship Exception: RRHA may count an unlawful resident as a member of the household for relocation purposes only if the household can demonstrate to RRHA's satisfaction that his or her exclusion would cause exceptional and unusual hardship to his or her spouse, parent or child who is a lawful resident. See below for a definition of this hardship.

C. Split Households

RRHA may permit households to split into two or more households during relocation, at the discretion of RRHA. A split household results when a single household with more than one adult separates and forms two or more smaller households. If this happens during relocation, RRHA will provide only one relocation payment/resource per existing household:

1. **Moving Costs:** RRHA will offer one moving cost payment (See Section III) to split households as follows: RRHA will identify that household which includes the head of the original household. It will do this by referring to the most recent lease in place at the time of relocation. RRHA will offer moving cost payment to the household containing the original head of household. There will be only one moving cost payment, which households can prorate for splitting households as they see fit.
2. **Replacement Housing and Replacement Housing Payment:** RRHA will offer replacement housing and replacement housing payments under Section III of this Plan to split households as follows: RRHA will offer the replacement housing and the replacement housing payment to the household containing the original head of household. Under special conditions, RRHA may elect to provide one voucher, if available and one RRHA public housing unit to accommodate the splitting households.
3. **Help with Counseling and Coordination with Case Management:** RRHA will provide all households with case management, transition and supportive services as set forth Section III of this Plan.
4. **Hardship Exception:** RRHA may extend additional relocation assistance to split households only as necessary to avoid exceptional and unusual hardship. See below for a definition of hardship.

D. Unauthorized Residents

Residents will not be considered members of the household if they are not on the lease and if they cannot be added to the lease except in cases of “exceptional hardship”. In these hardship cases, the members will be considered in RRHA’s offer of comparable relocation housing options. However, RRHA will only add such persons to the lease and will include them in the relocation assistance without penalty if:

1. The unauthorized person is eligible for public housing; and
2. The unauthorized person passes RRHA’s normal tenant selection criteria.

E. Hardship Exception

RRHA may make an exception to provide relocation assistance to a person who is otherwise ineligible for the purpose of avoiding an exceptional and extremely unusual hardship defined as follows:

1. A significant and demonstrable adverse impact on the health or safety of a spouse, parent, or child; or

2. The need for a separate household to protect a household member from domestic violence, as verified by a current protection order; or
3. A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or
4. Any other impact that the displacing agency determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

The loss of income or housing assistance alone would not make denial of benefits an “exceptional and extremely unusual hardship.”

II. Relocation Benefits

A. Summary of Benefits

Relocation benefits for eligible households are generally based on income level, the cause of their displacement, and length of residency:

1. URA benefits: URA relocation provisions apply if displacement is the direct result of acquisition, rehabilitation or demolition under a federally funded project including HOPE VI, Capital Fund acquisition, rehabilitation or demolition, conversion and Section 32 homeownership. Eligible persons of all income levels are eligible for URA assistance, regardless of whether displacement is due to rehabilitation, demolition or acquisition activities. Residents who are living in private market housing at the time of an eligible acquisition by RRHA are entitled to URA benefits.
2. Section 18 benefits: Residents living in public housing are entitled to benefits under Section 18 if the displacement is due to a Section 18 demolition, disposition or inventory removal, HOPE VI disposition and HOPE VI demolition grants without a revitalization plan.
3. 104(d) benefits: 104(d) provides additional benefits to low-income persons (defined as income less than 80% of the area median income). Unlike URA assistance, 104(d) assistance is available only to persons displaced because of rehabilitation or demolition activities (persons relocated due to acquisition are not eligible for 104(d) assistance). Low-income persons displaced due to demolition are eligible for this assistance regardless of the amount of rent they pay for their unit.
4. RAD benefits: Eligibility for specific protections under RAD applies to any person residing in a Converting Project who is legally on the public housing lease, has submitted an application to be added to an existing lease, or is otherwise in lawful occupancy at the time of the issuance of the Commitment to Enter into a Housing Assistance Payments (CHAP) and at any time thereafter until conversion of assistance under RAD. All such residents of a Converting Project have a guaranteed right to return and are eligible for relocation protections and assistance.

URA, Section 18, 104(d), and RAD benefits are offered by the federal government for the purpose of providing people who are displaced by projects that are

designed to benefit the public as a whole with fair and equitable protection. These benefits are intended to make the moving process as smooth as possible, cover the cost of moving expenses and provide affordable housing for a given timeframe (timeframe varies with type of assistance). Types of assistance provided under URA, Section 18 and 104(d) benefits include:

1. Advisory services – Services include receipt of timely notices, explanation of assistance, referrals to comparable housing, and referrals to social services.
2. Moving costs – Resident may choose either payment for actual moving and related expenses or an alternative allowance based on a Department of Transportation schedule.
3. Replacement Housing Payments – Replacement housing payments may take the form of cash or of rental assistance provided by a Section 8 Housing Choice voucher or public housing unit.

| Subject | Section 104(d) | URA | Section 18 |
|---|---|---|---|
| Eligibility for Assistance | | | |
| Income Requirements | Only persons with incomes below 80% of Area Median Income (AMI) are assisted. | Displaced persons of all incomes are eligible. | Displaced persons of all incomes living in public housing are eligible. |
| Individual displaced by rehabilitation activities | Displaced persons are eligible only if the market rent (including utilities) of the unit before rehab did not exceed the Section 8 Existing Housing Fair Market Rent (FMR) and the market rent after rehab was above the FMR. | Displaced persons are eligible for assistance regardless of pre- and post-rehabilitation rents. | Displaced persons are eligible for assistance regardless of pre- and post-rehabilitation rents. |
| Individual displaced by demolition | Displaced person eligible regardless of the pre-demolition rent. | Displaced person eligible regardless of the pre-demolition rent. | Displaced person eligible regardless of the pre-demolition rent. |
| Individual displaced by acquisition only | Displaced person is not eligible. | Displaced person is eligible. | Displaced person is not eligible. |

| Subject | Section 104(d) | URA | Section 18 |
|--------------------------------------|----------------|-----------|------------|
| Amount of Assistance Provided | | | |
| Rental Assistance Term | 60 months | 42 months | 42 months |

| | | | |
|------------------------------------|---|---|--|
| Replacement Housing Payment | Amount needed to reduce new rent/utility costs to Total Tenant Payment. | Amount needed to reduce new rent/utility costs to the lower of old rent/utility costs or 30% of gross monthly income | Provide comparable housing which may be tenant-based assistance (voucher), tenant-based assistance, public housing unit. |
| Use of Section 8 Rental Assistance | If Section 8 assistance and suitable referrals are offered, displaced person cannot insist on cash replacement housing payment. But tenant may request cash replacement housing payment under URA | Displaced person has the right to a cash replacement housing payment but may accept Section 8 assistance (or a public housing unit) if it is offered. | If available and offered. No guaranteed right |
| Other Assistance | Assistance includes security deposit for replacement dwelling. | Assistance does not include security deposit, but PHA may provide | Assistance does not include security deposit, but PHA may provide |
| Homeownership Assistance | Limited to of a cooperative or mutual housing and based on present (discounted) value of 60 monthly rental payments. | Not limited to cooperative or mutual housing. Payment equals 42 x monthly rental payment (i.e., is not discounted). | Not limited to cooperative or mutual housing. Payment equals 42 x monthly rental payment (i.e., is not discounted). |
| Moving and Related Expenses | Person may choose either: <ul style="list-style-type: none"> • Payment for actual moving and related expenses; or • Alternative allowance based on DOT Schedule | Person may choose either: <ul style="list-style-type: none"> • Payment for actual moving and related expenses; or • Alternative allowance based on DOT Schedule | Payment for actual moving and related expenses; |

| | | | |
|---------|--|--|-------------------------|
| Notices | General Information General Information (GIN) | General Information General Information (GIN) | 90-day notice to vacate |
|---------|--|--|-------------------------|

| | | | |
|----------|---|---|-------------------|
| | Notice of Eligibility or Non-displacement (ION) | Notice of Eligibility or Non-displacement (ION) | |
| | 90-day notice to vacate | 90-day notice to vacate | |
| Services | Advisory services | Advisory services | Advisory services |

B. Replacement Housing

RRHA will offer one or more of the following types of replacement units to each eligible household:

1. another public housing unit elsewhere in Richmond; or
2. if available, a Housing Choice (Section 8) voucher for a privately-owned unit.
3. if available, Project Based voucher units.
4. if available, Tenant Protection Voucher

While RRHA will attempt to accommodate the household's preference, RRHA cannot guarantee a specific type of unit to any household. Established RRHA priorities will be used when more households want a given type of unit than there are units or vouchers available.

C. Definition of "Comparable" Unit

"Comparable" means a unit is:

1. Decent, safe, and sanitary. This means that it will meet HUD's Uniform Physical Condition Standards (UPCS).
2. Functionally equivalent and equal to or better than the resident's existing unit. The replacement unit should be appropriately sized according to the number and age of household members. The new unit does not have to be exactly the same in all features, such as the story of a building, yard size, number of windows, etc.;
3. Available to rent (or purchase, if acquisition of ownership units);
4. Affordable at resident's income;
5. Reasonably accessible to resident's place of employment;
6. Generally, as well located as the public housing unit to public and commercial services, such as schools and shopping;
7. Not subject to worse pollution or noise than the existing unit;
8. Available to all persons regardless of race, religion, national origin, sex, disability or familial status.

D. Household Freedom of Choice

A household is not obliged to accept RRHA's identified unit. It may choose to move to a unit or location of its choice. If RRHA finds that the alternative unit is comparable to the household's existing unit within the meaning of applicable law, then RRHA is obliged to pay for that household's move to that unit. If the household elects to move to a unit that will increase its housing costs and the RRHA has offered a unit that does not increase its housing costs, the household would be responsible for the difference in cost at its self-selected unit.

E. Calculating Benefits

RRHA will utilize HUD Claim forms for calculating moving costs and related expenses and for calculating replacement housing payments (RHP) for renters and homeowners. At the time a comparable unit is identified, the Relocation Specialist will use the applicable form to do a preliminary calculation of the estimated total financial benefits for which the household may be eligible. Each household will need this information prior to their search for a new home, so that they can know what they will be able to afford in terms of new housing. Once the household has relocated to the replacement home (or at the closing table), the calculations will be finalized, and benefits will be issued.

F. Replacement Housing Payment (RHP)

Calculation of RHP

1. When it sends the Notice of Eligibility, RRHA will calculate the difference, if any, between the monthly amount of money each household was then paying at the existing unit for rent and utilities and the monthly amount of money it would cost that household to rent an available comparable unit. This amount is considered a cap for later relocation costs. The amount of this payment is determined by subtracting the lesser of (1) the average monthly cost for rent and utilities at the displacement dwelling or (2) thirty percent of the person's average gross household income, from the monthly rent and estimated average monthly cost of utilities for the comparable replacement dwelling selected by RRHA. This amount will be multiplied by 42 months (or 60 if 104(d) eligible) to determine the RHP maximum for which the displaced household is eligible.
2. RRHA will disburse all RHPs in at least two (2) installment payments. RRHA will not pay RHPs in one lump sum amount.
3. When it sends the 90-Day Notice, RRHA will identify the address of the comparable unit that it uses for making this calculation.
4. For displaced households that are eligible for RHPs, RRHA will calculate the actual amount of the RHP based on the actual unit the household rents and occupies as limited by the maximum RHP as determined by the replacement unit RRHA has determined as being most comparable.
5. Down payment Assistance Payment—Displaced tenants who are eligible for a RHP are entitled to use their RHP as a down payment if they choose to purchase a replacement dwelling in lieu of renting a replacement dwelling. The amount of the payment is limited to the same amount of the RHP the

person would have received if they rented and occupied a replacement dwelling.

G. Vesting of RHP

The amount of the RHP will "vest" at the time of the relocation. It will not change up or down for any reason. For example, the household will not receive more money if its landlord later raises the rent or if the household moves to a more expensive unit or if the household's share of the rent changes because its income changes.

H. Most RHPs Will Be Zero

In many cases RHP will be zero. This is because for public housing residents, RRHA will be offering two (2) types of replacement housing each of which will not cost the household any more than it paid at the existing public housing development: (i) housing assisted with a Housing Choice (Section 8) voucher or (ii) another public housing unit in Richmond. However, an increase solely in the cost of utilities from the displacement dwelling to the comparable replacement dwelling would establish an RHP. This amount would be calculated based on a 42-month (or 60 if 104(d) eligible) period.

A household who experiences no increase in housing expenses for the cost of rent and utilities, "vests" with an RHP of zero. Thus, if that household later loses its Housing Choice (Section 8) voucher or public housing unit because of its own misconduct, it will have no right to any further housing assistance.

Households that receive a Housing Choice (Section 8) voucher or another public housing unit and that decide not to return to the newly developed site may retain their voucher or public housing unit beyond the 42 or 60 months. They may keep this housing assistance as long as they remain eligible for it.

I. Private Market Renters and Owners

For the residents in privately held properties that are acquired by RRHA, residents have the option of purchasing a replacement home, if currently a homeowner or rent.

1. Homeowners who buy a replacement unit: RHP is calculated as the difference between the acquisition price (FMV) and the cost of the comparable house (or cost of replacement house if it is less expense than the comparable house); mortgage interest differential and typical closing costs. The Replacement housing payment is in addition to the Fair Market Value of the current property as determined by RRHA for acquisition purposes.
2. Homeowners who choose to rent: RHP is calculated two ways; by determining the economic rent of the relocatee's current home and establishing a rental RHP (described below in renter to renter situation), and by determining a homeowner RHP as if the homeowner elected to purchase a replacement dwelling (the difference between the acquisition price and the cost of purchasing a comparable house). This RHP cannot be more than the RHP would have been if the homeowner decided to purchase a home instead of rent.

3. Eligible residents will be offered Section 8 vouchers, if available, public housing, or a replacement housing payment.
4. Renters who continue to rent:
 - a. Eligible renter households with incomes above 80% AMI will receive a Replacement Housing Payment to cover the difference between rent (and utilities) for a comparable replacement rental and current base monthly rent (and utilities). The total cash payment is based on 42 or 60 months and is issued in quarterly installments.
 - b. Eligible renter households with incomes below 80% AMI will be offered a choice of a Section 8 voucher, a public housing unit, or the full 42 or (60-month 104(d) benefit) of a Replacement Housing Payment (calculated as 30% of the renter's adjusted monthly income).
5. Eligible residents will be offered Section 8 vouchers, if available, public housing, or a replacement housing payment.
 - a. Renters who buy a home: Replacement housing payment is calculated based on renting a comparable replacement home (see above). Under the URA, the total value of this payment is available at closing as down payment assistance; under 104(d), a portion of the rental payment is available at closing as down payment assistance.
6. For households that choose a Section 8 voucher, RRHA will provide assistance in finding rental units that accept vouchers.

J. Examples of RHP Calculations

1. Flat Rent Households: Some households pay a flat rent. Housing available to them on the Housing Choice (Section 8) Voucher Program may require them to pay a tenant share of the rent that is higher than the flat rent they paid at a public housing unit. In this case, RRHA will pay a RHP that is equal to the difference. RRHA will pay this by adding it to its share of the rent paid directly to the landlord.
2. Earned Income Disregard: Some households pay a reduced rent based on the disregard of certain earned income under 24 C.F.R. § 960.255. Their share of the rent under the Housing Choice (Section 8) Voucher Program may be higher because that Program does not offer the same earned income disregard. In such a case, RRHA will pay an RHP that is equal to the difference between what the household pays in rent under the Housing Choice (Section 8) Voucher Program and what it currently paid in public housing.
3. Over Income for Housing Choice (Section 8) Voucher: A household may have an income that is too high for it to benefit from a Housing Choice (Section 8) voucher, which may be worth zero since the tenant's share of the rent may be high enough to cover the entire rental amount. In such a case, RRHA will owe a RHP for the difference between the household's rent at the current unit and the cost of a comparable available private market unit. RRHA will not pay an

increased RHP if the household moves into a unit that costs more than the comparable unit RRHA offered.

4. **Recertification of Income:** When public housing households move to the Housing Choice (Section 8) voucher Program, RRHA will certify their incomes. If their income had increased since their last public housing review of income, their share of the Housing Choice (Section 8) voucher rent based upon the higher income will be higher than their current rent. In this case, RRHA will not owe any RHP. The higher rent that the household will pay under the Housing Choice (Section 8) Voucher Program will be the same that it would have paid had it continued to live at the current site.
5. **Increased Income:** Households moving to the Housing Choice (Section 8) Voucher Program will pay a share of the rent calculated as a percentage of its income. If after relocation the household's share increases because its income goes up, the original RHP will not be recalculated.
6. **Increased Share of Rent:** A household moving to the Housing Choice (Section 8) Voucher Program will normally pay a share of the rent that is the same as it paid in rent at the original site. The household's share may later increase because the landlord raises the rents above what the voucher will pay, or the household may later move to a more expensive unit, or the household may lose its voucher because of its own misconduct. In any of these cases, RRHA will not pay a RHP beyond the original RHP calculation to compensate.

K. Moving Costs

RRHA will offer to pay the following moving costs for each Covered Move as defined below:

1. **Eligible Households** (as defined in Section II): RRHA will pay the moving costs of the one move that takes the household off-site. If that household later changes its mind and decides to apply to return, RRHA will not pay for the move back.
2. **Returning Households:** RRHA will pay the cost of the move back to the redeveloped site for households living in other RRHA public housing units or households with Housing Choice (Section 8) Vouchers.

RRHA will not pay for any intervening moves unless:

1. RRHA causes the need for such a move;
2. The move is necessary because a Housing Choice (Section 8) Voucher landlord is withdrawing from the Housing Choice (Section 8) Voucher Program for reasons unrelated to household misconduct.

For qualifying intervening moves (as outlined above), RRHA has the right to choose the least costly method of moving the household.

L. Moving Household Belongings

RRHA may offer eligible relocated households up to three options for paying for moving expenses. The options offered are determined by the nature of the displacement URA or Section 18. This determination will be made by RRHA.

1. **OPTION 1 (RRHA CONTRACTED MOVES).** RRHA will hire a moving company of its choice and pay it directly at no cost to the displaced person. The moving company will:
 - a. pack the household's belongings (the household can also choose to do its own packing in which case RRHA will provide the necessary supplies);
 - b. move the belongings;
 - c. unpack the belongings (the household can also choose to do its own unpacking);
 - d. disconnect, dismantle, remove and reassemble or reinstall household appliances and other personal property;
 - e. Insurance for the replacement value of the property in connection with the move; and
 - f. RRHA will also pay the household a \$100 expense and dislocation allowance payment.
2. **OPTION 2 (FEDERAL MOVING COST SCHEDULE).** RRHA will pay the household an expense and dislocation allowance in cash, based on the Federal Highway Administration's Residential Moving Cost Schedule. The size of the allowance will depend on the number of furnished rooms in the existing residence from which the resident is moving. A typical 1-bedroom unit consists of 3 rooms.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Fixed Residential Moving Cost Schedule 2015 was published in the [Federal Register/Notices on Wednesday, July 24, 2015](#).

| 1 room | 2 rooms | 3 rooms | 4 rooms | 5 rooms | 6 rooms | 7 rooms | 8 rooms | Addition al Room | 1 room/ no furn. | Addt' room no furn. |
|--------|---------|---------|---------|---------|---------|---------|---------|---------------------|---------------------|---------------------------|
| 700 | 900 | 1100 | 1300 | 1500 | 1700 | 1900 | 2100 | 300 | 400 | 75 |

If the household chooses to move based on this option, the household is completely responsible for its own move at no further expense to RRHA.

