

PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY - 2010

REVISED APRIL 16, 2007



HOUSING COMMISSION OF ANNE ARUNDEL COUNTY

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Housing Commission of Anne Arundel County
PUBLIC HOUSING ADMISSION & OCCUPANCY POLICY

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INTRODUCTION

The Housing Commission of Anne Arundel County (HCAAC) serves as the Public Housing Agency (PHA) for all of Anne Arundel County with the exclusion of the City of Annapolis; which administers a separate Public Housing and Section 8 Program for that area. HCAAC currently owns and manages 1,026 units of conventional housing.

The purpose of the Admissions and Occupancy Policy is to establish the fundamental criteria and procedures for admission to, and the continued occupancy of, the Commission's conventionally owned public housing units assisted by the Department of Housing and Urban Development (HUD).

The policy is designed to achieve the Commission's statutory objective of developing and operating socially and financially sound low-income housing developments that provide decent homes and suitable living environments and foster economic and social diversity in the tenant body as a whole.

The Public Housing program is designed to achieve the following major goals:

1. To avoid concentrations of the most economically and socially deprived families in any one or more developments.
2. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on other tenants or the development;
3. To maintain a tenant body in each development composed of families with a broad range of incomes of low-income families in the Commission's area of operation.
4. To protect the financial stability of the Commission's developments and programs.
5. To assure the impartial, responsible and predictable administration of the Commission's programs.
6. To protect the privacy of applicants and tenants.
7. To provide for efficient and orderly administrative processing and procedures.
8. To provide housing opportunities to eligible local residents consistent with the purposes and requirements of applicable state and federal laws.

Although the policy clearly states objective standards and systematic procedures to be followed in the admissions and continued occupancy of public housing residents, implementation may require individualized interpretation and ~~judgement~~ judgment periodically. In the exercise of that judgment, the Commission shall, to the greatest extent feasible, strive for fairness, reasonableness, impartiality, consistency and conformity to the written principles and objectives.

SECTION I - GENERAL REQUIREMENTS

A. APPLICABILITY

This policy shall apply to applications for and to the continued occupancy of all units of housing owned by the Commission and assisted by HUD under its conventional housing program.

B. FAIR HOUSING POLICY

It is the policy of HCAAC to comply fully with all Federal, State and local non-discrimination laws and to operate in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, HCAAC shall not on account of race, color, sex, religion, creed, national ethnic origin, age, family or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under the Public Housing Program within the requirements of the HUD regulations.

To further its commitment to full compliance with the Civil Rights laws, HCAAC will provide Federal, State and local information to program participants regarding "discrimination" and any recourse available to them should they feel that they have been a victim of discrimination. Such information will be made available during the briefing session and all applicable Fair Housing information and Discrimination Complaint Forms will be made a part of the briefing packet.

C. DEFINITIONS

APPENDIX I is a list of defined words and phrases, which when capitalized and used in this policy, shall have the meanings indicated.

D. EFFECTIVE DATE

This policy shall be effective upon written approval by HUD following adoption by the Commission, acting through its duly constituted Board of Commissioners. All prior policy statements of the Commission on the same subject matter shall, on the effective date, be superseded by this policy. Upon the effective date, this policy shall apply to all pending applications and existing leases.

E. AMENDMENT

This policy may be amended by the Commission by resolution duly adopted by its Board of Commissioners at a regular or special meeting. The written agenda for such meeting shall indicate consideration of amending the policy. Any such amendment shall be subject to approval by HUD and shall be made only in accordance with applicable HUD regulations.

F. USE OF THE ADMISSIONS AND OCCUPANCY POLICY

The Housing Commission of Anne Arundel County has full responsibility for the satisfactory completion of all contractual obligations with the Department of Housing and Urban Development (HUD) and for complying with all subsequent changes in regulation when implementing the Admissions and Occupancy Policy. If such changes conflict with the Policy, HUD regulations will have precedence. The administrative burden for implementation and compliance with the Federal regulations rests with the HCAAC.

The guidelines set forth in this policy incorporates requirements of the U. S. Department of Housing and Urban Development (HUD), in the Public Housing Occupancy Handbook 7465.1 Rev-2 dated August, 1987. All issues not addressed in this document related to tenants and participants, are governed by changes in Federal regulations via HUD notices and memoranda as well as Board approved policies.

G. ADMINISTRATION OF PROGRAM FUNCTIONS

The administration of this Admission and Occupancy Policy is the responsibility of the Housing Opportunities and Housing Management Divisions of the Housing Commission of Anne Arundel County.