- a. **OPTION 3 (REIMBURSEMENT OF ACTUAL EXPENSES).** The household is entitled to reimbursement of its actual moving and related expenses as RRHA determines to be reasonable and necessary (see 49 CFR24.301).
- b. Prior to moving, the household must present RRHA with a written estimate from a commercial mover or in the event of a self-move, a written estimate prepared by the displaced person (a self-move may be limited to the cost of the commercial move estimate). If RRHA determines that the costs are

reasonable, then RRHA will reimburse the household for reasonable costs that the household actually incurred supported by appropriate receipts or other records.

- c. Fifty (50) Mile Limit on Transportation Cost. Transportation costs for a distance beyond fifty (50) miles are not eligible for payment, unless RRHA determines that relocation beyond fifty (50) miles is justified.
- d. \$50 Not Ready Fee. If the household is not ready to move on the date it is scheduled to relocate from the site, then the household must pay RRHA a \$50 Not Ready Fee. If RRHA coordinated the moving company to be used for the move-out, the household is also responsible for rescheduling a new moving date within 48 hours. RRHA may waive the Not Ready Fee for “good cause.” The household may also be responsible for any actual costs incurred by RRHA due to the behavior and/or actions of the household (i.e., storage, additional and/or return trips, etc.)

M. Other Moving Expenses

RRHA will also pay for the following expenses for each Covered Move.

- 1. Utility Connection or Transfer Fees: RRHA will pay nonrefundable fees for hooking up telephone, utility, and cable services (for those utilities in place at the time of the move). (This does not apply to households selecting Option 2 (Federal Moving Cost Schedule) since their payments included compensation for utility connection fees.)
- 2. Security, Pet, and Utility Deposits: RRHA will pay the cost of all security, pet, and utility deposits resulting from resident moves. RRHA will also refund existing security deposits minus any damage charges to residents when they move.

Exception: RRHA will only provide assistance to cover a deposit for a pet that the household possessed at the current site in accordance with RRHA’s pet policy.

RRHA will not pay for the security, pet, and utility deposits for a move back to the redeveloped site.

- 3 Inspection Fee for Housing Choice (Section 8) Voucher Certification: RRHA will pay all inspection fees related to certifying new Housing Choice (Section 8) voucher properties.
- 4 Non-Refundable Cleaning Fees: RRHA will pay all reasonable, nonrefundable cleaning fees.
- 5 Credit Check Fees: RRHA will pay the cost of all necessary credit checks associated with the housing search for a comparable and available unit. If the household declines an available, comparable unit, RRHA will not pay for any subsequent credit checks.

N. Down Payment Assistance for Homeownership

RRHA will provide up to \$5,250 in down payment assistance to any household that buys a home as their relocation choice. Down payment assistance will be provided at closing.

O. Housing Search Assistance

RRHA will help all eligible displaced households find a comparable available replacement dwelling. Each household will be assigned a Relocation Specialist and/or case manager. RRHA will offer the following help:

1. RRHA will identify the address of at least one available, decent, safe and sanitary, comparable replacement dwelling in each displaced person's Notice of Eligibility or 90-Day Notice.
2. RRHA will provide mobility counseling to assist with the following:
 - a. transportation assistance to search for housing;
 - b. identifying neighborhoods and amenities associated with each;
 - c. providing lists of landlords and available apartments;
 - d. arranging or providing necessary translation services;
 - e. advising about the moving and search process; and
 - f. advising on Fair Housing issues.

P. Hard-to-House Households or Households with Special Needs

RRHA will provide enhanced counseling services and attention to the types of households listed below who face extra barriers in finding comparable, available housing. These enhanced services will include:

1. priority for scheduling of counseling including advanced relocation
2. priority for assignment of other public housing units if so desired and available
3. enhanced counseling, transportation services and translation as needed
4. enhanced advocacy or mediation with prospective landlords
5. up to two 30-day extensions for the Housing Choice (Section 8) voucher search consistent with RRHA's extension policy. At RRHA's discretion, it may allow for a third 30-day extension. For each extension, the household must demonstrate that it has been actively seeking a comparable unit.
6. For a household for which there is not an available, comparable unit using a Housing Choice (Section 8) voucher, RRHA will limit its choice of housing to another public housing unit in Richmond.
 - a. Elderly and Disabled Households
 - i. Elderly households are those with a member who is 62 years of age and older.
 - ii. Disabled households are those with a member who is disabled as defined by federal or state law.

- b. Households for Whom English is a Second Language
 - i. RRHA will provide translators at resident meetings and at one-on-one counseling meetings, as needed.
 - ii. RRHA will translate its notices into other languages as needed.
 - iii. RRHA relocation counselors and case managers will provide these non-English speaking households with additional assistance as needed to search for housing. This additional assistance may include transportation, translation for communication with prospective landlords, and mediation to ensure that they are aware of their options and that landlords do not discriminate against them because of their race, ethnicity, or national origin.
- c. Households with Bad Credit or Bad Rental Histories
 - i. Relocation counselors and case managers will advise households with bad credit or bad rental histories how to improve their records. They will advise such households about the effect their record will likely have on their housing choices. For example, if bad credit would impede a search for private housing, a household may be limited to a public housing unit.

Q. One-On-One Interviewing and Counseling

A Relocation Specialist will meet with each household in one-on-one sessions as far in advance of relocation as possible. The purpose of this interview is to educate the household about the relocation process and the available choices and to help the household identify its preferences. RRHA will begin scheduling these sessions at least six months prior to relocation state.

R. Tenant References

RRHA will offer tenant references to public housing residents moving to private housing. Property Managers will be responsible for providing the references.

S. Coordination with Case Management and Transitions Services

In the course of relocating households, relocation counselors will work closely with case managers for the following purposes:

1. coordinate relocation efforts with supportive services and case management;
2. to enlist case managers to help households overcome bad credit or other housing barriers; and
3. to help households seeking to return to the new site to fulfill the re-occupancy requirements.

III. Re-Occupancy Criteria Criteria for Returning Households - Preliminary

The following provisions will govern the assignment of new rental (public housing) units to original residents. An original resident is defined as a resident living at the development at the time of HUD approval of RRHA's revitalization plan. These

provisions apply to both public housing units and tax credit units where a Housing Voucher can be utilized.

A. Eligibility for Preference

Households that are eligible for relocation assistance are also eligible for re-occupancy in new site under this Plan. Households that are not eligible for relocation assistance are not eligible for re-occupancy under this Plan, e.g., households that become ineligible for relocation assistance because of an eviction also become ineligible for re-occupancy. Ineligible households may apply to new site as a new applicant.

Households must also satisfy income limits that apply for the purpose of reserving units to families on the basis of need.

B. Priority for Consideration for a Unit

The specific criteria for re-occupancy by original displaced residents will be negotiated as part of the mixed-finance ACOP for the site, the management plan, and the Regulatory and Operating Agreement negotiated between RRHA and the developer. As a result, the re-occupancy criteria outlined in this plan are preliminary only and may change. RRHA will communicate all changes to residents via meetings and in writing. RRHA will make available this relocation plan to all impacted households.

RRHA does not know how many residents will want to return to the redeveloped sites. In the event there may not be enough units to allow every household who wishes to do so to return at the same time, RRHA will establish a waiting list for available units. These waiting lists will confer the following priorities.

1. Original eligible households who, at the time of relocation, declared in writing, a preference to return.
2. Original eligible households who did not declare their intent to return and who later change their minds.

RRHA shall offer available units within the above categories according to the following priorities:

3. Households that include an elderly (62 years or older) or disabled person;
4. Households with children in daycare or in schools in the vicinity;
5. Chronological order of initial displacement (people displaced earlier get a new unit before people displaced later). This will be determined by the RRHA's demolition and relocation phasing plan for each redevelopment effort.

Households must also satisfy the selection criteria set forth below.

C. Notification of new unit availability

RRHA will track households throughout the relocation period so it is able to contact them when the time comes to consider them for a new unit. The household is responsible for keeping RRHA informed of any change of its address.

Households that do not do this and as a result cannot receive a Notice of Unit Availability will lose their rights to re-occupancy under this Plan. In that event, they may apply to live at new development as a regular applicant.

1. **Notice to Eligible Households:** As new units become available, RRHA will mail a Notice of Unit Availability to eligible households. The notice will invite the households to apply for the unit and will give the household fourteen (14) calendar days in which to do so.
2. **Household Response to Notice:** Any household that does not respond in a timely way to the Notice of Unit Availability will, absent good cause, lose its rights to re-occupancy under this Plan. It may recover its right to re-occupancy and resume its place on the waiting list if it can later show good cause for its failure to respond to the notice.
3. **Household Failure to Accept an Offer of a Unit:** Eligible residents who do not respond to RRHA's Notice of Unit Availability by indicating a willingness to accept an offer of a new unit will lose any further priority to re-occupancy under this Plan unless they can show that good cause prevented them from accepting. The following reasons will constitute good cause:
 - a. Inability to break a lease. RRHA counselors will assist households in communicating with landlords about an early termination of the lease. An inability to break the lease will constitute good cause;
 - b. A move at that time would cause a child to switch schools during the school year; and
 - c. Other good cause arising from serious needs related to health, safety, or employment that temporarily prevents a return to the new site.

A household who shows "good cause" for being unable to accept a unit at the new site will be placed on the bottom of a separate waiting list of such households. RRHA will record the household's estimate of when it will be able to move to new unit. As unit availability permits, RRHA will send Notices of Unit Availability to households on this list in accordance with the estimated date of the household's readiness to move.

A household that receives a second Notice of Unit Availability and again fails to indicate its willingness to accept a unit at the new site will lose its re-occupancy rights under this Plan. In that event, they may apply to live at a new development as a regular applicant.

D. Selection Criteria for Re-occupancy at a New Site

All eligible households must satisfy the following conditions for re-occupancy:

1. **Resident/Primary leaseholder** that remains in good standing with RRHA (as defined below).
 - a. **Rent Payment History:** The tenant has not paid rent late more than 3 times in a year pending proven hardship (per RRHA's Hardship Policy), nor does the tenant have an unpaid balance owing rent, damages, or other charges

unless previous arrangements for repayment have been made and at least 9 months of regular payments are verified as current. Late rent payments are defined as rent paid late in accordance with the lease provisions, without prior written agreement to pay late.

- b. **Utility Bills:** Outstanding or current delinquent debts owed to a utility provider must be made prior to approval for admission. An allowance will be made for applicants who provide proof of being on a payment plan, in good standing, and that the utility company is willing to establish an account in the applicant's name.
- c. **Criminal/Drug Activity:** The resident or household member has no prior felony convictions or been evicted from any Federally-assisted housing for drug-related activities in the past three years: (1) Felony convictions will be screened in accordance with the chapter on Eligibility and Screening. (2) The resident or family member is not currently engaged in illegal drug use. Exceptions may be made for residents enrolled in recognized rehabilitation program. (3) The resident or family member is not currently engaged in criminal activity. (4) The resident or family member is not registered on any states' sex offender registry.
- d. **Credit Report/History:** Tenant will have good credit history and has no outstanding debt to any City, County, State, and/or Federal Housing program. Credit reports will be obtained and are a project expense. The absence of a credit file will not adversely affect the applicant. Each applicant's report will be reviewed to determine the history of their payment practices including utilities, outstanding loans, judgments, repossessions, foreclosures, etc.
- e. **Good Housekeeping Habits:** Good housekeeping habits substantiated by favorable annual, interim, preventive maintenance inspection forms and work order requests documented in the tenant file. The tenant's housekeeping practice must not interfere with the health, safety, and sanitary environment of self, families, and/or others by creating hazardous conditions to the unit, including conditions that may exhibit foul odors, dirty and/or disarrayed, unattractive surroundings.
- f. **Income and Family Composition:** No previous misrepresentation of income and family composition documented in the tenant file by refusal to cooperate fully in all aspects of the annual/interim review process, failure to provide previously requested documentation to complete the annual/ interim review, and supplying fraudulent information relative to total family income and total family composition.
- g. **Destruction of Property:** No willful destruction of RRHA or other landlord property documented in tenant's file. This includes all members of the household and visitors.
- h. **History of Disruptive Activities:** No record of investigated and proven complaints of disruptive activities taking place in the household. This

includes all members of the household and visitors. Complaints must be documented in the tenant's file. Disruptive activities are those which interfere with the health, safety, security, or right to peaceful enjoyment of the premises by other residents.

2. Resident/Primary lease holder who has not violated his/her lease agreement with RRHA.
3. Resident/Primary leaseholder who is employed (at least 20 hours per week), enrolled in job training program, or other educational activity that will lead to employment. Exemption is made for the following:
 - a. Elderly ages 62 and older
 - b. Disabled, per federal and state definitions
 - c. Primary caretaker of a disabled individual and parents with young children under one year old.

IV. Relocation of Residents in Newly Acquired Property

From time to time, RRHA may acquire properties that may be occupied. This section outlines the assistance that will be provided to individuals and families who will be displaced as a result of RRHA acquisition.

A. Federal Requirements

The two major requirements that cover relocation and acquisition in U.S. Department of Housing and Urban Development (HUD) programs are:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA); and
2. Section 104(d) of the Housing and Community Development Act of 1974 (104d).

The URA protects all persons who are displaced by a federally assisted project, regardless of their income. Section 104(d) relocation requirements apply only to those displaced households who are low-income (defined as households with incomes below 80 percent of area median income – a formula used by the federal government to determine families' incomes in a given area). The utilization of HOME or Community Development Block Grant funds for acquisition may trigger Section 104(d) requirements for impacted residents with incomes below 80 percent of Area Median Income. The type of relocation assistance that is provided under the URA and 104(d) varies and is described in this Relocation Plan.

B. Definition of Displaced Persons

The URA refers to households that must be relocated as the result of government action as "displaced persons". A "displaced person" is any person (family, individual, business, nonprofit organization or farm) that moves from the real property, or moves his or her personal property from the real property, permanently, as a direct result of acquisition, rehabilitation or demolition for a

federal or federally assisted project. The definition of a “displaced person” excludes aliens not lawfully present in the United States.

Everyone who meets the URA definition of a “displaced person” is eligible to receive relocation assistance. The income of the displaced persons is not a factor in determining basic eligibility, but it is a factor in calculating the amount of assistance they will receive. The level and type of assistance will vary depending on the following factors:

1. Whether the person is a tenant or owner;
2. Whether the person is a business or residential household;
3. How long the person has lived in the home; and
4. The person’s income.

HUD has established definitions for each of these factors as well as calculation formulas that will be used by RRHA to provide the appropriate level of assistance.

C. Relocation Assistance and Benefits

Displaced households are eligible for up to two types of benefits, based on income level, the cause of their displacement, and length of residency:

1. **URA benefits:** Persons of all income levels are eligible for URA assistance, regardless of whether displacement is due to rehabilitation, demolition or acquisition activities.
2. **104(d) benefits:** 104(d) provides additional benefits low-income persons (defined as income less than 80% of the area median income). Unlike URA assistance, 104(d) assistance is available only to persons displaced because of rehabilitation or demolition activities (persons relocated due to acquisition are not eligible for 104(d) assistance). Low-income persons displaced due to demolition are eligible for this assistance regardless of the amount of rent they pay for their unit.

URA and 104(d) benefits are offered by the federal government for the purpose of providing people who are displaced by projects that are designed to benefit the public as a whole with fair and equitable protection. These benefits are intended to make the moving process as smooth as possible, cover the cost of moving expenses and provide affordable housing for a given timeframe (timeframe varies with type of assistance). Types of assistance provided under URA and 104(d) benefits include:

- a. **Advisory services** – Services include receipt of timely notices, explanation of assistance, referrals to comparable housing, and referrals to social services.
- b. **Moving costs** – Resident may choose either payment for actual moving and related expenses or an alternative allowance based on a Department of Transportation schedule.

- c. **Replacement Housing Payments** – Replacement housing payments may take the form of cash or of rental assistance provided by a Section 8 Housing Choice voucher or public housing unit.

D. Summary of Relocation Benefits

The relocation benefits for homeowners and renters impacted by the acquisition are summarized below.

Table 1: Summary of Relocation Benefits

| | |
|--|---|
| Moving costs for all displaced households | <p>URA Benefit</p> <ul style="list-style-type: none"> Each household can choose a method of payment for moving costs: <ol style="list-style-type: none"> submit actual reasonable costs (with receipts); or, (2) receive fixed payment based on number of rooms with furnishings. |
| Homeowners who buy a replacement home | <p>Eligibility</p> <ul style="list-style-type: none"> Must own and have lived in home for at least six months (180 days) prior to RRHA's written offer to buy the property. House must be owner-occupied to receive all available benefits. Must have documented evidence of residency. Must purchase a decent, safe and sanitary home within one year (this period can be extended for good cause). |
| | <p>URA Benefits □</p> <ul style="list-style-type: none"> Federal benefits are determined by the fair market value (FMV) of a home based on two appraisals obtained by RRHA. □ Replacement housing payment is calculated as: <ol style="list-style-type: none"> the difference between the acquisition price (FMV) and the cost of the comparable house (or cost of replacement house if it is less expensive than the comparable house); mortgage interest differential; and typical closing costs (survey costs, legal fees, recording fees, etc.) <p><i>NOTE:</i> The Replacement housing payment is in addition to the Fair Market Value of the current property as determined by the City for acquisition purposes.</p> |

| | |
|--------------------------------------|---|
| Renters who continue to rent | <p><i>Eligibility</i></p> <ul style="list-style-type: none"> • Must receive formal notice from RRHA that they must move and are eligible for relocation assistance. • Renters with incomes below 80% of the Area Median Income (AMI) qualify for 104(d) relocation assistance. • Tenants residing in private housing utilizing Section 8 vouchers (Housing Choice vouchers) are eligible for URA moving costs as well as a security deposit and application fee for the replacement home. • Must have occupied the apartment for at least 90 days before the beginning of official negotiations with the property owner. • Must have documented evidence of residency. |
| | <p><i>URA/104(d) Benefits</i></p> <ul style="list-style-type: none"> • Eligible renter households with incomes above 80% AMI will receive a Replacement Housing Payment to cover the difference between rent (and utilities) for a comparable replacement rental and current base monthly rent (and utilities). The total cash payment is based on 42 months and is issued in installments. • Eligible renter households with incomes below 80% AMI will be offered a choice of a Section 8 voucher, a public housing unit, or the full 60-month 104(d) benefit of a Replacement Housing Payment (calculated as 30% of the renter's adjusted monthly income). • For households that choose a Section 8 voucher, RRHA will provide assistance in finding rental units that accept vouchers. |
| Renters who buy a home | <p><i>Eligibility</i></p> <ul style="list-style-type: none"> • Same eligibility requirements as renters who continue to rent. |
| | <p><i>URA/104(d) Benefit</i></p> <ul style="list-style-type: none"> • Replacement housing payment is calculated based on renting a comparable replacement home (see above). Under the URA, the total value of this payment is available at closing as down payment assistance; under 104(d), a portion of the rental payment is available at closing as down payment assistance. |
| Homeowners who choose to rent | <p><i>Eligibility</i></p> <ul style="list-style-type: none"> • Same eligibility requirements as homeowners who buy a replacement home. |

| | |
|--|---|
| | <p><i>URA Benefits</i></p> <ul style="list-style-type: none"> • Federal Benefits are determined by the fair market value of the home based on two appraisals obtained by RRHA. • Replacement housing payment (RHP) is calculated two ways; by determining the economic rent of the relocatee's current home and establishing a rental RHP (described above in renter to renter situation), and by determining a homeowner RHP as if the homeowner elected to purchase a replacement dwelling (the difference between the acquisition price and the cost of purchasing a comparable house). This RHP cannot be more than the RHP would have been if the homeowner decided to purchase a home instead of rent. Paid directly to resident in installments. • Eligible residents will be offered Section 8 vouchers, public housing, or a replacement housing payment. |
| Residents who make multiple moves | <p><i>Eligibility</i></p> <ul style="list-style-type: none"> • URA benefits are "vested" at the time of the first move. All benefits are calculated based on the displacement home and a comparable replacement unit. Any later moves are at the discretion of the resident and are not eligible for additional URA benefits, including moving costs. • Same eligibility requirements as homeowners who buy a replacement home or renters who continue to rent. |
| Business Relocation | <ul style="list-style-type: none"> • Under URA, businesses are entitled to advisory services and a fixed payment or actual moving and reestablishment expenses. |

E. Calculating Benefits

RRHA will utilize HUD Claim forms for calculating moving costs and related expenses and for calculating replacement housing payments for renters and homeowners. See Section III.

F. Acquisition and Relocation Process

1. Acquisition. Property owners will be notified of RRHA's intention to acquire their home. Receipt of this notice does not mean that the family should move right away. RRHA will obtain two appraisals to determine the fair market value of each home. Based on the appraisals, a title search and a review of municipal liens and private debt (existing mortgages), RRHA will make an offer to buy the property or move to have the house condemned.
2. Notification. All residents will receive notices describing the various steps in the relocation process. Table 2 outlines the three key relocation notices that will be sent to displace households. Non-owner residents or renters will receive notice only after negotiations are complete with the property owner. The process begins when residents receive their General Information Notice, a letter that is provided to each impacted household.

| | Acquisition | Relocation |
|----|---|---|
| 1 | Send Notice of Interest or Notice of Intent to Acquire | Send General Information Notice (GIN) |
| 2 | Obtain appraisals according to industry standards; at least two appraisals are recommended for complex acquisitions <i>(30-60 days)</i> | |
| 3 | Send Notice of Just Compensation (ION) | Send Notice of Eligibility for Relocation Benefits |
| 4 | Negotiate/discuss with owner; determine if offer is successful <i>(up to 30 days)</i> | |
| 5a | If negotiations successful , go to closing <i>(approximately 30 to 60 days)</i> | Once Offer Letter or Condemnation Notice is sent, RRHA can meet with occupants to establish relocation benefits. RRHA then issues Entitlement Letter for Relocation Benefits and identifies comparable unit(s). 90-day Notice can be sent. <i>(up to 90 days)</i> |
| 5b | If negotiations unsuccessful , RRHA may file condemnation suit and provide just compensation to court, if appropriate | |

3. Replacement Home Search. Working with RRHA'S Representatives, residents will carefully review their housing options (see following sections).

Once the appropriate housing option is identified (or to help make this decision), the residents can utilize the information available from the Rep to begin looking for a

new home. Residents may be provided with other assistance such as transportation, in locating and purchasing or renting a new home.

Homeowners who wish to purchase a new home and current renters who are interested in and qualified to purchase a home will work with Relocation Counselors – or anyone else they choose --to identify available homes. Residents who plan to purchase a new home should be aware that they will not receive money for their old home until after the sale to RRHA is complete. Therefore, residents may want to defer assuming financial responsibility for their new home until after the acquisition of their current home is complete.

4. Notice to Move. Once RRHA completes the of the household's current home, residents will receive a letter from RRHA informing them that they have a minimum of 90 days to move. For owners, an attempt will be made to have simultaneous closings of the two properties – the old home acquired by RRHA and the new replacement home selected by the owner. After RRHA has acquired the units, renters and owners will be required to pay rent to RRHA and they must continue to pay their utility bills.
5. Residents who need assistance packing should inform their RRHA Rep. All homes (including rental units) must be inspected and all purchased homes must be appraised.

G. Housing Options

Low-income residents are eligible for Section 104(d) relocation assistance -and, if eligible, for the following housing options:

1. Section 8 (Housing Choice) vouchers. Section 8 vouchers provide assistance to households so they can rent housing offered by the private sector. The Section 8 voucher pays the difference between the amount a household can afford to pay for housing (approximately 30% of adjusted income) and the cost of a moderately priced, safe, and sanitary home (rental limits are established by HUD as Fair Market Rents). Because Section 8 vouchers are associated with the family rather than with the unit, they give residents a greater degree of choice in selecting a home. Section 8 voucher holders can use their voucher anywhere in the country with an established voucher program.
2. Public housing unit. Public housing units under the administration of RRHA provide decent and safe rental housing for low-income households, the elderly and people with disabilities. RRHA has a variety of public housing units, ranging from single-family, scattered site homes to high-rise buildings for the elderly and disabled. Residency is limited to low-income households (those with incomes less than 80% of AMI). Residents in these units pay up to 30% of their adjusted income for rent.
 - a. Any current voucher holders displaced by acquisition activities will be offered the choice of continued use of the voucher (in another home). Other low-income residents who are eligible for vouchers will be given priority status on RRHA waiting list for this housing resource.
 - b. All remaining households. Displaced households that currently rent their home -have the option of renting or purchasing a replacement home and

are entitled to federal benefits (Uniform Relocation Act (URA) or 104(d)). Options include the following:

3. Private market rental. Households who choose to continue to rent may move into any unit offered on the private housing market. Depending on income level, households that choose to rent are eligible for either 42 months of rental assistance under the URA or 60 months of rental assistance under 104(d). All rental households that relocate and continue to rent are eligible for some form of federal benefits.
4. Homeownership. Current homeowners and households that are currently renting have the option of a new home. Qualified purchasers may apply their URA replacement housing payments toward their new home.

H. URA Reporting Requirements

The comprehensive documentation of relocation activities and benefits, in accordance with federal regulation, is essential. HUD has provided recordkeeping and monitoring checklists for file contents in its *All the Right Moves* notebook published in May 2002. RRHA will utilize these existing checklists to provide detailed descriptions of records by relocation activity. The table below summarizes the kinds of documents that must be maintained.

Table 2: Documents to be Maintained

| | |
|--|--|
| <p>Displaced Persons and Non-Residential Relocation</p> | <ul style="list-style-type: none"> • Documentation of eligibility: date agency determined to acquire the property, date of initial occupancy, date of • project approval or closing • For residential occupants: household information including • name, age, sex, income, and disability status of each • member • Dates of personal contact, referrals made to at least one comparable unit, services provided • Identification of relocation needs and preferences • Copies of all notices and approved claim forms • For residential occupants, dated and signed copy of the inspection showing the condition of the unit |
|--|--|

| | |
|--------------------------------|---|
| | <ul style="list-style-type: none"> • Address of property the displaced person selected. If residential, rent (for renters), utilities, price (for homeowners), date of move, if property is located in area of minority concentration (as defined in the Consolidated Plan) • Evidence of replacement housing payment (if applicable) by moving type—rental, homeowner, down payment • For businesses: type of enterprise, race of business owner, documentation of fixed or actual moving payment, documentation of reestablishment expenses • Evidence that the person received payment and, if purchased a home, that the replacement housing payment was applied to and related costs • Copy of any appeals or complaints filed and grantee's response • 104(d) information: was unit demolished with CDBG or HOME funds; was unit rent below Section 8 FMR, was unit occupied within three months of demolition or conversion, was the unit vacant but occupiable, does the unit have to be replaced under one-for-one requirements, was a low-income person displaced and were 104(d) level payments made |
| <i>Acquired Parcels</i> | <ul style="list-style-type: none"> • Identification of property and the owner(s) • Evidence that the owner was provided timely information about the acquisition and URA rights |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Copy of the appraisal report and review appraiser's report • Evidence that the owner was invited to accompany each appraiser on an inspection of the property • Copy of written offer to the property, date the offer was delivered to owner, and summary statement outlining the basis for determining the just compensation • Copy of contract to the property and documents conveying ownership • Copy of closing statement identifying incidental expenses and evidence that the owner received net proceeds from the sale • Copy of any appeals or complaints filed and grantee's response |
|--|--|

RRHA will use HUD claim forms for calculating URA/104(d) eligibility and benefits.

These records are confidential and can only be made available to authorized staff, HUD, or by written request of the affected person or designated representative. Records will be kept for three years past the latest of:

1. payments for relocation and acquisition made;
2. project completion date; or
3. all issues due to litigation, negotiation, audit, other actions taken

V. Relocation of Business or Non-Profit Organizations

A business or nonprofit organization located at a targeted redevelopment site, or acquired by RRHA for the purposes of revitalization is eligible for relocation assistance if all the following are true:

1. They have not waived their right to assistance;
2. They meet all licensing requirements;
 - a. The conduct of the on-site business was authorized by RRHA and conforms to all lease requirements;
 - b. The business formed and began operation prior to notice of intent to acquire or demolition approval from HUD;

- c. If it is a nonprofit organization, it must be incorporated under the laws of a state **and** exempt from paying federal income taxes under section 501 of the Internal Revenue Code.

A. Notices

Eligible businesses and nonprofit organizations are entitled to receive the same types of notices that residential tenants shall receive (Notice of Relocation Eligibility and Ninety (90) Day Notice to Vacate).

B. Choice of Assistance

Eligible businesses and nonprofit organizations may choose one of the following two forms of relocation assistance: (i) payment of actual and reasonable costs of packing, moving, and re-establishing expenses; or, (ii) fixed payment. RRHA anticipates that the affected businesses will elect the fixed payment option. The following sections describe these choices in more detail.

1. Payment of Actual and Reasonable Costs (See 49 C.F.R. §§ 24.303, 24.305)
 - a. transportation of personal property. Transportation costs beyond fifty (50) miles are not eligible unless RRHA determines that a greater distance is justified;
 - b. packing, crating, unpacking and uncrating;
 - c. disconnecting, dismantling, removing, reassembling, and reinstalling other personal property, including utility connections and modifications to adapt to replacement site and structure;
 - d. storage of personal property for up to 12 months;
 - e. insurance in connection with the move of personal property;
 - f. uninsured replacement value of property lost, stolen or damaged during the move through no fault of the owner;
 - g. professional services necessary for planning the move, and moving and installing the personal property;
 - h. actual direct loss of tangible personal property as a result of moving or discontinuance of the business. This payment shall be the lesser of (1) the item's market value less the proceeds of its sale; (2) estimated cost of moving the item.
 - i. reasonable cost of selling an item not to be moved;
 - j. If an item is not to be moved and the owner promptly purchases a substitute, the lesser of (1) the cost of the substitute item minus the proceeds of selling the original, or (2) the estimated cost of moving and reinstalling the original.
 - k. cost of searching for a replacement location, not to exceed \$1,000.
 - l. other costs that RRHA deems necessary and reasonable.

2. Re-establishment Expenses (See 49 C.F.R. § 24.304): RRHA shall pay actual and reasonable expenses for the following re-establishment costs up to a maximum of \$10,000:
 - a. repairs or improvement to the replacement property that the law requires;
 - b. modifications to accommodate the business operation or to make the replacement property suitable for conducting the business or organization;
 - c. construction or installation of a sign;
 - d. provision of utilities from the right-of-way to improvements on the replacement site;
 - e. redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting;
 - f. feasibility surveys, soils testing, and marketing studies;
 - g. advertisement of replacement location;
 - h. professional services in connection with the or lease of a replacement site;
 - i. estimated increased costs of operating during the first 2 years at the replacement site;
 - j. impact fees or one-time assessments for anticipated heavy utility usages;
 - k. other items that RRHA considers essential.

C. Ineligible Expenses: [49 CFR § 24.305]

RRHA shall not pay for the following expenses:

1. interest on loan to cover moving expenses;
2. loss of goodwill;
3. loss of profits;
4. loss of trained employees;
5. any additional expense of operating at the new location;
6. personal injury;
7. any legal fee or other cost for preparing a claim for relocation payment.

D. Fixed Payment for Moving Expenses [49 CFR § 24.306]

A business or non-profit organization may also elect to receive a fixed payment in lieu of payment for actual and reasonable expenses if RRHA determines that the relocation would cause a substantial loss of existing clientele or net earnings to the business, or, in the case of a nonprofit organization, a substantial loss of membership or clientele.

This fixed payment shall range from \$1,000 to \$20,000. The amount of the fixed payment shall be equal to the business' average, net earnings or for nonprofit organizations, the average of annual gross revenues minus administrative

expenses. A full description of the method of calculating these amounts appears at 49 C.F.R § 24.306.

VI. Grievance Procedures

Any displaced resident who has a complaint about their relocation or relocation assistance may file a written grievance with RRHA. RRHA will use its standard grievance process to address the complaint. A resident will have fifteen (15) days from the date of the RRHA action at issue to request a grievance hearing, except if he or she is appealing from the 30day notice to move then he or she must request the grievance hearing within five (5) days of receiving that notice.

A description of the grievance process can be found in the RRHA's Tenant Grievance Procedure.

A resident may use the grievance procedure to complain about any of the following:

- A. mistake in determining eligibility for relocation assistance;
- B. mistake in the amount of any payment;
- C. improper notification;
- D. failure to provide a comparable, alternative replacement unit;
- E. mistake in assigning or honoring the proper priority for relocation or re-occupancy;
- F. any failure to comply with this Relocation Plan.

VII. Relocation Procedures

A. Resident Relocation Preferences

To assist with scheduling moves, residents will complete a Relocation Assessment with a Relocation Counselor. The assessment will document the resident's relocation preference and desire to return or not. The assessment will also indicate whether they are eager to move, what special household characteristics exist that might identify priority status for moving, and general preference for relocation recourses including:

- 1. Moving to another RRHA development
- 2. Taking a Housing Choice (Section 8) Voucher

RRHA will create a database of all respondents and their preferences to prioritize the schedule for relocation intake and offer of comparable units.

B. Notification Process

The following notices are required.

- 1. **General Information Notice.** Generally, this notice is sent prior to acquisition and the start of case management. It informs residential and nonresidential occupants of the pending project, including acquisition of property. It cautions

occupants not to move prematurely. RRHA will include the HUD handbook describing residential/non-residential rights (handbook may also be provided at the initial meeting with a Relocation Specialist and can be downloaded from the HUD website).

2. **Notice of Eligibility for Relocation Assistance, per HUD guidance sent to all residents** after the Initiation of Negotiations (ION) date which is the date when HUD approves the Revitalization Plan (or demolition/inventory removal plan). Ideally sent at least six months before families are relocated. This notice informs residential/non-residential occupants being displaced of their rights as well as levels of assistance available under the URA, Section 18 or 104(d). It includes **information that occupants will not be required to move without a comparable unit, and they** will have at least 90 days' notice from the date of referral. If feasible, it includes the addresses of comparable replacement units. It also includes the amount of moving expenses the displaced person will receive (amount of maximum replacement housing payment based on the comparable unit).
3. **90-Day Notice.** Can be combined with Notice of Eligibility and must include at least one offer of an available comparable unit. Each displaced household will receive at least 90 days written advance notice before being required to move. This notice includes the specific date by which the property must be vacated. If the date is not known, the notice includes the earliest date the occupant may be required to move.
4. **30-Day Notice.** Sent 60 days after 90-Day Notice has been issued *if resident has not yet relocated*.

C. Standard for Issuing Notices

RRHA must serve all personal relocation notices to residents or non-residential occupants either personally (and have them sign acknowledging receipt) or by certified or registered first class mail, return receipt requested.

1. Write each notice in plain, understandable language. Persons who are unable to read and understand the notice (e.g., illiterate, foreign language, or impaired vision or other disability) must be provided with appropriate translation/communication (e.g., sign language interpreter or reader) and counseling. All notices should be translated, if necessary.
2. Each notice will indicate the name and telephone number (including the telecommunications device for the deaf (TDD) number, if applicable) of a
3. person who may be contacted for answers to questions or other needed help.
4. RRHA should serve the 30-day Notices to Move in the same way that it serves termination notices. This means that it will attempt the following ways to serve in the following order:
 - a. serve the notice personally on the resident/occupant

- b. if the resident is absent from the premises, serve on some person of suitable age and discretion found at the premises AND mail the resident a copy of the notice (regular mail)
- c. post a copy of the notice on the door and mail a copy to the resident (regular mail).

D. Documentation

RRHA must keep a separate file for each person, business or non-profit relocated. Each file must include copies of all notices sent and the evidence of delivery. These relocation files must be kept for at least 3 years following the completion of any redevelopment, or any audit, litigation or investigation associated with the redevelopment.

E. Relocation Intake Process

RRHA will schedule intake interviews with all heads of households. These interviews will be schedule based on any priority status established for that site, such as relocation and demolition phasing, or other special and priority considerations (such as elderly or disabled, children in school, hardship, etc.).

1. Create a Relocation File for Each Household

See Section VIII for specific contents of this file. This will include all required relocation forms as well as the household data from RRHA's database that should be printed out prior to each interview.

2. Schedule Interviews

Interviews will preferably be held in the office or in resident homes as needed. Special accommodations are provided for persons with a disability.

3. Conduct Relocation

At the Interview, the Relocation Specialist will confirm or collect needed information:

- a. Review RRHA's existing data with the client, update as needed.
 - i. Confirm whether or not people in RRHA's files are really the people in household.
 - ii. Determine who should be on the lease. If someone has been living there for several months, they can be added, at the discretion of the RRHA.
- b. Complete the Relocation Intake Form/Assessment
- c. Complete Certification of Lawful Residency Form
- d. Confirm the Household's Relocation Preference and Eligibility.
- e. Have a lease-member sign the Relocation Agreement and Intent to Return.
- f. Determine Housing Eligibility.

- i. Revalidate current income using RRHA's standard procedures.
- ii. If the household prefers to relocate to a RRHA unit, conduct an updated re-examination/certification. The results of this recertification will affect the household rent immediately.
- iii. Determine if household is interested in Housing Choice and if so, refer them to Housing Choice Voucher to determine if household is eligible for a Housing Choice (Section 8) voucher using RRHA standard procedures.
 - (1) If ineligible, the household must be given an RRHA unit and a re-examination/certification completed.
 - (2) RS should pay particular attention to income disregards. If a household is found to be eligible, the RS should speak with the Lead Relocation Specialist before proceeding.

g. Offer of Comparable Unit

Once relocation preference and eligibility are confirmed, the Relocation Specialist (RS) and RRHA staff can identify a comparable unit for the household.

- i. If a comparable unit is available before the ION date, and the resident wishes to relocate early, RS will have a lease-member sign an Early Mover Waiver waiving the resident's 90-day and 30-day notices.
- ii. If a comparable unit is not available, RS will mail the 90-day Notice when a comparable unit becomes available.

4. Describe to the Resident What They Can Expect Next

- a. The resident should schedule a meeting with their case manager (if they have not done so already). They will not be able to relocate until they have met with their case manager.
- b. If the resident will be using a Housing Choice Voucher to relocate, they will need to attend an on-site training on the voucher program.
 - i. This training will be led by RRHA Section 8 staff.
 - ii. Caution residents to not make any non-refundable deposits on a unit until it has passed an RRHA inspection.