SECTION II - PRE-APPLICATION AND DETERMINATION OF ELIGIBILITY

A. FILING OF APPLICATION

The Commission shall accept and process applications for admissions to its conventional Public Housing program according to the following procedures:

1. Any Adult member of the Applicant Family who is the Head of Household or Spouse must first file a preliminary application with the HCAAC Admissions and Occupancy Department. The pre-application shall provide information reasonably required by the Commission in determining eligibility, priority, selection, assignment, and rent.
2. The family member shall, by signing the pre-application attest to the accuracy of the recorded information, and acknowledge the Commission's right to verify the information by third-party verification.
3. The date of receipt will be stamped on the pre-application by the Admissions staff.

B. DETERMINATION OF ELIGIBILITY

If an applicant is determined to be eligible, said applicant is notified in writing that he/she has been placed on the waiting list. If an applicant is initially determined to be ineligible because of income or family composition, said applicant is notified in writing and advised that he/she may ask for an informal review to discuss the decision.

1. Applicants owing debts from previous assistance on the Section 8 Program and/or Public Housing Occupancy will be notified in writing of the amount owed, and will be given ten (10) days to enter into a repayment agreement. If, after entering into the repayment agreement, the applicant defaults, the pre-application will be withdrawn from the waiting list.

If at the time the applicant's name reaches the top of the waiting list, the debt is still outstanding; the applicant will be required to pay the debt in full before receiving assistance. Failure to do so will result in the applicant being removed from the waiting list, with the opportunity for an informal review. In either case, the applicant will be given the opportunity to an informal review.

2. HCAAC reserves the right to deny housing assistance to a family or single applicant if a family member has engaged in or been evicted from assisted housing due to drug-related or violent criminal activity in the past three years.

HCAAC is not required to list the family on the waitlist or to admit the family off the waitlist. A waiver, however, may be granted for an individual who clearly did not participate in or have knowledge of drug related or criminal activity or if the circumstances leading to eviction no longer exist.

C. NOTIFICATION OF INELIGIBILITY

If an applicant is initially determined to be ineligible because of income or family composition, and that determination is concurred by the Commission's ~~Director of Rental Services~~ Applicant Screening Committee, the Commission shall mail to the applicant a notification of ineligibility stating the reason or reasons for the determination and a short summary of the evidence relied upon in making the determination. The summary need not identify specific sources of that evidence.

The Commission will also advise that the Family may seek reversal of the determination at an informal, non-adversary, fact-finding review before the Commission's Hearing Officer if requested by the applicant in writing within ten (10) working days of the date of notification of ineligibility.

D. INELIGIBILITY REVIEW

If the Applicant is entitled to review of an ineligibility determination, the review shall be scheduled and held as soon as possible. The applicant shall be given reasonable written notice of the time and place of the informal review and shall be entitled to be present, to have a representative of his/her choice, and to offer additional information to the extent deemed relevant by the Commission's Hearing Officer.

The Commission's Hearing Officer shall within a reasonable time after the close of the hearing render written decision and describe the information upon which the hearing officer relied. The decision need not contain an extensive opinion or formal finding of fact or conclusions of law. The decision of the Commission's Hearing Officer shall be based on the record (consisting of the application file, information presented at the review and any information obtained after the hearing pursuant to agreement of the parties made at the review) and shall be final.

SECTION III - MAINTENANCE OF THE WAITING LIST

A. ESTABLISHMENT OF A CENTRAL FILING SYSTEM

The Applications of persons making application for admissions to the Public Housing Program shall be suitably filed in the following manner:

1. "Active" files - The applications of all apparently eligible Applicants shall be alphabetized and filed together with a copy of any notification of apparent eligibility and any supporting and verification documents, and indexed in a central file maintained for "active" Applications.
2. "Ineligible" files - The applications of persons determined to be ineligible shall be suitably filed, together with a copy of the notification of ineligibility and any subsequent review notations, and indexed in a central file maintained for "ineligible" Applications.
3. "Withdrawn" files - Applications that have been withdrawn, for any of the reasons set forth below, shall be suitably filed, with related documents, and indexed in a central file maintained for "withdrawn" or "inactive" applications. An Application will be withdrawn if:
 - a. the Applicant requests withdrawal;
 - b. the Applicant fails to confirm continued interest in a Unit in response to the annual purge of the waiting list;
 - c. the Applicant fails to furnish information or verification, or authorization to obtain information or verification necessary to process the Application under Section IV-F of this policy.

B. MAINTENANCE OF THE WAITING LIST

The Commission shall computerize each written application and applicants will be assigned a position on the waiting list according to date and time of application, preference points, and suitable type or size of unit.

A list of interested families will be maintained when immediate assistance is not available. This waiting list will be maintained according to the applicant preference and ranking status, date and time of the family's application and suitable type or size of unit. All Applicants must report in writing to the Admissions office any change in address, family composition, income, or factors affecting preference points when

changes occur. An applicant's waitlist status is maintained on an automated voice mail system and can be retrieved via the telephone on a 24-hour basis. The waitlist is updated daily.