5. Update Contact Form (HUD Form) in file

6. Create and Maintain a List of Available Units – RRHA Staff Will Complete

RRHA will maintain an inventory of available relocation resources.

a. Public Housing Units

- i. The list of available units will be maintained by RRHA's Director of Resident Services, based on reports by individual property managers as units become available. This list will be maintained by development and by unit size available. Ideally, the Relocation Counselors will be able to

pull the list of available units from the computer system on a weekly basis.

- ii. The Director of Resident Services will discuss this information with the Relocation Counselors, all of whom will communicate the information to households, as appropriate.

b. *Housing Choice Vouchers (Section 8)*

- i. RRHA's Section 8 office will continue to maintain an updated list of participating landlords and available properties. Section 8 staff will send listings of available units to the Director of Resident Services as soon as they become available.
- ii. The Relocation Counselors will communicate unit availability information to households, as appropriate.

7. Match Households with Available Units

Based on information gathered during the Intake Interview, Relocation Counselors will determine whether a household will be relocating to another public housing unit, using a Housing Choice Voucher or into the private housing market.

a. *RRHA Units*

- i. Before or during the Intake interview, the RS will check list of available units for a unit matching the household's preference (i.e. elderly vs. family) and eligible unit size.
- ii. If an appropriate unit is available, the RS will provide residents with a unit description and offer transportation to view unit, if needed.
- iii. If a unit is not available, a comparable housing unit will be included with their 90-Day Notice to move.
- iv. When presented with an available unit:
 - (1) Elderly residents are eligible for one right of refusal. Preferably, they will be offered 2 choices at the same time and will need to select one of these two units.
 - (2) Residents seeking to live in the family developments will be given no right of refusal. They must accept the first unit that matches their unit profile.

b. *Housing Choice Vouchers (Section 8)*

- i. The RS will provide resident with a listing of all units currently available and sign resident up for Housing Choice (Section 8) voucher on-site training sessions.
- ii. Residents are sent, with necessary paperwork, to look at these units and any others they might find on their own.

- (1) If a resident knows that they want to take their voucher and leave the Richmond area (i.e. port out), the RS will refer the resident to the Section 8 department immediately to begin the process. Any decision to “Port Out” will be made by the Section 8 department.
- iii. If necessary, the RS will help them find a unit. This assistance might include:
 - (1) Driving the resident around to look at potential units.
 - (2) providing translation assistance with potential landlords.
- iv. Once a unit is located, RRHA staff will check the following:
 - (1) Rent is within RRHA’s Fair Market Rent structure;
 - (2) Residents do not pay more than 40% of their monthly income (ideally no more than 30%, which will be used for calculation of any Replacement Housing Payment); and
 - (3) Determine utility payments.
- v. Resident makes a request to the Section 8 department for:
 - (1) Lease approval; and
 - (2) Inspection
- vi. Section 8 department schedules and ensures completion of inspection (within five days).
- vii. Landlord completes any needed changes.
- viii. Unit available for relocation.

F. Moving Process

1. When a household is notified of a comparable unit, they should be provided a Resident Moving Checklist.
2. For those households that selected Move Option 3 (Reimbursement of Actual Expenses), they should also receive a list of eligible moving expenses that will be reimbursed (found on the HUD Form, Claim for Moving and Related Expenses).
3. The 90-Day Notice is used to notify residents of their move date. The Relocation Counselors will send a 90-Day Notice to residents with an available comparable unit, unless a unit was decided upon during the Intake Interview and the 90-Day Notice was waived.
4. The resident provides specific date of move so displacement unit can be immediately secured and new RRHA unit can be available for move-in. Residents are reminded to take care of utility disconnects and connections.
5. If a household has not vacated its unit by the required move date, it will be required to pay a \$50 Not Ready Fee.

G. Packing Assistance

1. Resident notifies the Relocation Specialist if they need packing assistance; Relocation Specialist identifies assistance and schedules.
2. For residents who pack themselves, boxes and tape will be made available by RRHA.

H. Payment Process

Once a replacement unit has been identified, the Relocation Specialist can determine the household's exact relocation payment. The relocation payment will be calculated using the Calculation of Renter Benefits Form or Homeowner Benefits Form.

1. Moving Costs
 - a. The Relocation Specialist will use the Claim for Moving and Related Expense (HUD Form) to determine eligible moving costs, based on the household's method of moving and the household's unit size.
 - b. If household chooses Moving Option 3 (Reimbursement of **Actual** Expenses) and wishes to be reimbursed for their actual expenses, they will need to provide all receipts to their Relocation Counselor. The Relocation Specialist should staple these receipts to the claim form.
2. Security Deposits
 - a. Current RRHA Deposit
 - i. RRHA will inspect the displacement unit on moving day to assess any damage charges. After the move, RRHA will return resident deposit (minus any damage charges).
 - ii. If the apartment has been damaged or is left in poor condition, the RS and/or an RRHA representative should document damage/mess with photos that are then placed in the resident's relocation file. This may be relevant information if the resident wants to return to a new unit.
 - b. Replacement Unit Deposits
 - i. RRHA will pay for replacement unit deposits (security or utility).
 - (1) RRHA will provide security deposits via loans paid directly to the landlord. Any unused portion will be returned directly to RRHA.
 - (2) RRHA will provide utility deposits or transfer fees via loans directly to the utility companies. Any unused portion will be returned directly to RRHA.
3. Replacement Housing Payment (RHP)
 - a. Anyone facing an increase in rental costs by taking a Housing Choice Voucher can be offered an RRHA public housing unit, if available.

I. Request and Process Relocation Payment

1. Complete Payment Authorization Form in order to release money to client for moving costs.
 - a. 50% of Moving Cost Payment (for Option 2) can be released pre-move, once a replacement unit is secured and the relocation payment has been calculated. Up to 100% of security and utility deposits can be paid prior to the move.
 - b. 50% of remaining Moving Cost Payment (Option 2) will be released after inspection of the vacated RRHA unit; 100% of RRHA security deposit will be released after the move.
2. The Relocation Specialist and the Director of Resident Services must sign authorization form.
3. The Relocation Specialist will forward the form to RRHA's Finance Department.
4. *The Finance Department will issue the check within 10-15 business days and give to the Relocation Specialist to pass on to the resident.*

VIII. Record Keeping and Data Compilation

RRHA will retain all records of relocation activity for at least three (3) years following the later of (i) the completion of the redevelopment, or (ii) any audit, litigation or investigation associated with the redevelopment.

Good recordkeeping, including a record of contacts with affected residents, is necessary to ensure continuity in the event of staff turnover.

A. Confidentiality of Records

Relocation records that identify a particular resident are confidential. RRHA will not disclose them to persons outside the agency without the resident's consent. These records may only be made available if required by applicable law, or on the written request of an affected person, or for review by HUD.

B. Data Compilation

1. List of Occupants RRHA will compile and keep a list identifying the name, address, race/ethnicity and gender of the following persons:
 - a. Original residents on the date that RRHA submitted its application to HUD (applications may include demolition, disposition, acquisition);
 - b. Persons who moved into the site between the date that RRHA submitted its application and the date that the redevelopment is completed.
 - c. All persons occupying the property when the project is completed.
2. Displaced Persons

RRHA will keep a separate relocation file for each person relocated from a site to document all contacts, actions, and determinations with regard to the relocation and assistance provided to that resident. On top of all forms will be a Contact Record

(HUD Form) and on top of all notices will be a Relocation Resident File Checklist. The file will include the following information and material:

- a. Personal Information for each Household Member;
- b. Documentation showing the proper service of all required notices, including copies of all notices and the evidence of delivery;
- c. Documentation of the calculation of the Replacement Housing Payment, including the specific comparable unit used to establish the RHP;
- d. Identification of the resident's relocation needs and preferences;
- e. Dates of personal contact;
- f. Services provided;
- g. Referrals to Comparable Housing:
 - i. Referrals to replacement housing
 - ii. date of referrals
 - iii. date of availability and reasons that the person declined any referral
 - iv. rent/utility cost of any referral;
- h. Identification of Actual Replacement Unit:
 - i. address
 - ii. rent/utility costs
 - iii. date of relocation
 - iv. whether located in an area of minority concentration:
- i. Replacement dwelling inspection report:
- j. Documentation of all payments made:
- k. Copy of Housing Voucher issued: and
- l. Copy of any appeal or complaint filed and the PHA response.

CHAPTER 17 - PET POLICY

[24 CFR 5.309]

PURPOSE

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains RRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of RRHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of RRHA.

The purpose of this policy is to establish RRHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. RRHA also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Richmond Redevelopment and Housing Authority (RRHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in RRHA owned properties.

A common household pet, for the purposes of RRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own and keep fish or birds in accordance with the dwelling lease.

Residents may own up to two pets. If one of the pets is a dog or cat, (or other four-legged animal), then the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

E. Exclusion for Animals that Assist Persons with Disabilities

Animals that are needed as a Reasonable Accommodation for persons with disabilities are not considered pets and thus are not subject to RRHA's pet policies other than approval, care and handling requirements delineated herein [24 CFR 5.303; 960.705]. RRHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit RRHA's developments and dwelling units [24 CFR 5; 24 CFR 960.705]. The exclusion applies to animals that reside in developments for the elderly or persons with disabilities. RRHA must grant this exclusion if the following is provided:

1. The resident or prospective resident verifies that they are persons with disabilities by completing RRHA's reasonable accommodation process.
2. The animal has been trained to assist persons with the specific disability (example, seeing eye dog); and
3. The animal actually assists the person with a disability.

F. Companion Service Animal

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted [24 CFR 5.303; 28 CFR 36.104]. Assistance animals – often referred to as "service animals", "assistive animals," "support animals," or "therapy animals" –perform many disability-related functions, including but not limited to the following: [Section 504: Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

1. Guiding individuals who are blind or have low vision
2. Alerting individuals who are deaf or hearing impaired
3. Providing minimal protection or rescue assistance
4. Pulling a wheelchair
5. Fetching items
6. Alerting persons to impending seizures
7. Providing emotional support to persons with disabilities who have a disability-related need for such support

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179]. When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing RRHA's reasonable accommodation process.

RRHA will not refuse to allow a person with disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 179].

RRHA will require verification that the applicant is a "qualified individual with disabilities" as defined by [24 CFR 8.3] and that the animal is necessary in coping or assisting with the disability.

RRHA may refuse to permit persons with a disability to use and live with an assistance animal that is needed to assist them if: [PH Occ GB, p. 179]:

1. 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; or
 2. There is reliable objective evidence that the animal would cause substantial physical damage to the property of others; or
 3. There is reliable objective evidence that the service and assistance animals are known to be dangerous or wild animals or have the proclivity to be dangerous.
- Upon receipt of verifications, RRHA will approve the animal.

Residents requiring more than one pet as either a "companion animal" or "service animal" must request the animal by completing RRHA's reasonable accommodation process.

G. Care and Handling of Assistance Animals

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. [24 CFR 5.303; 24 CFR 960.705]

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, RRHA will consider whether the violation could be reduced or eliminated by a Reasonable Accommodation. If RRHA determines that no such accommodation can be made, RRHA may withdraw the approval of a particular assistance animal.

H. Mandatory Rules for Residents with Pets

In accordance with [24 CFR 960.707], RRHA hereby sets forth the following rules for pet ownership in its conventional housing units:

1. Registration

The Resident must request and receive written formal approval from the RRHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard RRHA pet registration form.

Residents registering cats, dogs, or other four-legged animal, after receiving written approval for pet ownership, will be issued a sticker, a red "P," to be displayed on the front door or window of the dwelling unit. Said sticker will identify the unit to RRHA staff or law enforcement officials as having Pet Addendum with the housing authority.

Registration of the pet shall include a photograph being taken by an RRHA representative and retained in the resident's folder. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.

Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first-year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.

At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.

The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

I. Dogs

If the pet is a dog, it shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.

Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

Doghouses located outside any dwelling unit are prohibited.

J. Cats

The weight of a cat cannot exceed ten (10) pounds (fully-grown).

The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary. The contents of litter boxes shall not be flushed down the toilet or poured in the drain.

Must be spayed or neutered, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

K. Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on an RRHA approved form.

L. Birds

Maximum number: 2

Must be enclosed in a cage at all times.

M. Fish

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container if the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fishbowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

N. Rodents

(ARE NOT ALLOWED)

O. Inoculations/Vaccinations

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper inoculations or boosters, and all other vaccinations as required by local and state law. Annually, the resident shall provide the RRHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the approved RRHA form.

P. Licensing

Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The animal must always wear a license with owner's name, address and telephone number.

In the event that applicable State or local law changes with reference to licensing of any and all pets, RRHA will require its residents to comply upon appropriate notice.

Q. Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (resident assigned trash receptacles or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured and deposited in a trash receptacle or dumpster.
4. Poorly disposed waste will not be tolerated and will be subject to a \$25.00 charge per incident. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$25.00 charge will be levied to the resident's account.

5. Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

R. General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Pets are not permitted on balconies.
3. Residents may have one dog or one cat plus one bird or one tank of fish. Resident agrees not to harbor, even temporarily, any more than a total of two house pets per unit.
4. Resident agrees not to harbor, even temporarily, any animal, dog and/or cat from outside RRHA, that is not registered with RRHA or that is prohibited under this policy. Visiting pets are not allowed.
5. Resident accepts full responsibility for itself and its Pet(s) and RRHA, its agents, officers, directors, current and former employees and all persons acting on RRHA's behalf shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death and attorney's fees related to or resulting from the Pet's presence and/or activities on properties owned by RRHA.
6. RRHA, its agents, officers, directors, current and former employees and all persons acting on RRHA's behalf shall not be liable for any claims, demands, damages, actions, liabilities of whatever kind or nature, including but not limited to, any claims for property damage, personal injury, death and attorney's fees related to or resulting from the presence and/or activities of stray and/or abandoned animals on properties owned by RRHA.
7. Costs incurred by RRHA for extermination of fleas, ticks, and other animal related pests, will be deducted from the pet security deposit after either the pet is removed, or the resident vacates. Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an "as needed" basis.
8. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The RRHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet, or the dwelling lease will be terminated.
9. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances,

state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.

10. The weight of all four-legged animals, other than dogs, cannot exceed 10 pounds with height not to exceed 15 inches from the front shoulder of the animal.
11. Pets may not be bred or used for any commercial purposes on RRHA property.

S. Control of Animal

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. RRHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on RRHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

T. Unattended Pets

Pet(s) may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to RRHA staff that a pet has been left unattended for more than a twenty- four (24) hour period, RRHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

U. Prohibited Pets

1. RRHA forbids any pet that exceeds the weight and height restrictions contained in Paragraph E.1. hereinabove or any pet or animal that qualifies as a "dangerous dog" or "vicious dog" as defined in §§ 3.2-6540 and 3.2-6541 of the Code of Virginia, respectively (collectively, "Prohibited dogs"). Any pet or animal considered vicious, dangerous, or kept for the purpose of training for fighting or wagering of bets (i.e., rooster for "cockfighting," etc.) are

prohibited. RRHA forbids the keeping of animals that have had their vocal cords cut by a process commonly known as “debarking.”

2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that is untamable to routine human handling.
5. Animals of species commonly used on farms.
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Snakes, lizards, spiders, chickens.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
11. Any animals whose weight could exceed 20 pounds by adulthood.
12. Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
13. Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
14. Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
15. Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

Tenants must adhere to the restrictions on numbers and types of pets.

R. Pet Policy Violation Procedures

RRHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. RRHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

S. Notice of Pet Policy Violation

If RRHA determines on the basis of objective facts that a pet owner has violated a rule governing the owning or keeping of pets:

1. RRHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:
 - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
 - b. State that the pet owner has twenty-four (24) hours from the effective date of service of the written notice of Pet Policy Violation (1) to correct the violation (including, in appropriate circumstances, removal of the pet) or (2) to make a written request for a private conference in accordance with Paragraph S;
 - c. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
 - d. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

R. Pet Policy Violation Private Conference

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, RRHA shall establish a mutually agreeable time and place for the private conference but no later than ten (10) business days from the effective date of service of the written notice of Pet Policy violation.

At the Pet Policy Violation private conference, the pet owner and RRHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. RRHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

S. Notice for Pet Removal

If the pet owner and RRHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of RRHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, RRHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within 24 hours of the effective date of service of the written notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

T. Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy

RRHA may initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation.

RRHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

U. Schedule of Pet Fees and Initial Deposit Fee

(A Pet Fee and Deposit is required for each pet at the time of registration)

| Type of Pet | Fee | Deposit |
|--|------|---------|
| Dog | \$50 | \$100 |
| Cat | \$50 | \$100 |
| Fish Aquarium | \$0 | \$0 |
| Fishbowl (Requires no power and not larger than two gallons) | \$0 | \$0 |
| Caged Pets | \$0 | \$0 |

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF RRHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW OR ADDITIONAL PETS.

The entire fee (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The Pet fee shall be paid at the time of approval of the pet and all proof of inoculations and other requirements shall be made available to the RRHA at such time. The Pet Fee is not refundable, nor will it be prorated in the event of move-out before the annual reexamination date. The pet deposit made shall be utilized to offset damages caused by the pet and/or tenant and to prepare the unit for occupancy by another tenant. Any balance, if any, from the deposit will be refunded to the tenant.

V. Pet Fees

Non- Refundable Pet Fees: General Occupancy Developments

RRHA requires a non-refundable pet fee to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b) (1)].

Pet owners must pay a pet fee equal to \$50 per apartment.

Fees will be used only to pay reasonable expenses directly attributable to the presence of a pet including but not limited to:

1. The cost of repairs and replacements to the resident's dwelling apartment

2. Fumigation of the dwelling apartment
3. Repairs to common areas of the project
4. The expense of flea elimination shall also be the responsibility of the resident.

Depletion of the fee shall be replaced by the pet owning resident within thirty (30) days of written notice by the Authority of said depletion.

RRHA will place the fee in an account of the type required under applicable State or local law for pet fees. RRHA must comply with such laws as to retention of the fee, interest, and return of the pet fee is not returnable to the resident, and any other applicable requirements [24 CFR 960.707(d)].

W. Payment of Non-Refundable Pet Fee and Refundable Pet Deposit: General Occupancy Developments

Pet owners are required to pay the pet fee in addition to any other required amounts. Pet owners must pay a pet fee equal to \$50 per apartment. The fee must be paid in full before the pet is brought on the premises. The pet fee is not part of rent payable by the resident.

Pet owners are required to pay a pet deposit. Pet owners must pay a deposit equal to \$100 per apartment. The deposit must be paid in full before the pet is brought on the premises. [24 CFR 5.318(d) (1)]

X. Refund of Refundable Pet Deposit: General Occupancy Developments

RRHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.

The resident will be billed for any amount that exceeds the pet deposit.

RRHA will provide the resident with a written list of any charges against the pet deposit after the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, RRHA will provide a meeting to discuss the charges.

Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

1. Landscaping costs
2. Pest control costs
3. Insurance costs
4. Clean-up costs

Y. Payment of Non- Refundable Pet Fee: Elderly/Disabled Developments

Pet owners are required to pay the pet fee in addition to any other required amounts. Pet owners must pay a pet fee equal to \$50 per apartment. The fee must be paid in full before the pet is brought on the premises. The pet fee is not part of rent payable by the resident.