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Should applicant not respond to the request for updated information or to selection for the program for any reason, prior to the established deadline, the applicant will be deleted from the waiting list. Reasons for non-response, resulting in deletion from the list, include (but are not limited to-) negligence in returning the form in a timely manner; relocation resulting in a return of the blank form to the Commission with no forwarding address.

The waitlist will remain open for acceptance of applications until a determination is made by the Executive Director to close the waitlist and at such time a notice will be posted in the legal section of the local newspapers.

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SECTION IV - ELIGIBILITY CRITERIA FOR ADMISSIONS

The Commission will admit, as tenants, only applicant families who, at the time of admission, satisfy the following economic and non-economic criteria:

A. ECONOMIC CRITERIA

Each Applicant Family shall satisfy the following maximum income and assets requirements:

1. Income. Adjusted family income does not exceed the applicable low income limits established by HUD for occupancy in developments constructed prior to October 1, 1981 or the "very low" income limits established for occupancy in developments constructed after October 1, 1981.
- 2) Assets. Net Family Assets do not exceed the applicable Maximum Asset Limits as set by HUD.

B. NON-ECONOMIC CRITERIA

Each Applicant Family shall satisfy the following non-economic requirements. Compliance shall be determined from information obtained from the application process. The non-economic requirements are:

Family Applicant

The applicant must qualify as a family which is defined as two or more persons who will live together regularly in the dwelling unit and are:

- related by blood
- married or co-habitants (as defined in the glossary)
- adopted
- two or more disabled or elderly persons living together, with or without a caregiver

All Family member who will be assisted through the program must be listed and verified as household members at the time of acceptance on the Program. Additions to the household will only be permitted if they meet the criteria listed above.

If the addition to the family is a minor, then he/she must be placed in the household through adoption, court order or proof of legal custody.

Single Applicant

A single applicant may also constitute a Family, but only if he or she is:

- Elderly (62 or older)
- Pregnant female
- In the process of obtaining legal custody of a dependent under 18 years
- Handicapped or disabled
- Single with none of the above criteria, but who meet the income and preference requirements for the program.

Independence

The definition of a Family includes at least one Adult who is capable of meeting his or her obligations under the lease and do not pose a danger to their own health and safety or to other residents of the community or HCAAC employees.

Accordingly, the Commission's attempts to provide sound housing units in a decent environment and requires that its Families provide for themselves their other essential living requirements, without becoming an unacceptable burden upon neighboring residents or the Commission's staff; such as housekeeping, nursing and health care, personal counseling, and financial management.

The Commission also requires that at least one responsible member of each Family be capable of understanding and discharging the obligations imposed upon Family by the Commission's lease, including obligations for the payment of rent and other charges and for the maintenance, cleanliness and safety of the leased premises.

In special circumstances, with the approval of the ~~Director of Rental Services~~ Department Supervisor, these requirements may be satisfied by a formalized arrangement between the Applicant Family and a relative, chore worker, nurse, or other suitable person who has agreed to provide and is capable of providing the necessary assistance and care. The continued providing of that third-person assistance and care shall become a special condition of the lease. The person providing such assistance shall not assume the status of a remaining member of a Tenant Family in the event the Tenant vacates the premises for any reason.

Financial Responsibility

The Family's past performance and present conditions must indicate a reasonable probability that the Family will meet its future financial obligations to the Commission. The prospective ability and willingness of the Family to meet their limited financial obligations to the Commission will be determined by Applicants who owe no rent or other amounts to the Housing Commission or to another PHA as a result of participation in the Public Housing or Section 8 programs.

Applicants owing debts from previous assistance on the Section 8 Program and/or Public Housing Occupancy will be notified in writing of the amount owed, and will be given ten (10) days to enter into a repayment agreement. If, after entering into the repayment agreement, the applicant defaults, the pre-application will be withdrawn from the waiting list.

If at the time the applicant's name reaches the top of the waiting list, the debt is still outstanding; the applicant will be required to pay the debt in full before receiving assistance. Failure to do so will result in the applicant being removed from the waiting list, with the opportunity for an informal review. In either case, the applicant will be given the opportunity to an informal review.

Previous eviction for failure to pay rent shall not automatically disqualify an Applicant Family, but may be the basis for further inquiry and ineligibility.

Conduct

The Family's past performance in present and prior housing should indicate a reasonable probability that the Family:

- 1) Will refrain from habits, practices and conduct, including criminal activity, that would likely disturb neighbors, damage property, or adversely affect the health, safety or welfare of the Commission's tenants or employees.
- 2) Has not committed fraud in connection with any Federal housing assistance program.
- 3) Has no record of being an unsatisfactory Public Housing resident prior to the date of admission.
- 4) Has no record of criminal activity involving acts of physical violence to persons or property, or other criminal or drug related acts which would adversely affect the health, safety, or welfare of other Residents, or the Applicant himself.