Z. Payment of Refundable Pet Deposit: Elderly/Disabled Developments

Pet owners are required to pay the pet fee in addition to any other required amounts. The fee must be paid in full before the pet is brought on the premises. The pet fee is not part of rent payable by the resident. At least \$50 of the \$100 refundable pet deposit must be paid before the pet is brought on the premises. The remaining \$50 must be paid within 5 months of bringing the pet on the premises.

AA. Refund of Refundable Pet Deposit: Elderly/Disabled Developments

RRHA will use the pet fee for on-going reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the resident's dwelling apartment. RRHA will refund the unused portion of the pet deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or keeps a pet in the apartment. The pet deposit will be used for reasonable pet related expenses associated with preparing the unit for a new tenant [24 CFR 5.318(d) (1)].

1. RRHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling apartment, after move-out or removal of the pet from the apartment.
2. The resident will be billed for any amount that exceeds the pet deposit.
3. RRHA will provide the resident with a written list of any charges against the pet deposit after the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, RRHA will provide a meeting to discuss

CHAPTER 18 - COMMUNITY SERVICE and SELF SUFFICIENCY REQUIREMENT (CSSR) POLICY

PURPOSE

The Community Service and Self-Sufficiency Requirement is mandated by Congress as a part of the Quality Housing and Work Responsibility Act of 1998. This law requires that all public housing adult tenants contribute eight (8) hours per month of community service (volunteer work) or participate in an economic self-sufficiency program for 8 hours per month [24 CFR 960.603(a)], or a combination of both, as a condition of receipt of Federal Housing assistance. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification. Under this provision of law, noncompliance with the community service and self-sufficiency requirement is a violation, and is grounds for non-renewal of the lease at the end of a 12-month term. This requirement is stated in the dwelling lease signed with all tenants of Richmond Redevelopment and Housing Authority (RRHA).

RRHA requires tenants to verify compliance annually, at least 30 days before the expiration of the lease term. Self-certification by tenants is not acceptable; third party certification must be provided by the entity where the tenant is performing the service.

A. Definitions

Community Service: The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

B. Community Service –Eligible Community Service Activities Include, But Are Not Limited To:

1. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
2. Nonprofit organizations serving RRHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;

3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
5. RRHA housing to improve grounds or provide gardens (so long as such work does not alter the RRHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with RRHA-run self-sufficiency activities including supporting computer learning centers; and,
6. Care for the children of other residents so parents may volunteer.

RRHA may form its own policy regarding accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

Pursuant to 24 CFR 960.609, no RRHA may not substitute community service activity performed by a resident for work ordinarily performed by a RRHA employee. However, residents may do community service on RRHA property or with or through RRHA programs to assist with or enhance work done by a RRHA employee.

RRHA should notify their insurance companies if residents will be serving at the RRHA

C. Economic Self Sufficiency Program

For the purpose of satisfying the community service requirement, participating in an Economic Self Sufficiency Program is defined by HUD as any program designed to encourage assist, train or facilitate economic independence of assisted families or to provide work for such families.

D. Self-Sufficiency

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English proficiency classes;

8. Budgeting and credit counseling.

E. Exempt Residents

RRHA is required to set out in their Admissions and Continuing Occupancy Policy (ACOP) how the RRHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents, as codified at 24 CFR 960.601, include persons who are:

1. 62 years or older;
2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
 - a. is a primary caretaker of such individual;
3. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
 - a. Unsubsidized employment;
 - b. Subsidized private-sector employment;
 - c. Subsidized public-sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job-training;
 - f. Job-search;
 - g. Community service programs;
 - h. Vocational educational training (not to exceed 12 months with respect to any individual);
 - i. Job-skills training directly related to employment;
 - j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
4. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; 4
5. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other

welfare program of the State in which RRHA is located including a State-administered Welfare-to-Work program; or,

6. 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. Section 601 et seq.), or under any other welfare program of the State¹ in which the RRHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

RRHA makes the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with RRHA's determination, the resident may dispute the decision through RRHA's Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b)).

F. Resident Responsibilities at Lease Execution or Re-examination

At lease execution or re-examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:

1. Provide documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used by RRHA to determine whether the tenant is exempt from the CSSR) and,
2. Sign a certification (examples provided in Attachments A and B) that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to RRHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the RRHA as soon as possible.

G. RRHA Annual Reexamination Process

RRHA will include in the CSSR policy that exemption/CSSR completion is verified annually. At least 30 days before the annual reexamination and/or lease expiration, review the exempt or nonexempt status and compliance of non-exempt family members [24 CFR 960.605(c)(3)]. At each regularly scheduled rent re-examination, each non-exempt family member must present a signed certification on a form provided by RRHA of CSSR activities performed over the previous twelve (12) months. RRHA must obtain third-party verification of CSSR completion administered through outside organizations

Each adult member of the household must sign a Community Service Exemption Certification .with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in RRHA files at each annual reexamination or if they become an "exempt adult" at any time between reexaminations that the status should change.

If the resident is not exempt, then s/he is required to start performing community service or participation in a self-sufficiency activity when the reexamination takes effect. Residents will be provided with a list of exemptions with verification resources for each. Each resident file will include verification of the resident's exempt or non-exempt status and a tracking log for community service or self-sufficiency activities. Upon determination by RRHA that a family has a non-exempt, non-compliant members, RRHA will notify the head of household and non-compliant resident(s) as soon as possible of the non-compliance and of their right to enter into a written agreement to cure the non-compliance and to request a grievance hearing. For each household, the CSSR will be reviewed at each annual reexamination.

H. Residents Living in RRHA Communities Managed by Other Agencies

Residents living in public housing managed by other agencies are also required to perform the CSSR, and will receive the same information and assistance from their property managers.

I. Process for Obtaining an Exemption

At each annual reexamination, residents will be informed if they are automatically exempt from the CSSR (see Annual Reexamination Process above). At the annual reexamination, residents can apply for exemption through self-certification or Third-Party Verification. Residents may **self-certify that:**

1. Is 62 years or older.
2. S/he is Blind or Disabled and unable to comply with the service requirement.
3. S/he is the primary caretaker of someone disabled or elderly (self – certification will only apply when such individual is listed as a member of the household of the person requesting the exemption)

Residents may also obtain an exemption form for Third-Party Verification for one of the following exemptions:

4. Work exempt via a state welfare/TANF/Social Security Administration (SSA) program with Third-Party Verification from the agency.
5. Primary caretaker of someone disabled/elderly outside of the household, with Third –Party Verification by an established agency providing oversight, or by the doctor of the elderly/disabled person.
6. Providing childcare for someone doing CSSR with Third Party Verification by an established agency providing the oversight.
7. Person with pending SSI application or SSA/DSS disputes with Third Party Verification (this exemption can only be used once.)
8. Sick or suffering from a temporary disability expected to last 60 days or more with Third Party Verification form a Doctor/Medical Provider.

The exemption form must be returned to Property Management within 30 days of the annual reexamination. When the exemption is granted, it will be in effect

until the next annual reexamination. Exemptions requested after the CSSR has been implemented can be granted with approval from the resident's Property Manager, and will be in effect until the next annual reexamination.

J. Community Service

Non-exempt residents are required to find their own opportunities to perform community service. RRHA may provide residents with a list of volunteer resources and CSSR reporting forms at their resident orientation, lease reading and/ or annual reexamination. To verify community service activities, residents can utilize the reporting forms, meeting minutes and/or other documentation that provides the same information as the reporting form. Service verification documents may be sent or taken to the resident's property management office at any time or any other place/person designated by RRHA. Residents must keep a copy of their service verification forms since the resident is responsible for ensuring that property management receives the forms by their annual reexamination. Residents may make up any missed CS hours during any subsequent month with authorization from their Property Manager.

K. Resident-Generated Community Service

Each community council may decide if they want to serve as Third-Party Verification for council meetings and activities. Residents who want credit for community service hours in a RRHA community must get authorization from their Property Manager prior to performance. Property Managers may allow Third-Party Verification by property management staff for meeting attendance or participation in a community activity.

All meetings and activities verified as performance of the CSSR by a community council or property management staff must have a minimum of three attendees, and meet one or more of the following criteria:

1. Promote social connections;
2. Increase community safety, and/or
3. Increase the quality of life for residents.

Under no circumstances shall RRHA serve as Third-Party Verification if a resident performs CSSR inside a resident's unit, or with vulnerable populations (such as the elderly, disabled, or children).

This policy requires that residents applying for the following *exemptions must do so only under the oversight of another agency*:

4. Primary caretaker of someone disabled or elderly (outside the resident's household).
5. Providing Child Care for someone doing CSSR.

L. RRHA Volunteers

RRHA may organize and authorize CSSR activities, such as community clean-ups, but only with the prior approval from both Risk Management and Human Resources.

Factors to be addressed for RRHA volunteers include, but are not limited to, the need for a job description, volunteer orientation, training, safety equipment and supervision.

M. RRHA Obligations

1. To the greatest extent possible and practicable, RRHA will:
 - a. Provide names and contacts at agencies that can provide opportunities for tenants, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to perform community service is not necessarily exempt from the Community Service requirement).
 - b. Provide in-house opportunities for volunteer service or self-sufficiency programs.
2. RRHA offices will provide the family with: Community Service Exemption Certification Form; Community Service Compliance Certification Form; Record and Certification of Community Service and Self-Sufficiency Activities Form; and Caretaker Verification for Community Service Exemption Form, and a copy of this policy at initial application and at lease execution. Tenants may use the Grievance Procedure if they disagree with RRHA's determination of exempt or non-exempt status.
3. Non-compliance of family member. The responsibility for enforcement will be with the RRHA.
 - a. At least thirty (30) days prior to annual re-examination and/or lease expiration, RRHA will begin reviewing the exempt or non-exempt status and compliance of family members. If RRHA finds a family member to be non-compliant, the RRHA will enter into an agreement with the non-compliant member and the head of household to make up the deficient hours over the next twelve-(12) month period. If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family would be issued a 30-day notice to vacate by the RRHA, unless the non-compliant member agrees to move out of the unit and a new lease is signed with the family amending its composition accordingly. The family may use the Grievance Procedure to appeal the lease termination, after attending a private conference with the RRHA representative.

N. Noncompliant Residents:

RRHA may not evict a family due to CSSR non-compliance. However, if RRHA finds a tenant is non-compliant with CSSR, then the RRHA must provide written notification to the tenant of the noncompliance which must include:

1. A brief description of the finding of non-compliance with CSSR.
2. A statement that the RRHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the RRHA or the family provides written assurance that is satisfactory to the RRHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on the RRHA determination, in accordance with 24 CFR Part 966, subpart B, and the tenant may exercise any available judicial remedy to seek timely redress for the RRHA's nonrenewal of the lease because of such determination.

O. Enforcement Documentation

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, RRHA are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the RRHA will provide the following procedural safeguards:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
2. Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute the evidence presented by the RRHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
4. A decision on the merits.

CHAPTER 19 - DEBTS TO RRHA

PURPOSE

This Chapter describes RRHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is RRHA'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 RRHA's claim that the 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 retro-rent, RRHA will make every effort to collect it. RRHA will use a variety of collection tools to recover debts including, but not limited to:

- i. Requests for lump sum payments
- ii. Payment agreements
- iii. Collection agencies
- iv. Credit bureaus

A. Payment Agreement for Families

A Payment Agreement as used in this Plan is a document entered into between RRHA and a person(s) who owes a debt to RRHA. 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 RRHA upon default of the agreement.

Payment Agreements will be administered by the development to which the debt is owed.

For payment of the charges, RRHA may:

1. Request the family to pay the debt in full.
2. Request the family to pay one-half (1/2) of the full amount owed and enter into a repayment agreement for the balance to be paid within 12 months or
 - a. If the family is unable to comply with payment under (1) or (2), a repayment agreement may be considered as follows:
 - i. 1/4th of the total balance owed is paid with a money order and the balance paid within 12 months,
 - b. Repayment agreements for large retroactive charges shall be at the discretion of the Property Manager, Director of Property Management or authorized designee. With exception of extreme circumstances, all repayment agreements must be paid within a maximum of twelve (12) months.

B. Late Payments

A payment will be considered to be late if:

1. The payment has not been received by the close of the business day, on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment for the agreement is late, the total balance will be due.

No other agreements will be made.

C. Transfer Request

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

D. Payment Schedule for Monies Owed RRHA

There are some circumstances in which RRHA will not enter into a payment agreement. They are:

1. If the family already has a payment agreement in place.
2. If RRHA determines that the family has committed program fraud.
3. If RRHA determines that the debt, due to fraud or failure to report income, is so large that the monthly payment cannot be agreed upon.
4. If the family payment history is poor.

E. Guidelines for Payment Agreements

Payment agreements will be executed between RRHA and the head of household only.

Monthly payments may be decreased in cases of hardship with prior notice of the family circumstances, verification of the hardship, and the approval of the Regional Director.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

1. Reasonable Accommodation
2. Family size exceeds the maximum occupancy guidelines
3. A natural disaster

F. Additional Monies Owed

RRHA will not enter into more than one payment agreement at a time with the same family

G. Debts Due to Fraud/Non-Reporting of Information

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

H. Family Error/Late Reporting

Families who owe money to RRHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines for payment contained in this chapter.

I. Program Fraud

Families who owe money to RRHA due to suspected program fraud will be reported to the appropriate legal authorities for possible criminal prosecution if the amount is \$10,000 or more.

If the amount is less than \$10,000 a payment agreement will be set up. The head of household will receive a 21/30-day lease violation notice which shall be placed in their file folder.

Families who owe money to RRHA due to program fraud who move or are evicted will be ineligible to reapply for housing for a period of three years from the date of the violation.

J. Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following:

1. Families who owe money to RRHA due to program fraud will be required to repay the amount owed in accordance with the guidelines for payment contained in this Chapter.
2. Late reporting of future income resulting in retro-rent may result in lease termination.

K. Writing Off Debts

Debts will be written off if:

1. A determination is made that the debtor is judgment proof.
2. The debtor is deceased

Writing off of debts does not preclude RRHA from collecting at a future date, i.e. re-occupancy/readmission.

L. Notice of Satisfaction

Residents who have a judgment against them due to court action may have a notice of satisfaction mailed to the court after the judgment amount has been paid in full to RRHA. RRHA will send a Notice of Satisfaction to the General District Court monthly as appropriate.

M. Reconciliation of Accounts

Vacated tenants accounts will be reconciled within 45 days after the tenant vacates the unit. If tenant is due a refund, all necessary papers will be forwarded to Finance to process the refund in accordance with the law.

In cases where the vacated tenant owes RRHA a balance, the account shall be reconciled in accordance with this procedure and forwarded to the Regional Director within 15 days after processing the termination. The former tenant will be mailed a copy of the reconciliation letter (forwarding address or the last known address) stating charges owed RRHA.

Based on the known facts pertaining to the account, the Regional Director will approve or recommend the approval of the request. After all approvals have been obtained, the account maybe forwarded to Finance to be sent to the collection agency for garnishment of wages and other collection measures.

N. Reporting of Debts Owed to RRHA at End of Participation

In accordance with HUD guidelines, debts owed to RRHA will be reported at termination in the following way:

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs.

HUD requires RRHA, to report certain information at the conclusion of a family's participation in a HUD rental assistance program. This information will be entered into HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants. RRHA is required to use this system in accordance with HUD regulation 24 CFR 5.233. RRHA will provide notice to all residents on what information RRHA is required to provide HUD, who will have access to this information, how this information is used and their rights.

The following information is collected by RRHA about each member of the household (family composition):

1. Full Name; and
2. Date of Birth; and
3. Social Security Number

The following adverse information will be collected and reported to HUD once a family's participation in the housing program has ended, whether they voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance owed to RRHA (up to \$500,000) and explanation for balance owed (i.e. unpaid rent or other charges such as damages, utility charges, etc.); and
2. Whether or not they have entered into a repayment agreement for the amount that they owe RRHA; and

3. Whether or not they have defaulted on a repayment agreement; and
4. Whether or not they have filed for bankruptcy; and
5. The negative reason(s) for their end of participation or in the housing program or any negative status as of the end of participation date (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.).

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

The resident's filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, RRHA, upon receipt of documentation provided by the resident that the debt was included in their bankruptcy filing and/or this debt has been discharged by bankruptcy court, will update the resident record to include the bankruptcy indicator.

O. Disputing Reported Debt or Termination Information

If a resident disagrees with the information RRHA reported, they should contact RRHA in writing at Richmond Redevelopment and Housing Authority, 901 Chamberlayne Parkway, Richmond, VA, 23220. At the resident's request, RRHA will provide a copy of the Debts Owed and Termination Report. The resident must inform RRHA why they dispute the information and provide any documentation that supports their dispute. Disputes must be made within three (3) years from the end of participation date. Otherwise the debt and termination information will be presumed correct. Only RRHA can delete or correct adverse information from records reported by RRHA.

RRHA will notify the resident in writing of its action regarding their dispute within 30 days of receiving their written dispute. If RRHA determines that the disputed information is incorrect, RRHA will update or delete the record. If RRHA determines that the disputed information is correct, RRHA will provide explanation as to why the information is correct.

CHAPTER 20 - PROGRAM INTEGRITY

PURPOSE

RRHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

RRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the RRHA's policies for the prevention, detection and investigation of program abuse and Resident fraud.

A. Criteria for Investigation of Suspected Abuse and Fraud

Under no circumstances will RRHA undertake an inquiry or an audit of a Resident family arbitrarily or retaliatory. RRHA's expectation is that Resident families will comply with HUD requirements, provisions of the lease, and other program rules. RRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, RRHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to RRHA's attention, to investigate such claims.

RRHA will initiate an investigation of a Resident family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. RRHA will follow up on referrals from other agencies, companies or persons which are received by mail, or in person, which allege that a Resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the Resident file.
2. Internal File Review. A follow-up will be made if RRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, RRHA's knowledge of the family, or is discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if RRHA receives independent verification or documentation that conflicts with representations in the Resident file (such as public record information or credit bureau reports, reports from other agencies).

B. Steps RRHA Will Take to Prevent Program Abuse and Fraud

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and Resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by Resident families.

1. Things You Should Know: The program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.
2. Program Orientation Session: Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.
3. Resident Counseling: RRHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
4. Review and explanation of Forms: RRHA will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. Use of Instructive Signs and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.
6. Third-Party Verifications: RRHA will use third party verification whenever possible, and if using Resident supplied or other documents for verification purposes, RRHA will document the attempts to obtain third party verification.

C. Steps RRHA Will Take to Detect Program Abuse and Fraud

RRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews: Prior to initial certification, and at the completion of all subsequent recertification, each Resident file will be reviewed. Such reviews shall include, but are not limited to:
 - a. Changes in reported Social Security Numbers or dates of birth.
 - b. Authenticity of file documents.
 - c. Third party and other verifications
 - d. Differences between reported income and expenditures.
 - e. Review of signatures for consistency with previously signed file documents.
2. Observation: RRHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

3. Public Record Bulletins: may be reviewed by Management and Staff.
4. State Wage Data Record Keepers: Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
 - a. Use of EIV and Third-Party Computer Matching Verification: RRHA shall use the Enterprise Income Verification and other computer matching systems for the determination of income, and other information that is available through computer matching.
 - b. Credit Bureau Inquiries: Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination when a tenant's expenditures exceed his /her reported income and no plausible explanation is given.

D. RRHA's Handling of Allegations of Possible Abuse and Fraud

RRHA staff will encourage all Resident families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the Resident file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Property Manager or other RRHA staff will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:
 - a. If the subject of the allegation is a Resident of RRHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.
 - b. It will then be determined if RRHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
2. Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Property Manager, Eligibility Specialist, or other appropriate personnel will initiate an investigation to determine if the allegation is true or false.

E. How RRHA Will Investigate Allegations of Abuse and Fraud

If RRHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, RRHA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries: In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.
2. Verification of Credit: In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
3. Employers and Ex-Employers: Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
4. Neighbors/Witnesses: Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to RRHA's review.
5. Other Agencies: Investigators, caseworkers or representatives of other benefit agencies may be contacted.
6. Public Records: If relevant, RRHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked include real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
7. Interviews with Head of Household or Family Members: RRHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the RRHA Staff Person conducting interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. Placement of Documents, Evidence and Statements Obtained By RRHA

Documents and other evidence obtained by RRHA during the course of an investigation will be considered "work product" and will either be kept in the Resident file, or in a separate "work file." In either case, the Resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among RRHA Staff unless they are involved in the process, or have information that may assist in the investigation.

G. Conclusion of RRHA's Investigative Review

At the conclusion of the investigative review, the reviewer will report the findings to his/her supervisor or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. Evaluation of the Findings

If it is determined that a program violation has occurred, RRHA will review the facts to determine:

1. The type of violation (Procedural, non-compliance, fraud).

2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant.
4. Is the family eligible for continued occupancy.

I. Action Procedures for Violations Which Have Been Documented

Once a program violation has been documented, RRHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance

This category applies when the Resident “fails to” observe a procedure or requirement of RRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- a. Failure to appear at a pre-scheduled appointment.
- b. Failure to return verification in time period specified by RRHA. Warning Notice to the Family: In such cases a notice will be sent to the family which contains the following:
- c. A description of the non-compliance and the procedure, policy or obligation which was violated.
- d. The date by which the violation must be corrected, or the procedure complied with.
- e. The action that will be taken by RRHA if the procedure or obligation is not complied with by the date specified by RRHA.
- f. The consequences of repeated (similar) violations.

2. Procedural Non-compliance -Retroactive Rent

- a. When the Resident owes money to RRHA for failure to report changes in income or assets, RRHA will issue a Notification of Underpaid Rent. This Notice will contain the following:
 - i. A description of the violation and the date(s).
 - ii. Any amounts owed to the PHA.
 - iii. The right to disagree and to request an informal hearing with instructions for the request of such hearing.

b. Resident Fails to Comply with RRHA's Notice

If the Resident fails to comply with RRHA's notice, and a material provision of the lease has been violated, RRHA will initiate termination of tenancy.

c. Resident Complies with RRHA's Notice

When a Resident complies with RRHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease

provision that was violated. The staff person will document to the Resident file that the Resident has complied.

3. Intentional Misrepresentation

When a Resident falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the tenant, RRHA will evaluate whether or not:

- i. the Resident had knowledge that his/her actions were wrong, and
- ii. that the Resident willfully violated the lease or the law.

a. Knowledge that the action or inaction was wrong:

This will be evaluated by determining if the Resident was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

b. The Resident willfully violated the law:

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- i. An admission by the Resident of the misrepresentation.
- ii. That the act was done repeatedly.
- iii. If a false name or Social Security Number was used.
- iv. If there were admissions to others of the illegal action or omission.
- v. That the Resident omitted material facts which were known to them (e.g., employment of self or another household member).
- vi. That the Resident falsified, forged or altered documents.
- vii. That the Resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

J. Resident Conference for Serious Violations and Misrepresentations

When RRHA has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the family representative and the RRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by RRHA. The purpose of such conference is to review the information and evidence obtained by RRHA with the tenant, and to provide the Resident an opportunity to explain any document findings which conflict with representations in the Resident file. Any documents or mitigating circumstances presented by the Resident will be taken into consideration by RRHA. The Resident will be given 5 days to furnish any mitigating evidence.

A secondary purpose of the Resident Conference is to assist RRHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RRHA will consider:

- i. The duration of the violation and number of false statements.
- ii. The tenant's ability to understand the rules.
- iii. The tenant's willingness to cooperate, and to accept responsibility for his/her actions.
- iv. The amount of money involved.
- v. The tenant's past history.
- vi. Whether or not criminal intent has been established.
- vii. The number of false statements.

1. Disposition of Cases Involving Misrepresentation

In all cases of misrepresentations involving efforts to recover monies owed, RRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- a. Criminal Prosecution: If RRHA has established criminal intent, and the case meets the criteria for prosecution, RRHA may:
 - i. Refer the case to HUD's RIGI, and terminate rental assistance.
- b. Administrative Remedies: RRHA may:
 - i. Terminate tenancy and demand payment of restitution in full.
 - ii. Terminate tenancy and execute an administrative repayment agreement in accordance with the RRHA's Repayment Policy.
 - iii. Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with RRHA's Repayment Policy.

2. Notification to Resident of Proposed Action

RRHA will notify the Resident of the proposed action no later than 10 days after the Resident conference by mail.

CHAPTER 21 - LEASE TERMINATION

PURPOSE

The RRHA Dwelling Lease is a yearly lease and may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the resident. The RRHA may refuse to renew the lease at the time of reexamination in certain circumstances, or it may initiate a termination action against a resident for non-payment of rent, for serious or repeated violations of the lease, or for other good cause.

A. Voluntary Terminations

1. **Required Notice:** Before a resident vacates the unit, the resident is required by the lease to give a 30-day written notice terminating the lease to the management office. The resident's obligation to pay rent continues until the end of the notice period and the keys are returned to Management, except if the unit is re-rented sooner in accordance with the other provisions of this chapter. Except as may otherwise be provided herein, once a resident has given written notice of lease termination, the resident is not permitted to cancel, revoke, or otherwise change the notice.
2. **Modification of Notice:** If a resident gives RRHA notice of termination, RRHA may, in the sole discretion of Management and upon the written consent of the Property Manager, permit an extension of the effective vacate date in such notice if one of the following conditions is met: (i) the unit has not been shown and accepted for re-rental by a new or transferring resident, or (ii) in case of other hardship.
3. **Vacates Due to Death, Illness, or Nursing Home Admission:** In general, a 30-day written notice from a family member will be required in the event of a resident's death, illness, or admission to a nursing home or similar facility. However, the Management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit. The Director of Public Housing may allow for a shorter notice period if circumstances warrant it.
4. **Moving Without Notice:** If a resident moves without giving proper notice (known as a "skip") or does not return the keys to Management, the resident may be sent an abandonment notice specifying the date management became aware of the "skip." Management may follow up with legal action to recover the unit.
5. **Negotiated Vacates or Evictions:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, to avoid a termination action or if the Resident is evicted. In these cases, no further written notice is required from any party

6. **Rent Cut-off Dates:** Rent will be charged through the effective date of the resident's vacate notice. If the resident vacates before the end of notice period, turns in the keys to management, the unit is readied, and the unit is re-rented to a new resident before the end of the notice period, the vacating Resident will not be liable for rent from the date the new resident signs the lease for that unit until the end of the notice period.
7. **Abandonment:** If a resident is absent from the unit for at least seven consecutive calendar days, and rent is unpaid, the Property Manager may enter the dwelling unit to check for damages or emergencies in order to protect the Authority's property. The Property Manager shall immediately after such determination send the Residents a letter advising the Resident that no response is made within seven calendar days of the date on the letter, the Authority will conclude that the Resident has abandoned the unit, and that the Authority will take possession of the tenant's unit and consider any property left by the Resident abandoned. Any such property will be disposed of in accordance with applicable law.
8. If a resident fails to vacate a unit on the vacate date specified in the resident's notice of termination, or on such date otherwise agreed to by the resident and Management in accordance with this chapter, Management may file an Unlawful Detainer action in court alleging an illegal holdover tenancy past the termination date of the Lease.

B. Termination of Lease for Nonpayment of Current or Retroactive Rent:

If payment of rent or other charges due under the Lease is not made in the manner provided in the Lease, the Property Manager shall proceed to terminate the Lease. If retroactive rent becomes due, the Resident must promptly pay such rent. No extension for payment of retroactive rent will be made except as provided for under applicable hardship procedures. Procedure for termination for nonpayment of retroactive rent is the same as termination for current rent or other charges due under the Lease.

1. **Timing of Notice:** If rent or any other charge due and owing under the Lease is not paid in full by the eighth day of the month (or, for charges other than rent, such other time as the Lease may provide for such charge), a Late Payment Notice and a Notice of Termination will be sent to the resident, informing the resident that the Dwelling Lease will be terminated if payment is not made within 14 days. After the expiration of the 14-day period, an Unlawful Detainer will be filed against the resident in the appropriate court.
2. **State Law Regarding Termination for Non-Payment:** The Unlawful Detainer will be served on the resident household. Virginia statutes governing Unlawful Detainer actions and hearings and procedures will be followed.
3. **Writ of Eviction; Physical Eviction:** If the court rules in the RRHA's favor and issues a judgment for possession, acceptance of any payment is at the discretion of RRHA, and will be accepted with reservation in accordance with the Virginia Residential Landlord and Tenant Act, and the resident must voluntarily move before any writ of eviction is executed or be physically moved out in the presence of the sheriff.

C. Consideration of Termination of Lease for Violations Other Than Non-Payment of Rent

When it becomes necessary to consider termination of a lease for other than nonpayment of rent (or for criminal activity, or any willful conduct which poses an imminent threat to health and safety), and prior to sending a termination notice, Management may make reasonable efforts to arrange a meeting with the resident, to determine the reason for failure to comply with the Lease. In such a case, Management will notify the Resident in writing that the Lease may have been breached and request a meeting with the resident. If the breach is for unsatisfactory housekeeping, procedure "Unsafe and Unsanitary Housekeeping" shall apply. The meeting shall endeavor to obtain sufficient facts from the Resident so that RRHA can determine whether or not the lease has been breached. If the Property Manager is unable to reasonably confirm the alleged breach of the lease, RRHA shall document the incident in detail but will take no further legal action on the matter at that time.

If the breach is the result of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control, then VAWA protections may be enacted. (See Chapter 2 – Fair Housing, Paragraph E(2)). All families will be provided with a notice of rights under VAWA upon notification of termination, eviction or other termination of assistance.

If the Property Manager determines that there has been a breach of the Lease other than nonpayment of rent (or criminal activity, or willful conduct which poses a threat to health and safety, the Manager may, but shall not be required to, provide the Resident with appropriate counseling or refer him for counseling or services in order to cure the breach and to avoid similar, future situations. If the situation has not been corrected the Property Manager will assume that counseling and rehabilitation have failed and will complete a Notice of Termination of Lease stating the date of termination which shall be at least 30 days after the date the notice will be mailed (unless a different notice period is required or permitted by applicable law). A copy of Notice of Termination of Lease shall be sent by regular mail. If the Resident continues in occupancy after the termination date, the Property Manager will bring an Unlawful Detainer action seeking possession of the premises.

Copies of notices, summaries of any meetings and counseling sessions, and other pertinent documents will be placed in the tenant's file.

1. REMEDIABLE REPEATED VIOLATIONS; REPEATED VIOLATIONS

Two similar violations of the terms of the lease normally are to be considered as repeated violations; and if no positive response is received from the tenant, this will cause tenant's lease to be terminated. It should be remembered that serious violations of the lease do not have to be repeated. When a Resident receives a first written notice for Resident to come in to discuss possible lease violation, the Property Manager will begin the following process:

- a. If any violation of the Lease (other than for nonpayment of rent or other charges, or for conduct which imminently threatens health and safety) is remediable or curable, and any attempted counseling has failed to remedy or cure the violation, Management shall issue Resident a notice stating that if such violation is not remedied or cured within 21 days of such notice, the Lease will terminate within 30 days of such notice (hereafter, a "21/30").
- b. If the resident fails to remedy or cure any violation cited in the 21/30 within the 21-day period, the Lease will terminate and no new notice of termination need be issued.
- c. If any Resident who has received a 21/30 commits a subsequent violation of the lease (other than nonpayment of rent or other charges) within the 18-month period after the 21/30 is issued, such subsequent violation shall not be considered remediable or curable, and, the Property Manager will mail a Notice of Termination to the Resident setting a date, 30 days later, for actual termination of the lease. One copy of this Notice of Termination shall be sent by regular mail and another copy shall be sent by certified mail. The Property Manager will immediately request a meeting with the Resident to explain that because of repeated or multiple violations of the lease within an 18-month period are the reasons for the lease termination.
- d. At the end of the 30-day period, if the Resident has not moved, an unlawful detainer action seeking possession of the premises will be served.

2. NON-REMEDIALABLE VIOLATIONS

If any resident commits a violation of the Lease (other than nonpayment of rent or other charges, or in cases of emergency), and such violation cannot be remedied or cured, Management shall issue a notice of termination specifying that the Lease will terminate 30 days from the date such notice is issued. No violation involving, fraud or criminal activity, or which otherwise imminently threatens health and safety, shall be considered remediable.

3. Grievance Procedure – Effect on Termination

If the Resident files a grievance, all termination actions (except for those based on criminal or drug-related activity, or any conduct which threatens health and safety) shall stop until a final determination on the grievance is made. At that time, the decision of the hearing panel on the grievance will prevail, unless Director of Public Housing determines that:

- a. The grievance does not concern management's action or failure to act in accordance with or involving complainant's lease or management regulations which adversely affect complainant's rights, duties, welfare, or status; or
- b. The decision of the hearing panel is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and management.

A grievance for nonpayment of rent requires special considerations. (See Tenant Grievance Procedure).

D. Emergency Termination

Notwithstanding any contrary provision of this Chapter, any Lease may be terminated after a notice period not less than 24 hours in the event of violations involving criminal or drug-related activity, or which otherwise threaten the health and safety of the community, Authority employees, or the general public.

1. Reasons for Termination: Management will act promptly to effect an emergency termination in response to the following violations:
 - a. any violent or drug-related criminal activity on, near, or of RRHA premises;
or
 - b. any willful act which poses a threat to health or safety to any individual in the immediate vicinity of the premises.
2. Emergency Notice of Lease Termination: The Emergency Notice of Lease Termination will be in writing and will be either hand delivered to the resident or an adult member of the resident's household and/or sent by first class mail. The termination notice will specify the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and specify the precise date and time the Lease will terminate, which shall not be less than 24 hours after the time the Notice is hand-delivered. The violation, if grievable, must be requested in writing within ten business days of the termination notice. (No emergency termination premised on the criminal activity of the resident will be grievable.)
3. Action for Resident Failure to Vacate on the Date of the Termination Notice: If a resident does not vacate by the date and time specified in the Emergency Termination Notice, and no other agreement between resident and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Eviction may be issued by the court and served on the resident. If the resident still does not return the property to RRHA by vacating, the resident will be physically moved in the presence of the Sheriff.

E. Move-Out Charges

When a resident gives notice to vacate, the resident will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within a day of receiving the keys from the vacating resident, management will inspect the unit. After maintenance has readied the unit, the manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 45 days of the end of the notice period, the vacating resident will receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed (Reconciliation Notice). Charges to the residents account will continue

to be made until the keys are returned to the Management Office, or an Unlawful Detainer/Eviction has occurred.

F. Non-Renewal of Lease

1. All RRHA leases shall renew automatically at the end of each 12-mnth lease term, unless such Lease has been effectively terminated prior to the end of such term.
2. Renewal of a Lease Previously Terminated: 30 days prior to the annual renewal date of the lease, the Property Manager will review the tenant's file to determine if the Lease has been terminated, or will be terminated prior to such annual renewal date pursuant to a Notice of Termination already issued. If, pursuant to such Notice of Termination, the Lease will terminate prior to such date, the manager will send the Resident a notice informing the resident that the lease will not be renewed and that the resident must vacate the dwelling by the date indicated in the operative Notice of Termination. If the resident has not vacated the unit at such time, Management shall file an Unlawful Detainer against the resident. If an Unlawful Detainer has already been filed or an order for possession of such unit has been issued at the time notice of non-renewal is issued, RRHA may seek a Writ of Eviction to remove such resident from the premises, whether such eviction occurs before or after the annual renewal date.
3. Rights to Hearing: Residents who are notified of the non-renewal of their lease may have a right to a hearing in accordance with the Tenants Grievance Procedure. The non-renewal notices will include a notice of the right, and must be filed in writing within ten business days of the termination notice.

CHAPTER 22 - EVICTION POLICY AND PROCEDURES

PURPOSE

The eviction of a Resident from Public Housing, other federally aided, state aided, or affordable housing program as operated by the Richmond Redevelopment and Housing Authority (RRHA) is a serious matter. Eviction is not the preferred method of resolving agency or Resident problems. However, when all other reasonable efforts have failed, Resident eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the Resident population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO AND INTENDED TO SUPPLEMENT AND CLARIFY THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and the Admission and Occupancy Policies.

A. Causes for Eviction

Unless otherwise provided by this Chapter or by applicable law, a resident may be evicted in any circumstance in which the resident remains in possession of a unit after the Lease governing the resident's tenancy at such unit has been lawfully terminated.

B. When Eviction May Occur

Whenever a court of competent jurisdiction issues an order of possession in favor of RRHA, Management may seek to execute such order by requesting a Writ of Eviction from such court as quickly as permitted by applicable law (unless this Chapter requires otherwise). RRHA coordinate with the Sheriff to schedule execution on such Writ of Eviction, and shall observe all notice requirements necessary under applicable law to effect such eviction.

1. **Statutory Right of Redemption:** Notwithstanding any contrary provision of this Chapter, every resident whose Lease was terminated *solely* on the basis of nonpayment of rent or other charges shall have a right to fully reinstate their tenancy in advance of a scheduled eviction. To exercise the Statutory Right of Redemption, all charges lawfully due and owing under the Lease at such time (including, without limitation, late charges, reasonable attorney's fees contracted for or provided by law, and the costs of any unlawful detainer proceeding) must be paid in full, and such payment must be made prior to 5:00 p.m. on the day two business days prior to the date the eviction is scheduled. Notwithstanding any contrary provision of this section, any resident may exercise the Statutory Right of Redemption not more than one time in any 12-month period.
2. **Agency Right of Redemption:** In addition to the Statutory Right of Redemption described above, any resident whose Lease was terminated *solely* on the basis of nonpayment of rent or other charges may fully reinstate their tenancy by

exercising the Agency Right of Redemption. To exercise the Agency Right of Redemption, all charges lawfully due and owing under the Lease (including, without limitation, late charges, reasonable attorney's fees contracted for or provided by law, and the costs of any unlawful detainer proceeding) must be paid in full at any point prior to the actual moment of eviction; provided, however, that such agency right of redemption may be exercised not more than one time in any six-month period.

3. Partial Payments: Any payment which does not constitute an exercise of either the Statutory or Agency Right of Redemption is made at the resident's own risk, and shall not function to reinstate any part of the resident's tenancy. Such payments shall include, without limitation, any payment made after the Statutory or Agency Right of Redemption deadline (as applicable), and any partial payment. All such payments may be refused or accepted in the sole and exclusive discretion of Management, and shall be accepted with reservation within the meaning of the Virginia Residential Landlord and Tenant Act.
4. Right of Redemption in Evictions Other Than for Nonpayment: Any resident whose Lease was terminated for any violation other than nonpayment of rent or other charges shall not be entitled to any right of redemption, statutory or otherwise.