HCAAC reserves the right to deny housing assistance to a family or single applicant if a family member has engaged in or been evicted from Assisted Housing due to drug-related or violent criminal activity in the past three years.

In this case, **ACCHA** is not required to list the family on the waitlist or to admit the family off the waitlist. A waiver, however, may be granted for an individual who clearly did not participate in or have knowledge of drug related or criminal

activity or if the circumstances leading to eviction no longer exist.

SECTION V - RESIDENT SELECTION AND ASSIGNMENT

A. FACTORS IN THE SELECTION PROCESS FOR ADMISSIONS TO PUBLIC HOUSING

The procedures used for selection of Residents shall be designed to attain a Resident body in each community composed of families with a broad range of incomes and rent paying ability. The selection process or placement of an applicant in Public Housing is based upon the following factors:

- Preference points and ranking status
- Application date and time
- Bedroom size
- Elderly and non-elderly status
- Eligibility criteria

1. Preference points will only be awarded upon written verification of the applicant's preference status at the time of the eligibility interview. An applicant who does not submit verification of their preference status will not be awarded preference points. This requirement is reflected on the application for housing.

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2. Application Date and Time

An applicant's position on the waiting list will be maintained in order of date and time of application and within required bedroom sizes. The date and time of receipt of each application received will be stamped on the application by the Admissions office.

3. Bedroom Size

The following occupancy standards will be used to determined the number of bedrooms required to accommodate a family at leasing (except that such standards could be waived at the discretion of the Executive Director or designee when necessary to achieve or maintain full occupancy or when extraordinary family situations or circumstances exist):

OCCUPANCY STANDARDS

<u>BEDROOM</u>	<u>MINIMUM # PERSONS IN HOUSEHOLD</u>	<u>MAXIMUM # PERSONS IN HOUSEHOLD</u>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6

4 BR	4	8
5-6 BR	6	10-12

- a. Dwellings will be assigned so that except in the case of infants or very young children, it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom.
- b. Children who have reached the age of three (3) years will be given a separate bedroom from that single parent when a vacancy occurs and a transfer is feasible.
- c. Children of opposite sex will not be required to share a bedroom after reaching the age of five (5) years when a vacancy occurs and a transfer is feasible.

The preceding categories of occupancy standards are guidelines only. A family may elect to occupy a smaller unit that these guidelines would dictate if they so choose.

4. Elderly and Non-Elderly Status

Elderly and disabled or handicapped families are given preference in admission to communities for the elderly. Non-Elderly families are restricted to admission to family communities only. Management retains the right, however, to house a single handicapped or disabled person in a one bedroom "accessible" family unit.

5. Income Requirements

Families will be assigned in accordance with the income targeting requirements established based upon waitlist demographics. Targeting requirements will be evaluated semi-annually in January and July of each year and modifications will be made as an internal communication as amendment to this policy.

The policy will reflect waitlist demographics as indication of the demand required upon the program. The Housing Commission will continue to adhere to the Federal Requirements as they are updated.

The targeting requirements will also be set with emphasis on insuring that each community can meet it's financial requirements and a minimum rent roll threshold will be established for each respective community.

B. PREFERENCE IN SELECTION OF TENANTS

All applicants with the following Primary Preference will receive assistance before any other applicant who is not so qualified. An applicant qualifies for a preference if they meet any of the following conditions:

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1. **Substandard Housing: A unit is substandard if it:**
 - a. **Has been declared unfit for habitation by a government agency.**
 - b. **Is dilapidated (does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair, endangers the health, safety, and well-being of family).**
 - c. **Does not have operable indoor plumbing.**
 - d. **Does not have a usable flush toilet in the unit for the exclusive family use.**
 - e. **Does not have usable bathtub or shower in the unit for exclusive family use.**
 - f. **Does not have adequate, safe electrical services.**
 - g. **Does not have an adequate, safe source of heat.**
 - h. **Should, but does not, have a kitchen.**

An Applicant who is a "Homeless Family" is considered to be living in substandard housing if they:

- a. **Lack a fixed, regular, adequate nighttime residence.**
 - b. **Have a primary nighttime residence that is a supervised public/private shelter providing temporary accommodations, or an institution providing temporary residence for individuals, intended to be institutionalized, or a public/private place not ordinarily used as a sleeping accommodation for human beings. ("Homeless Family" does not include any individual imprisoned/detained pursuant to State Law or an Act of Congress.)**
2. **Involuntary Displacement: Involuntary displaced applicants are applicants who have vacated or will (within no more than six months from date of verification) vacate housing as a result of:**
 - a. **Federal, State, or local government action related to code enforcement, or public improvement/development.**
 - b. **A disaster such as a fire or flood that results in the uninhabitability of an applicant's unit.**

- c. Action by a housing owner, which is beyond an applicant's ability to control and occurs despite the applicant having met all previous conditions of occupancy and is other than a rent increase.
 - d. "Victims of Domestic Violence" who have to vacate due to actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member. This violence must have occurred recently or be of a continuing nature.
 - e. Displacement to avoid reprisals (witness relocation), displacement by hate crimes, displacement by inaccessibility of unit (e.g., a family member with a mobility impairment cannot use critical elements of the unit), and displacement because of HUD disposition of a multifamily project.
3. **Paying in Excess of 50% of Income for Rent:** The definition of this preference involves definition of two terms: "Family Income" and "Rent".

For purposes of the Preference Rule, "Family Income" is monthly income, as defined in 24CFR 913.102. "Rent" is defined as:

- a. The actual amount due, under a lease or occupancy agreement (calculated on a monthly basis), between a family and the Public Housing Commission.
- b. In the case of utilities purchased directly by tenants from utility providers:
 - 1) The PHA's reasonable estimate of the cost of such utilities, or
 - 2) The average monthly payments family actually made for these utilities in the most recent 12-month period, or shorter period if appropriate.
- c. Any amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable "Rent" amount, to the extent that these amounts are not included in Family Income.

The Housing Commission has adopted Secondary Preferences (also known as Ranking or Local Preferences):

- 41.** Living or Working in Anne Arundel County:
 - a. Anne Arundel County mailing address. (which does not include a Post Office Box number)

- b. Application for or possession of driver's license or vehicle registration indicating a Anne Arundel County mailing address.
- c. Statements of residence on other identification.
- d. Registration of children in local schools.
- e. Head, spouse or other family member either working or hired to work in Anne Arundel County.

52. WORKING FAMILY

Working Family which is defined as:

Applicant households whose head, spouse, or sole member is age 62 or older or is receiving social security disability, supplemental security income disability benefits, or any other payments based on the individual's inability to work; or those who are in or have completed educational or training programs designed to prepare people for the job market. It may also be narrowed to require that either the head or spouse be employed for at least three months or that the employment income must be accountable under HUD's definition of "annual income."

The selection preferences and priorities established in this section will be administered in a manner that is consistent with HUD's Fair Housing policy.

C. WEIGHTING OF THE PREFERENCES

Regardless of the number of Preferences an applicant may qualify for, only a maximum of three ~~Preference~~ Preferences shall be assigned to the applicant for a total of five (5) points.

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An Applicant shall be placed on the waitlist in the chronological order in which they apply, and the number of preference points assigned.

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<u>PREFERENCES</u>	<u>POINTS</u>
Substandard Housing	3
Involuntary Displacement	3
50% of Income	3
Living In A.A. Co.	1
Working Families	1

1. ~~SENIOR ASSISTED HOUSING~~ CONGREGATE HOUSING SERVICES PROGRAM (CHSP)

HCAAC administers the ~~Senior Assisted Housing Program~~ CHSP in conjunction with Anne Arundel County Department on Aging in a collaborative effort to assist elderly tenants who require additional services, ~~i.e.~~ food services, transportation, in order to maintain an independent lifestyle.

HCAAC maintains ~~10~~ units for this purpose. Applicants who are identified for this program are given preference in placement over other seniors not requiring those services. Applicants identified for ~~Senior Assisted Housing~~ CHSP however, must meet all other federal requirements established for placement in Public Housing.

Those applicants housed in Public Housing, who are taken from the wait list are required to enter into a one (1) year contract and lease under provisions for ~~Senior Assisted Housing~~ CHSP. A separate waitlist and applicant pool will be maintained for Senior Assisted Housing.

D. INCOME VERIFICATION AND PAYMENT CALCULATIONS

1. VERIFICATIONS REQUIRED TO DETERMINE ELIGIBILITY

- Annual income of all family members 18 years of age or older expected to reside in the unit. Income would include employment, benefits, school grants, support, interest or dividends from savings accounts, stocks, or bonds.
- Assets such as real property, savings accounts, stocks, and bonds.
- Unusual expenses such as child care to enable family members to work or furthering their education. Medical expenses for elderly family in excess of 3% of families annual gross income.
- Full-time student status of adult family members.
- Family composition such as relationship of adult family members, children with last names different from parents, custody, if applicable, foster care papers, and other similar situations of unusual family composition.
- Medical information could be required to justify a larger bedroom size certificate than the family is otherwise eligible.
- Regular contributions & gifts from person(s) outside the household will be counted as income. Casual or sporadic gifts are excluded.
- Lottery winnings paid in periodic payments. (Winnings paid in a lump sum are included in net family assets - not in annual income.)