At any time, and in the sole and exclusive discretion of Management, a Property Manager may initiate a new Unlawful Detainer proceeding against a resident, irrespective of whether an order for possession or a writ of eviction has been issued in relation to such resident, and irrespective of whether such order for possession or writ of eviction remains enforceable.

C. Physical Eviction of Residents

When a Resident is to be evicted from a dwelling unit, the locks will be changed, and the furniture and personal property of the tenant/s will remain in the unit for a period not to exceed 24 hours prior to being physically removed from the premises. This process will be performed under the supervision and direction of a management staff person, RRHA maintenance staff, and the sheriff or his deputy in accordance to city policy.

D. Action by Property Management:

1. Schedule a specific time with the sheriff's office for the eviction.
2. Notify the maintenance supervisor of the appointed time at least one day in advance.
3. Be present at the dwelling unit along with the maintenance supervisor
4. Give maintenance supervisor directions as may be required.

E. Actions by Maintenance Supervisor:

1. Take all measures to secure the unit by changing the locks on all of the doors and checking the locks on all of the windows.
2. Disposition of Property Left in the Unit

The housing manager or assistant shall inform the maintenance supervisor to remove and dispose of all unclaimed property still left in the unit the morning following the eviction.

CHAPTER 23 - TENANT GRIEVANCE PROCEDURE

PURPOSE

This procedure is intended to afford a tenant of the Richmond Redevelopment and Housing Authority (hereinafter called "RRHA") an opportunity for a grievance if s/he disputes, within the time provided herein, an RRHA action or failure to act involving the lease or RRHA regulations which adversely affect his rights, duties, welfare, or status [24 CFR 966.50]. This procedure is not intended to resolve all manner of disputes between a tenant and RRHA. Certain disputes are specifically exempt from resolution under this procedure.

RRHA has determined that it will use a Hearing Officer or a Hearing Panel (as selected by the Tenant) selected in accordance with [24 CFR 966.55] of the grievance regulations to hear the grievance and render a decision. The Hearing Officer/Hearing Panel shall be impartial persons, selected by RRHA after consultation with the Resident Advisory Board, other than a person who made or approved the action under review or a subordinate of such person.

I. Selecting the Hearing Officer or Hearing Panel:

B. Nominations

The RRHA shall nominate a slate of impartial persons to sit as Hearing Officer or Hearing Panel members. Such persons may include RRHA Board members, RRHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The RRHA will check with each nominee to determine whether there is an interest in serving as a Hearing Officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as Hearing Panel members or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

C. Submittal for Comments

A slate of potential hearing panel members nominated by the RRHA shall be submitted to the Resident Advisory Board. Written comments from the organizations shall be considered by the RRHA before the nominees are appointed as hearing panel members.

D. Appointment

When the comments from the Resident Advisory Board have been received and considered, the nominees will be informed that they are the RRHA'S official grievance hearing committee.

The RRHA Hearing Officer will subsequently contact committee members in random order to request their participation as hearing panel members.

RRHA Grievance Procedures and the policy for selection of Hearing Officers will be incorporated by reference in the dwelling lease.

II. DEFINITIONS [24 CFR 966.53]

For the purpose of this grievance procedure the following definitions are applicable:

G. Grievance

shall mean any dispute, including rent disputes, which a tenant may have with respect to RRHA's action or failure to act in accordance with the dwelling lease or regulations of RRHA which adversely affect the tenant's rights, duties, welfare, or status except those disputes and non-grievable actions identified under Sections III.B., III.C., and III.D (below).

H. Complainant

shall mean any tenant whose grievance is presented to a management employee in RRHA's central office or to the Management office to which the complainant is assigned in accordance with Sections IV.A. and V.A. below.

I. Elements of due process

shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the tenant on the grounds for terminating the tenancy and for eviction.
2. Right of the tenant to be represented by counsel.
3. Opportunity for the tenant to examine all relevant documents, records, and regulations of the Authority prior to the trial for the purpose of preparing a defense.
4. Opportunity for the tenant to refute the evidence presented by RRHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defenses which the tenant may have.
5. A decision on the merits.

J. Hearing Officer:

a person selected in accordance with 24 CFR 966.55 and this procedure to hear grievances and render a decision with respect thereto.

K. Hearing Panel:

a three-member panel selected in accordance with 24 CFR 966.55 and this procedure to hear grievances and render decision with respect thereto.

L. Tenant

shall mean the adult person(s), other than a live-in aide, who resides in the dwelling unit and who executed the lease with RRHA, or if no such person resides in the dwelling unit, then anyone residing in the unit who serves as the remaining head of household of the family residing in the unit.

M. Management

means the Property Manager or any member of the Property Manager's staff for the RRHA-owned or leased development in which the complainant resides.

III. APPLICABILITY [24 CFR 966.51]

C. Grievance Procedure

This procedure shall be applicable to the individual grievances specified under Section II.A.

D. Tenant Disputes

This procedure may not be invoked to resolve disputes between tenants that do not involve any action or inaction by RRHA.

E. General Policy Disputes

This procedure is not intended as a forum for a tenant, a group of tenants, or any tenant advocacy organization to initiate or negotiate policy changes with RRHA Management. However, this subsection does not preclude a number of tenants with the same grievance from joining together in the same fair hearing, so long as RRHA consents to such a proceeding.

F. Non-Grievable Lease Violations

The U.S. Department of Housing and Urban Development ("HUD") has determined that an unlawful detainer action in either general district or circuit court provides the basic elements of due process that must be afforded public housing residents prior to their eviction. Thus, in accordance with the U.S. Fair Housing Act and HUD regulations, RRHA may exempt from this Procedure any grievance concerning a termination of tenancy or eviction that involves:

1. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RRHA,
2. any violent or drug related criminal activity on or off RRHA premises,

3. any criminal activity that resulted in the felony conviction of a household member or
4. disputes between tenants.
5. the aforementioned categories will be exempt from consideration under this Procedure if it involves the tenant, a member of tenant's household, tenant's guest, or anyone under tenant's control.

IV. Informal Settlement of Grievance [24 CFR 966.54]

A. Request for Informal Conference

Any request for an informal conference to discuss a grievance must be personally presented, either orally or in writing, to an employee in RRHA's Central Office or to the Management Office of the development where the complainant resides no later than ten (10) business days after the occurrence giving rise to the grievance.

Complainant may use "Request for Informal Conference to Discuss Tenant Grievance" form hereto to present his/her request for an informal conference to RRHA Management or an RRHA Central Office employee. A copy of the aforementioned form shall be provided to complainant upon Management's receipt of complainant's request for an informal conference. Complainant must complete the form with the assistance of Management, if necessary, to identify the nature of his/her grievance. Complainant shall receive "Receipt of Request for Informal Conference..." upon presentation of his/her request for an informal conference. The receipt shall identify the complainant, list the date on which the complainant presented his/her request for an informal conference, and briefly state the nature of the grievance. Copies of the request identifying the grievance and the receipt shall be retained in the complainant's file.

B. Notice of Decisions

Management shall informally discuss the circumstances pertaining to the grievance with complainant or complainant's representative at the time complainant presents his/her request for an informal conference or within ten (10) business days of such request in an effort to settle the grievance without a formal grievance hearing.

Within five (5) business days after the informal conference, a written "Summary of Informal Conference to Discuss Tenant Grievance" of the conference shall be prepared by Management and a copy thereof shall be given to complainant and one retained in complainant's file. The summary shall specify the names of the participants in the conference, the date of the conference, the nature of the grievance, the nature of the proposed disposition of the grievance, and the specific reasons therefore, and shall specify the procedures by which complainant may obtain a formal hearing if complainant is not satisfied by the proposed disposition of his/her grievance after the informal conference.

V. Procedure to obtain a FORMAL Grievance Hearing

A. Request for Formal Hearing

If complainant is not satisfied with the results of the informal conference, complainant shall submit a written request for a formal grievance hearing to the Hearing Officer/Hearing Panel for housing management in RRHA's central office or to the Management office in the development where the complainant resides no later than ten (10) business days after the date the complainant receives the summary of the informal conference pursuant to Section IV.B. above. The written request shall specify:

1. The reason(s) for the grievance; and
2. The action or relief sought.
3. The election of a Hearing Officer or Hearing Panel to conduct the Formal Grievance Hearing.

The "Request for Formal Grievance Hearing" shall be provided by Management to the complainant upon their request.

B. Failure to Request Hearing

If complainant does not request a hearing in accordance with paragraph A of this section, RRHA's disposition of the grievance under Section IV.B shall become final. Complainants should note that failure to request a hearing shall not constitute a waiver of their right thereafter to contest Management's action in disposing their grievance in an appropriate judicial proceeding.

C. Hearing Officer/Hearing Panel

RRHA's Hearing Officer shall be responsible for arranging with complainant, hearing panel **members** and other RRHA personnel, preparation of hearing notices, maintenance of hearing records, and performance of other requested services.

D. Informal Conference Requirement

Complainant must first request an informal conference in the manner prescribed under Section IV.A. before he/she will be granted a formal hearing to address his/her grievance. However, if the complainant shows to the Hearing Officer/Hearing Panel good cause as to why he/she failed to proceed in accordance with Section IV.A., the provisions of this paragraph may be waived by the Hearing Officer/Hearing Panel.

E. Escrow Deposit

If the Grievance involves the amount of rent or other charges claimed by the Authority to be due, the Complainant shall pay to the Authority all amounts claimed by the Authority to be due as and when such amounts become due under the Dwelling Lease. The amounts so paid will be held in escrow by the Authority until the Grievance is resolved by decision of the Hearing Officer/Hearing Panel. In extenuating circumstances, the escrow requirement may be waived by the Authority. Unless so waived, the failure of the Complainant to make the escrow payments shall result in the termination of the Grievance proceedings.

1. General Rule - Complainant will not be granted a formal hearing for any grievance involving the amount of rent RRHA claims is due, if by the scheduled date of complainant's formal grievance hearing, complainant has not paid to RRHA an amount equal to the amount of rent due and owing under his/her lease as of the first day of the month preceding the month in which RRHA's alleged act or failure to act took place. Complainant thereafter shall pay this same amount of monthly rent to RRHA until the complainant's grievance is resolved by a decision of the Hearing Officer/Hearing Panel. RRHA shall keep those payments in an escrow account until authorized to disburse them in accordance with subsection 3 of this paragraph.
2. Exception to General Rule - RRHA may not require an escrow deposit whenever a complainant requests a formal grievance hearing to review RRHA's determination denying or limiting the complainant's claim to a financial hardship exemption. Likewise, RRHA may not require a complainant to pay an escrow deposit for the portion of the complainant's rent attributable to imputed welfare income when the complainant has requested a grievance hearing to review RRHA's calculation of the amount of imputed welfare income attributed to the complainant's household for purposes of determining the tenant's rent.
3. Disbursement of Escrow Funds - After the decision of the Hearing Officer/Hearing Panel, any monies owed to RRHA and held in escrow shall be transferred to the appropriate account. If the decision of the Hearing Officer/Hearing Panel results in any monies being due RRHA by complainant in addition to the amount held in escrow, a written agreement shall be made between complainant and Management for payment.
 - a. If the decision of the Hearing Officer/Hearing Panel results in any monies being due complainant by Management, such amount shall be paid in full to the complainant by check within ten (10) business days after the decision has become binding upon Management pursuant to Section VII.B.

F. Scheduling of Hearing and Notice

Upon complainant's compliance with Sections V.A. and V.E., complainant's request for a formal grievance hearing shall be forwarded within ten (10) business days to RRHA's Hearing Officer/Hearing Panel. The Hearing Officer/Hearing Panel shall promptly schedule a hearing for the time and place reasonably convenient for the complainant, and Management. The complainant, Management, hearing panel members and other appropriate RRHA personnel shall be promptly issued a written notice specifying the time, place, and the procedures governing the hearing (letter attached) provided however, that this notice requirement does not apply in instances where the Hearing Officer/Hearing Panel has decided to postpone the hearing due to complainant's or RRHA Management's failure to appear as prescribed in Section VI.F (below).

VI. Procedures governing the FORMAL hearing (24 CFR 966.56)

A. Hearing

The hearing shall be held before the Hearing Officer/Hearing Panel.

B. Due Process

Complainant shall be afforded a hearing, which shall include:

1. The opportunity to examine any RRHA documents before the hearing (in the presence of a management staff person), including any records and regulations of Management that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at his own expense (50 cents per page). If RRHA does not make the document available to the complainant upon his request, RRHA may not rely on that document at the grievance hearing.
2. RRHA will furnish complainant a list of its witnesses at least three (3) business days before the hearing. Any witness not so identified after a timely request therefor by complainant may not be called by RRHA at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.
3. The right to require the presence of any Management employee whose testimony complainant reasonably believes is relevant to his case. The reasonableness of the complainant's belief in this regard shall be determined by the Hearing Officer/Hearing Panel if disputed.
4. An explanation to complainant at the hearing of his due process rights.
5. The right to be represented by counsel or other person chosen as their representative, and to have such person make statements on the complainant's behalf.
6. Unless the complainant requests a public hearing, the complainant has the right to a private hearing which includes only the complainant, the Hearing Officer/Hearing Panel, complainant's counsel (or other representative), RRHA's counsel and any testifying witness. Witnesses will be sequestered until they are called to testify.
7. The right to present evidence and arguments in support of the grievance, to controvert evidence relied on by Management and to confront and cross-examine all witnesses on whose testimony or information RRHA relies and to present any affirmative, legal, or equitable defense which complainant may have.
8. A decision on the merits based solely and exclusively upon the facts presented at the hearing.
9. Any party to a grievance may arrange to obtain a hearing transcript, at their own expense.

C. Witnesses

Complainant shall provide RRHA with a list of his/her witnesses at least three (3) business days before the hearing. Any witnesses not identified may not be called

by complainant at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.

D. Precedent

The Hearing Officer/Hearing Panel may render a decision without proceeding with the hearing if it is determined that the issue has been previously decided in another grievance hearing.

E. Failure to Appear

If any Management employee or other appropriate RRHA personnel fail to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may either postpone the hearing for a period not to exceed ten (10) business days or proceed without the testimony of the RRHA employee.

If complainant fails to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may also elect to postpone the hearing for a period not to exceed ten (10) business days or determine that the complainant has waived his/her right to a hearing. Both complainant and RRHA Management shall be notified in writing within five (5) business days of the Hearing Officer/Hearing Panel's decision as to whether complainant's failure to appear constitutes a waiver of his/her right to the hearing. A determination that complainant has waived their right to a hearing shall not constitute a waiver of any right complainant may have to contest the Hearing Officer/Hearing Panel's disposition of their grievance in an appropriate judicial proceeding.

If the Hearing Officer/Hearing Panel decides to postpone the hearing due to Management's or the complainant's failure to appear, then the notice of the decision in this regard shall specify the rescheduled date and time of the hearing.

F. Burden of Proof

At the hearing, complainant must first make a showing of an entitlement to the relief sought, and thereafter, RRHA must sustain the burden of justifying their act or omission giving rise to the grievance.

1. The hearing shall be conducted informally by the Hearing Officer/Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer/Hearing Panel shall require Management, complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer/Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party.
2. Complainant or RRHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

G. Accommodation of Persons with Disabilities

RRHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart shall be in an accessible format.

VII. Decision of the Hearing Officer/Hearing Panel [24 CFR 966.57]

A. Written Decision

The Hearing Officer/Hearing Panel shall prepare a written decision, together with the reasons therefor, within fifteen (15) business days after the hearing. A copy of the decision shall be sent to complainant and Management. Management shall retain a copy of the decision in complainant's folder. If a complainant's grievance is denied at the formal hearing stage, then he/she will receive a written notice of decision advising them to quit the premises within five (5) business days of the posted date of the notice. This notice shall list on its first page, the name, telephone number, and address of Legal Aid in order to comply with the content requirements for public housing lease termination notices under Va. Code § 55-248.6(F).

RRHA will maintain a log of hearing decisions as described in HUD guidance.

B. Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/hearing panel is binding. However, the tenant has the right to appeal the decision to the Executive Office with 15 business days of the RRHA decision if it is determined that either:

1. The grievance does not concern RRHA action or failure to act in accordance with or involving complaints lease or any RRHA regulations that adversely affect the complainant's rights, duties, welfare, or status; or
2. The decision of the hearing officer/hearing panel is contrary to applicable Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and RRHA Policy

RRHA shall take all actions; or refrain from any actions, necessary to carry out the decision until a final decision is rendered by the Executive Office.

When RRHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to RRHA Executive Office within 15 business days of the date of the hearing officer's/hearing panel decision. If the Executive Office decides to reverse the hearing officer's/hearing panel decision, it must notify the complainant within 15 business days of this decision. A decision by the hearing officer/hearing panel, or Executive Office in favor of RRHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Post Office Box 26887
Richmond, Virginia 23261

REQUEST FOR INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE

Complainant's Name _____

Address _____

Development Name and Unit Number _____

Telephone Number _____

Property Manager _____

Brief explanation of the nature of your grievance: _____

Complainant

Management Employee Receiving This Request

Title of Management Employee

Date _____

Time _____

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Post Office Box 26887
Richmond, Virginia 23261

RECEIPT OF REQUEST FOR INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE

Complainant's Name _____

Address _____

Development Name and Unit Number _____

Telephone Number _____

Property Manager _____

On _____ at _____, a request for
Date Time

an informal conference to discuss a grievance was received from the above-named
complainant concerning the following issues: _____

Complainant has been advised that the informal conference to discuss his/her
grievance has been scheduled for:

_____, the _____ day of _____, 20____, at _____ in
complainant's development's Management office.

Property Manager

Development Tenant

Grievance Procedure
Attachment C

RICHMOND DEVELOPMENT AND HOUSING AUTHORITY
Post Office Box 26887
Richmond, Virginia 23261

SUMMARY OF INFORMAL CONFERENCE TO DISCUSS TENANT GRIEVANCE

To: _____ Date: _____

_____ Development: _____
_____ Unit Number: _____

Your grievance pertaining to the following issue(s): _____

has been received and carefully considered. At the conference on the above date, the following persons were present in addition to yourself and the Property Manager:

Management's decision is as follows: _____

(Concise statement of Management's view of the matter, and a statement as to what action, if any, will be taken.)

If you are not in agreement with Management's decision, Management will be glad to discuss the matter further with you. If you do not wish to do so, but desire a formal hearing, you may request one by writing RRHA's Hearing Officer/Hearing Panel at the following address: Richmond Redevelopment and Housing Authority, Affordable Housing Division, Post Office Box 26887, Richmond, Virginia 23261, or by delivering to Management your written request within ten (10) business days of the receipt of this summary. Your request must specify the reasons for the grievance and the action or relief you are seeking. A form entitled Statement of Grievance and Request for Formal Grievance Hearing is attached for your use, if needed.

Upon receipt of your request, a formal grievance hearing will be scheduled in accordance with RRHA's Tenant Grievance Procedure, a copy of which is attached to your lease and is in each Management office for your examination.

As provided in the Tenant Grievance Procedure, in the event that your grievance involves the manner in which your rent has been calculated, you must pay to Management all rent due and owing as of the first day of the month preceding the month in which your rent was adjusted.

Should you have any questions concerning your grievance rights please call or come to your development's Management office.