- **The annual income of the spouse of the head of the household, if that person is temporarily absent, such as away at college or in the armed forces, even if that person is not on the lease.**
- **Benefits and other non-earned income paid directly to or on behalf of minors and full-time students.**
- **The annual income for a family member including a permanently absent member will be counted until written verification that the family member has vacated the unit is received.**
- **The gross amount (before deductions for medicare, etc.) of periodic social security payments. Includes payments received by adults on behalf of minors or by minors for their own support).**
- **Annuities, insurance policies, retirement funds, pension, disability or death benefits and other similar types of periodic receipts.**
- **Payments in lieu of earnings, such as unemployment and disability compensation and severance pay. Any payments that will begin during the next 12 months must be included.**
- **Net payments of adjusted benefits.**

2. ANNUAL INCOME EXCLUDES

- **Employment income of children (including foster children) younger than 18.**
- **Food Stamps; meals on wheels or other programs that provide food for the needy; groceries provided by persons not living in the household.**
- **Grants or other amounts received specifically for medical expenses.**
- **Adoption Assistance Payments**
- **Income associated with persons that live in the unit but are not regular household members includes:**
 - payments received for care of foster children
 - income of live-in attendants
- **Homecare payments**
- **Resident Service Stipends**
- **The principal portion of the payments received on mortgages or deeds of trust.**

- **Earned Income of Full Time Students 18 years or older (except the Household and spouse). The exemption only applies to earning in excess of \$480.00.**
- **Scholarships, veterans benefits or student loans used for tuition, fees, books, equipment or reasonable rent or utility costs for a student living away from home.**
- **State or Local employment training programs and training of resident management staff.**
- **Hazardous duty pay to a family member in the military.**
- **Lump-sum additions to family assets - such as inheritances; one-time lottery winnings; insurance settlements under health and accident insurance and worker's compensation; settlement for personal or property losses.**
- **Exclusion of Deferred Periodic Payments of SSI and Social Security received in lump sum.**
- **Casual, sporadic or irregular gifts (including verified census taker earnings).**
- **Payments, rebates or credits received under Federal, Low-Income Home Energy Assistance Programs or from other government agencies.**
- **Income excluded by Federal Statute.**

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3. CONVERTING INCOME

To annualize full employment, multiply:

- hourly wages by 2080 hours
- weekly wages by 52
- bi-weekly amounts by 26
- semi-monthly amounts by 24
- monthly amounts by 12

4. IMPUTED INCOME FROM ASSETS

If net family assets exceed \$5,000, annual income must include the greater of:

- **The actual income from assets; or**
- **An imputed income from assets:**

- **Imputed income is calculated by multiplying the total net family assets by the specified interest rate. The current rate established by HUD is 2.91.86 % and will be changed as per regulatory changes.**

Family assets include:

- **Amounts in savings and checking accounts.**
- **Equity in real property or other capital investments is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees, penalties), that would be incurred in selling the asset.**
- **The cash value of trusts that are available to the household.**
- **IRA (an individual retirement account), Keogh and similar retirement savings accounts.**
- **Stocks, Bonds, Treasury Bills, Certificate of Deposits, Money Market Funds.**
- **Contributions to company retirement/pension funds:**
 - While an individual is employed, count only amounts the family can withdraw without retiring or terminating employment.**
 - After retirement or termination of employment, count as an asset any amount the employee elects to receive as a lump sum.**
- **Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.**
- **Personal property held as an investment.**
- **Cash value of life insurance policies.**
- **Assets disposed of for less than fair market value during the two years preceding application or re-examination.**
- **Business assets disposed of for less than fair market value. (Business assets are excluded from net family assets only while they are part of an active business.)**

5. ASSETS DO NOT INCLUDE

- **Clothing, furniture, cars**

- **Interest in Indian trust lands**
- **Equity in a cooperative unit in which the family lives**
- **Assets that are not accessible to the applicant and provide no income to the applicant.**
- **The amount of equity in a mobile home.**

6. ADJUSTED INCOME

Gross annual income minus allowances for dependents, elderly household deduction, child care, medical and handicap expenses equals adjusted income.

a. Dependent Allowance

\$480 for each household member who is under 18 years of age, or is handicapped, disabled or a full-time student.

The head, spouse, foster child or live-in attendant are never counted as dependents.

Cannot count unborn child or child to be adopted until the child is physically in the household.

A full-time student is one carrying a full-time subject load (as defined by the institution) at an institution in a degree or certificate program.

b. Elderly Household Deduction

\$400 per family for all families in which the head or spouse is at least 62 years of age or handicapped or disabled. The \$400 is a household deduction (only one per family, even if both head and spouse are elderly).

c. Child Care

Reasonable child care expenses for the care of children, including foster children, age 12 and younger may be deducted from annual income if all of the following are true:

- **The care is necessary to enable a family member to work or further his/her education (academic or vocational);**
- **The expense is not reimbursed by an agency or individual outside the household; and**

- The expenses incurred do not exceed the amount earned.

d. Allowance for Handicapped/Disabled Family Members

Families may deduct anticipated expenses for care attendants and "auxiliary apparatus" for handicapped or disabled family members if such expenses:

- Enable a family member (including the handicapped family member) to work;
- Exceed three percent of Annual Income; and
- Do not exceed the earned income of the household member(s).

"Auxiliary apparatus" are items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. if directly related to permitting the handicapped person or other family member to work.

e. Medical Expenses

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age, handicapped, or disabled.

If the household is eligible for a medical expense deduction, the medical expenses of all family members are counted.

They may include:

- Services of health care facilities.
- Medical insurance premiums.
- Prescription/non-prescription medicines.
- Transportation to treatment.
- Dental expenses, eyeglasses, hearing aids, batteries.
- Live-in or periodic medical assistance.
- Monthly payment on accumulated medical bills.

Allowable Medical Expense is that portion of total medical expenses that is in excess of three percent of annual income.

E. SPECIAL CALCULATION FOR HOUSEHOLD WHO ARE ELIGIBLE FOR HANDICAP ASSISTANCE AND MEDICAL EXPENSES

If a family has both medical expenses and handicap assistance expenses, a special calculation is required.

Three percent of annual income must first be deducted from the handicap assistance expenses. Any remainder is then deducted from total medical expenses.

F. METHODS OF VERIFYING NECESSARY INFORMATION

1. **Third Party (Independent) Verification:** This should be used whenever possible as it provides the most reliable results. If other methods are used, the file should contain documentation to explain the reason.

Third party verification refers to written or oral verification from employers, public agencies, physicians, etc. If oral, the file must be documented with the date and name of HCAAC staff member receiving the information.

Internal Revenue Service Data: This source can be used for income purposes and is especially useful when self-employment is involved. The information must be from the most recent year filed.

2. **Review of Documents:** When documents are reviewed they must be photocopied unless prohibited by law. When photocopies cannot be made, information must be recorded, dated, and signed.

Notarized Statement or Signed Affidavits may be accepted from applicants when all other sources have been exhausted. They should not be accepted in lieu of other possible methods.

Verifications, such as income or expenses, must be updated if older than 60 days, for the purpose of certification or re-certification.

G. INELIGIBLE DETERMINATION AT TIME OF VERIFICATION

Families may be determined ineligible if their income exceeds the very low income standards prescribed by HUD.

Families may be determined ineligible when their income is such that the Total Tenant Payment is equal to or exceeds the highest rent standard for the unit size for which the family would be eligible.

Families may be determined ineligible if it is discovered they submitted fraudulent information.

H. NOTICE OF DECISION AND INFORMAL REVIEW PROCESS

All ineligible applicants must be advised of such in writing and of their right to informal review and given 10 days to request an informal review.

The informal review will provide the applicant with an opportunity to present new information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further

- A question and answer period; and
- Distribution of related materials.

At the briefings, pertinent information is discussed on all programs. Especially emphasized are all tenant responsibilities.

J. RESIDENT SELECTION PROCEDURE & ASSIGNMENT PLAN

The following plan for selection of applicants and assignment of dwelling units are consistent with the objective of Title VI of the Civil Rights Act of 1964 and HUD regulations and requirements to assure equal opportunity and non-discrimination on grounds of race, color, or national origin.

1. Elderly, Disabled & Handicapped Applicants

When a vacancy occurs in an elderly housing community, one (1) offer of an appropriate size unit will be made to the applicant based on type and size of the unit available and date and time the application was received at the property where the greatest number of vacancies.

If the applicant refuses the offer of a unit for a reason other than the approved valid reasons for health hardship, the applicant will be placed at the bottom of the waiting list at the date and time of refusal of the offer.

2. Family Applicants

When a vacancy occurs in a family housing community, one (1) offer of an appropriate size unit will be made to the applicant based on type and size of unit available and date and time the application was received at the property where the greatest number of vacancies exist.

If the applicant refuses the offer of a unit for a reason other than the approved valid reasons for health hardship, the applicant will be placed at the bottom of the waiting list at the date and time of refusal of the offer.

3. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his inability to move, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his name at the bottom of the eligible applicant list.

4. If the applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, medical services, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing his name at the bottom of the eligible applicant list.
5. The Housing Commission will take action to ensure that qualified individuals with disabilities benefit from housing assistance and services that are provided by the Commission.

In the event an accessible unit becomes vacant, before offering such unit to a non-disabled applicant, the Housing Commission shall:

- i. Offer such unit to a disabled resident of the same property, or comparable property, having disabilities that require accessibility features of the vacant unit, or, if no such occupant exists;
- ii. Offer such unit to qualified disabled client on the waiting list requiring the features of the available unit who meets the requirements of Eligibility and Resident Selection described herein.