Sincerely,

Housing Manager

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY

**Post Office Box 26887
Richmond, Virginia 23261**

REQUEST FOR FORMAL GRIEVANCE HEARING

Name _____

Address _____

Development Name and Unit Number _____

Telephone Number _____

Property Manager _____

I have received the summary of the discussion we had on _____

regarding my grievance concerning _____

Management's decision in this matter is not satisfactory, and therefore, I am requesting a formal grievance hearing in accordance with RRHA's Tenant Grievance Procedure so that RRHA will: (State what action or relief you are seeking.)

Choose One: _____ Hearing Officer _____ Hearing Panel (made up of three persons)

Under the Tenant Grievance Procedure, you are required to submit a request for a Formal Grievance Hearing that will decide whether your grievance is valid.

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Post office Box 26887
Richmond, Virginia 23261

Dear Tenant,

RRHA is in receipt of your request for a Formal Grievance Hearing.

Your hearing has been scheduled for _____, the ____ day of _____, 20 __,
at _____ a.m./p.m. at _____ (location).

You have the right to bring evidence, witnesses, legal or other representatives at your expense. You also reserve the right to review any related documents in the possession of Richmond Redevelopment and Housing Authority and obtain copies at your own expense.

A copy of any documents of evidence you may be using at the hearing must be submitted to me three days prior to the hearing. Also, if you intend to bring witnesses, legal or other representation you are required to notify me 3 days in advance. Failure to follow the above requirements may result in the cancellation of the Formal Grievance Hearing.

Attached you will find the Procedures Governing the Formal Hearing.

Hearing Officer/Hearing Panel

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Procedures governing the FORMAL hearing

Hearing - The hearing shall be held before the Hearing Officer/Hearing Panel.

Due Process - Complainant shall be afforded a hearing, which shall include:

- The opportunity to examine any RRHA documents before the hearing (in the presence of a management staff person), including any records and regulations of Management that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at his own expense (50 cents per page). If RRHA does not make the document available to the complainant upon his request, RRHA may not rely on that document at the grievance hearing.
- RRHA will furnish complainant a list of its witnesses at least three (3) business days before the hearing. Any witness not so identified after a timely request therefor by complainant may not be called by RRHA at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.
- The right to require the presence of any Management employee whose testimony complainant reasonably believes is relevant to his case. The reasonableness of the complainant's belief in this regard shall be determined by the Hearing Officer/Hearing Panel if disputed.
- An explanation to complainant at the hearing of his due process rights.
- The right to be represented by counsel or other person chosen as their representative, and to have such person make statements on the complainant's behalf.
- Unless the complainant requests a public hearing, the complainant has the right to a private hearing which includes only the complainant, the Hearing Officer/Hearing Panel, complainant's counsel (or other representative), RRHA's counsel and any testifying witness. Witnesses will be sequestered until they are called to testify.
- The right to present evidence and arguments in support of the grievance, to controvert evidence relied on by Management and to confront and cross-examine all witnesses on whose testimony or information RRHA relies and to present any affirmative, legal, or equitable defense which complainant may have.
- A decision on the merits based solely and exclusively upon the facts presented at the hearing.
- Any party to a grievance may arrange to obtain a hearing transcript, at their own expense.

Witnesses - Complainant shall provide RRHA with a list of his/her witnesses at least three (3) business days before the hearing. Any witnesses not identified may not be called by complainant at the hearing unless the Hearing Officer/Hearing Panel is satisfied that the failure to identify was excusable.

Precedent - The Hearing Officer/Hearing Panel may render a decision without proceeding with the hearing if it is determined that the issue has been previously decided in another grievance hearing.

Failure to Appear - If any Management employee or other appropriate RRHA personnel fail to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may either postpone the hearing for a period not to exceed ten (10) business days or proceed without the testimony of the RRHA employee.

- If complainant fails to appear at a scheduled hearing, the Hearing Officer/Hearing Panel may also elect to postpone the hearing for a period not to exceed ten (10) business days or determine that the complainant has waived his/her right to a hearing. Both complainant and RRHA Management shall be notified in writing within five (5) business days of the Hearing Officer/Hearing Panel's decision as to whether complainant's failure to appear constitutes a waiver of his/her right to the hearing. A determination that complainant has waived their right to a hearing shall not constitute a waiver of any right complainant may have to contest the Hearing Officer/Hearing Panel's disposition of their grievance in an appropriate judicial proceeding.
- If the Hearing Officer/Hearing Panel decides to postpone the hearing due to Management's or the complainant's failure to appear, then the notice of the decision in this regard shall specify the rescheduled date and time of the hearing.

Burden of Proof - At the hearing, complainant must first make a showing of an entitlement to the relief sought, and thereafter, RRHA must sustain the burden of justifying their act or omission giving rise to the grievance.

- The hearing shall be conducted informally by the Hearing Officer/Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer/Hearing Panel shall require Management, complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer/Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party.
- Complainant or RRHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Accommodation of Persons with Disabilities - RRHA shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart shall be in an accessible format.

CHAPTER 24 - CRIMINAL RECORDS MANAGEMENT POLICY

PURPOSE

In the course of its regular operations, RRHA comes into possession of criminal records, as well as other documents related to criminal offenses of applicants (i.e. drug and alcohol abuse treatment documentation). While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Housing Authority may also be called upon to perform criminal record checks regarding applicants or residents for housing that receives federal assistance from RRHA. RRHA shall maintain the records received for these residents or applicants in the manner prescribed in this policy.

A. Acquisition

All adult applicants shall complete the Dissemination Form authorizing the release of criminal record history to the Authority upon applying for housing, or at any time existing tenant household wishes to add an adult member to the lease. Through its cooperative agreement with Rent Grow, a check of police records will be made. This check is done for the purpose of screening adult applicants for housing.

All requests for criminal records and records relating to criminal history shall be sent to the Tenant Selection Office. Persons authorized by RRHA may have access to these records. The authorized RRHA employees shall discuss the records with other Authority employees only as required to make a housing decision.

B. Maintenance

The Authority will keep all criminal records or records relating to criminal history that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process, Hearing process, in accordance with the regulations, and/or in court proceedings. No copies will be made of the records except as required for official or court proceedings. The criminal records or records relating to criminal history status are maintained in a separate file from other application or eviction information. These files are maintained in locked cabinetry in a secured office with limited access. The Program Eligibility Technician and the Program Eligibility Supervisor are the only employees having access to the cabinet or to the office.

C. Disposition

Criminal Background check information will be kept in a separate file with access only by persons authorized by RRHA. Upon making a determination of eligibility, or continued occupancy, the criminal background check information will be

destroyed. In cases where housing has been denied or eviction proposed, the information will be maintained until the completion of the appeals process.

CHAPTER 25 - GLOSSARY OF TERMS

1. Accessible dwelling units -When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in the Uniform Federal Accessibility Standards is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards
2. Accessible Facility -means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities
3. Accessible Route -For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility
4. Adaptability -Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability
5. Adjusted Income-Annual income, less allowable HUD deductions. HUD allowable deductions include –
 - a. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed, to further his/her education, or seek employment. Amounts deducted must be unreimbursed expenses and shall not exceed:
 - i. For gainfully employed, the amount of income earned by the family member released to work, or
 - ii. for education or seeking employment, the amount determined to be reasonable by the PHA when the expense is incurred to permit education or seek employment.
 - b. Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age, or who is eighteen years of age or older and disabled or a full-time student.
 - c. Disabled Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled family members where such expenses are necessary to permit a family member(s), including the disabled

- member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- i. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually disabled, and equipment added to cars and vans to permit use by the disabled or disabled family member.
 - ii. For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
 - iii. For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.
- d. Medical Expense for Elderly and Disabled Families Only:
- i. Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed.
 - ii. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.
 - iii. For elderly families without disabled expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
 - iv. For elderly families with both disabled and medical expenses: The amount of disabled assistance is calculated first, then medical expenses are added.
- e. For an Elderly/Disabled Family: An exemption of \$400 per household.
- f. The RRHA does not have any optional deductions
6. Adult: A Person who is 18 years of age or older.
7. Alteration: any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems
8. Annual Income Includes:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized within this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);
- e. Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);
- f. Welfare Assistance.
 - i. Welfare assistance received by the household.
 - ii. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
 - iii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (2) 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;

- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
- h. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7)) under Income Exclusions.
- i. For the section 8 programs only and as provided under the restrictions on assistance to students enrolled in an institution of higher education, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to the individual, except that financial assistance described in this income inclusion is not considered income for persons over the age of 23 with dependent children. Financial assistance does not include loan proceeds for determining income.

9. Annual Income Excludes:

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see No. 5 under Income Inclusions);
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of a live-in aide (as defined by regulation);
- f. Except for the required income inclusions in the Section 8 Program as stated income inclusions #9, the full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Certain amounts received that are related to participation in the following programs
 - i. Amounts received under training programs funded by HUD;

- ii. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- iii. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
- iv. A tenant service stipend. This is a modest amount (not to exceed \$200 per month) received by a tenant for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and tenant initiatives coordination and serving as a member of the PHA's governing board. No tenant may receive more than one such stipend during the same period of time; or
- v. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as tenant 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.
- i. Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).
- j. Reparations 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;
- k. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480 per adopted child;
- m. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- n. 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;
- o. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
- p. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category

of assistance programs that includes assistance under the 1937 Act. A notice will be published in the Federal Register and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- i. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- ii. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- iii. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- iv. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- vi. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- vii. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L-94-540, 90 Stat. 2503-04);
- viii. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- ix. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- x. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- xi. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- xii. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- xiii. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care)

under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- xiv. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
 - xv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
 - xvi. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
 - xvii. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
 - xviii. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
 - xix. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- q. Earned Income Disallowance
- i. Initial Twelve-Month Exclusion
 - ii. Second Twelve Month Exclusion and Phase-In
 - iii. Maximum Four-Year Disallowance
10. Applicant -a person or a family that has applied for admission to housing.
11. Area of Operation -The jurisdiction of the RRHA as described in applicable State law and the RRHA's Articles of Incorporation.
12. Assets -Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income 6.
13. Assets Include:
- a. Amounts in savings and checking accounts.
 - b. Stocks, bonds, savings certificates, money market funds and other investment accounts.
 - c. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets.

- d. The cash value of trusts that may be withdrawn by the family.
 - e. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
 - f. Some contributions to company retirement/ pension funds. Note the discussion below on accessibility of the funds.
 - g. Assets, which although owned by more than one person, allow unrestricted access by the applicant.
 - h. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
 - i. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
 - j. Cash value of life insurance policies.
 - k. Assets disposed of for less than fair market value during the two years preceding certification or re-certification.
14. **Assets Exclude**
- a. Necessary personal property, except as noted in assets inclusions.
 - b. Interest on Indian trust lands.
 - c. Assets that are part of an active business or farming operation.
 - d. NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant's/tenant's main occupation.
 - e. Assets not controlled by or accessible to the family and which provide no income for the family
 - f. Vehicles especially equipped for the disabled.
 - g. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.
 - h. NOTE: A key factor in whether or not to include an asset in the calculation of annual income is whether any member of the family has access to the asset
15. **Auxiliary Aids** -means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities 7.
16. **Care attendant** -a person who regularly visits the unit of a RRHA tenant to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by RRHA must demonstrate separate residence) and do not live in the public housing unit.
17. **Co-head of household** -One of the two people in a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

18. Covered Person – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
19. Dependent -A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent ⁸.
20. Designated Family -means the category of family for whom RRHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.
21. Designated housing (or designated project) -a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with HUD requirements.
22. Disabled Family -A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly ⁹.
23. Displaced Person -A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement ¹⁰.
24. Divestiture Income -Imputed income from assets, including business assets, disposed of by applicant or tenant in the last two years at less than fair market value
25. Drug – A controlled substance as defined in the Controlled Substances Act ¹¹.
26. Drug-related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug ¹².
27. Elderly Family -A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly ¹³.
28. Elderly Person -A person who is at least 62 years of age.
29. Extremely Low-Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

30. Family – Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in RRHA housing; OR

Two or more persons who are not so related but have regularly lived together for at least one year with a joint lease agreement and who will live together in RRHA housing.

The term family also includes the following terms defined in this Section:

- a. Elderly Family
- b. Near Elderly Family
- c. Disabled Family
- d. Displaced Person
- e. Single Person

Remaining member of a tenant family,

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family ¹⁴.

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

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

31. Families Living in Substandard Housing-For the purpose of priority for admission, a family that is currently residing in housing that is condemned by a unit of local government or a unit that does not have operable indoor plumbing, operable indoor toilet, safe or adequate heat, or kitchen facilities/accommodations.
32. Full-Time Student -A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to college, university, secondary school, vocational school or trade school ¹⁵.
33. Guest – For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

34. Head of the Household -The family member (identified by the family) who is held responsible and accountable for the family.
35. High Rent Burden – For the purpose of priority for admission, a person or persons that is paying greater than 60% of their annual income for rent for more than 90 days.
36. Homeless Families – For the purpose of priority for admission, a person or persons that is residing in a homeless shelter or has been determined by a recognized homeless provider as meeting the definition of homeless in accordance with the federal regulations.
37. Household – The family, RRHA-approved foster child or children and a RRHA-approved Live-in Aide
38. Household currently employed and enrolled in educational, training.... of higher education – For admission priority, an applicant that has an adult working at least 20 hours per week and attending an institution recognized under the higher education act or in recognized federal or state training/upward mobility program.
39. Household that meet the income goals towards income-tiering – For admission priority, an applicant with an income above 21% of area median income that will provide a broad range of incomes by development.
40. Individual with Disabilities, Section 504 definition ¹⁶
 - a. Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:
 - b. A physical, mental or emotional impairment that:
 - i. substantially limits one or more major life activities;
 - ii. has a record of such an impairment;
 - iii. or is regarded as having such an impairment.
 - c. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
 - d. Definitional elements:
 - i. “physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

- ii. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
 - iii. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
 - iv. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 - v. “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
 - vi. Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
 - vii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
 - viii. NOTE: A person would be covered under the first item if RRHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of RRHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.
- e. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.
41. Involuntarily Displaced – For the purpose of an admission priority, involuntarily displaced is a person displaced as a result of government action or by a declared state or national disaster.
42. Kinship care -an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)
43. Live-in Aide -A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by RRHA to be essential to the care and wellbeing of the person(s); (b) is not obligated to support

the family member; and (c) would not be living in the unit except to provide the necessary supportive services ¹⁷.

44. RRHA policy on Live-in Aides stipulates that:

- a. Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- b. Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a tenant with a disability may be to move the family to a larger unit);
- c. Live-in Aides have no right to the unit as a remaining member of a tenant family;
- d. Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a tenant family.
- e. A Live-in aide is a single person.
- f. A Live-in Aide will be required to meet RRHA's screening requirements with respect to past behavior especially:
 - i. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
 - ii. Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other tenants or staff or cause damage to the unit or the development; and
 - iii. A record of eviction from housing or termination from tenant programs.

45. Low-Income Household -A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families¹⁸

46. Medical Expense Allowance -For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance ¹⁹.

47. Minor -A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

48. Mixed Population Project -means a public housing project for elderly and disabled families. The RRHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

49. Multifamily housing project -For purposes of Section 504, means a project containing five or more dwelling units ²⁰.

50. Near-elderly family -means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly ²¹.
51. Near-elderly person -means a person who is at least 50 years of age but below 62, who may be a person with a disability
52. Net Family Assets -The net cash value, after deducting reasonable costs that would be incurred in disposing of ²²:
- a. Real property (land, houses, mobile homes)
 - b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
 - c. Cash value of whole life insurance policies
 - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
 - e. Other forms of capital investments (business equipment)
 - f. Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs include brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
 - g. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
 - h. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or tenant receives important considerations not measurable in dollar terms.
53. Other person under the tenant's control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person).
54. Person with disabilities¹ - means a person² who ²³—
- a. Has a disability as defined in Section 223 of the Social Security Act 24 ; or,
 - b. Has a physical, mental or emotional impairment that:

- i. Is expected to be of long continued and indefinite duration;
 - (1) Substantially impedes his/her ability to live independently; and,
 - (2) Is of such nature that such disability could be improved by more suitable housing conditions; or,
 - (3) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights ²⁵Act
- 55. Portion of project -includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects.
- 56. Project, Section 504 -means the whole of one or more tenant structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
- 57. Premises – The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
- 58. Qualified Individual with disabilities, Section 504²⁶ -means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the RRHA can demonstrate would result in a fundamental alteration in its nature.
 - a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the RRHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the 1 NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)] 2 A person with disabilities may be a child. safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the RRHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services.
- 59. Single Person -A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.
- 60. Spouse -Spouse means the husband or wife of the head of the household.
- 61. Tenant Rent ²⁷-The amount payable monthly by the Family as rent to RRHA. When all utilities (except telephone) and other essential housing services are

supplied by the Authority; Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the RRHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance

62. Total Tenant Payment (TTP) -The TTP, or income-based rent, is calculated using the following formula:
- a. The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent. If the Tenant pays for the utilities directly to the utility supplier, the amount of the Utility Allowance is²⁸ deducted from the TTP. See the definition for Tenant Rent.
63. Uniform Federal Accessibility Standards -Standards for the design, construction, and alteration of publicly owned tenant structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, [24 CFR § 8.32 (a)].
64. Utilities -Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility ²⁹.
65. Utility Reimbursement -Funds that are reimbursed to the tenant or the utility company on the tenant's behalf if the utility allowance exceeds the Total Tenant Payment.
66. Very Low-Income Family -Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development ³⁰
67. Victims of Domestic Violence – For the purpose of priority for admission, a person or persons that due to no fault of their own is the recipient of a felony or misdemeanor crimes of violence by a current or former spouse, or an individual that is engaged in acts that violate the domestic or violence laws of the jurisdiction.
68. Victims of Hate Crime – For the purpose of priority for admission, a person or persons that due to no fault of their own is the recipient of a felony or misdemeanor crimes of specifically known as “hate crimes” as listed by the FBI, and has lost or will vacate the dwelling for fear associated with the hate crime.
69. Violent Criminal Activity – Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Act of 1937 as amended by VAWA (42 U.S.C. 13925)

70. Working Families – For the purpose of admissions priority, a working family is a family that contains at least one adult that has been continuously employed full-time (30 hours per week) for at least 6 months.

- 1 24 CFR § 8.32 & § 40
- 2 24 CFR § 8.21
- 3 24 CFR § 8.3 & § 40.3.5
- 4 24 CFR § 8.3 & § 40.3.5
- 5 24 CFR § 8.3 & § 8.23 (b)
- 6 24 CFR § 5.603
- 7 24 CFR § 8.3
- 8 24 CFR § 5.603
- 9 24 CFR § 5.403
- 10 (42 USC 1437a(b)(3)
- 11 24 CFR § 5.100
- 12 24 CFR § 5.100
- 13 24 CFR § 5.403
- 14 24CFR §§5and960
- 15 24 CFR 5.603
- 16 24 CFR § 8.3
- 17 24 CFR 5.403
- 18 42 USC 1437a(b)
- 19 24 CFR § 5.603
- 20 24 CFR § 8.3
- 21 24 CFR § 5.403
- 22 24 CFR § 5.603
- 23 42 USC 1437a(b)(3)
- 24 42 USC 423
- 25 42 USC 6001 (5).
- 26 24 CFR § 8.3
- 27 24 CFR § 5.603.
- 28 24 CFR §5.613
- 29 24 CFR § 965.473
- 30 42 USC 1437a(b).