K. STANDARDS FOR RESIDENT SELECTION

The Commission shall use information that may provide a basis for denial of housing based on the past conduct of the applicant or members of his/her family. To obtain such information, all families are subject to the following:

1. Credit report from a local credit bureau;
2. A rental history from a current or previous landlord;
3. Information from social workers, police departments, parole officers and other relevant reports.
4. Other selection criteria that may be regulated by Statute.

L. ASSIGNMENT PROCESS

1. Applicants are selected from the top of the Public Housing list based on date and time of application, preference points, and suitable type or size of unit with consideration given to elderly and/or handicapped status and factors which could adversely affect the health, safety, or welfare of other residents.

If an applicant has signed a long-term lease by the time he/she is contacted, the applicant may elect to delay the eligibility process.

2. Eligible applicants are assigned by the Occupancy Department to the appropriate site based on current and anticipated vacancies.

M. HARDSHIP CRITERIA FOR APPLICANTS AND RESIDENTS OF PHA

There are two (2) basis for hardship requests relative to the offering of a unit to new applicants:

1. **Health** - The physical unit itself is not appropriate because of applicant's incapacities; its location precludes home-bound support or mitigates against access to required long-term medical care or
2. **Economic Hardship** - The unit's location would cause loss of job, severe economic hardship including inadequate access to appropriate day care and/ or preclude fair access to transportation when public transportation is reasonably required.

Applicants must inform site-based staff of their decision to accept or reject an offered unit within 48 hours of the offer.

N. REFUSAL AND DENIALS OF APPLICANTS

1. The Commission will deny an applicant housing for the following reasons:
 - a. **History of:**
 - 1) **disturbing neighbors;**
 - 2) **destroying property;**
 - 3) **living or housekeeping habits which would adversely affect the health, safety or welfare of other residents; or**
 - 4) **criminal activity, especially involving violence. However no applicant who has been a victim of domestic violence, dating violence, or stalking can be denied admission if they are otherwise qualified.**
 - b. **Non-payment of rent**
 - c. **Poor credit history**
 - d. **Health or safety problems**
 - e. **Owing money to a public agency in connection with the public housing or Section 8 programs**
 - f. **Committing fraud in connection with any federal housing assistance program.**

g. Indication that the use of alcohol and/or drugs would likely result in conduct that would adversely affect the property environment.

h. Families may be determined ineligible due to specified criminal activity, or an action or failure to act by a household member as defined and detailed by Federal Statute. The Housing Commission must prohibit admission to the program of an applicant for three years from the date of eviction if a household member has been evicted from federally assisted housing for drug related criminal activity. However, the Housing Commission may admit the household if the Commission determines: (1) that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation approved by the Commission; or (2) that the circumstances leading to the eviction no longer exist.

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The Housing Commission must establish standards that prohibit admission if: (1) the Commission determines that any household member is currently engaging in illegal use of a drug, and (2) the Commission determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, and (3) any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

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The Housing Commission must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

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2. The Commission will:

a. Review with client any information that may adversely affect the possibility of housing and then inform the applicant in writing why housing is being denied and of their right to an informal review and given 10 days to request an informal review.

b. Refer the applicant to appropriate counseling services.

The informal review will provide the applicant with an opportunity to present new information or to refute existing information. The Hearing Officer may declare an applicant eligible, continue the findings of ineligibility, or reopen the case for further evaluation. The applicant shall be notified in writing of the results of the informal review.

SECTION VI - DWELLING LEASES

The Dwelling Lease is the basic contract between the Housing Commission and the Tenant and Tenant's Family (see Appendix IV). It is consistent with the state and local laws governing tenant-landlord relations as well as the requirements of HUD regulations. It governs the relationship between the Commission and its Tenants and consequently, is one of the single most important policy documents of the Commission. More importantly, it is the major policy document governing continuing occupancy promulgated by the Commission.

The Dwelling Lease governs such aspects of Tenant-Commission relations as who is permitted to live in the Unit leased by Tenant; the amount and manner of payment of rent, security deposits, and sundry charges; the conditions under which Commission personnel may enter the Unit; ~~and the and~~

procedures for re-determination of rent. It sets forth both the Commission's obligations to the Tenant and the Tenant's obligations to the Commission.

The Lease also prescribes the procedures for the transfer of the Tenant Family to larger or smaller units based on family size as well as for the termination of the Lease for the serious or repeated violation of the terms of the Lease. The Lease also makes reference to procedures for resolving disputes over the application of the rules and regulations set forth in the terms of the Lease and other such rules as are posted in development offices as well as over the omissions of the Commission.

No Applicant Family or Tenant Family may occupy a Unit in any Development managed by the Commission without a written Lease for such Unit which has been signed by the Head of Household or Spouse. The Lease shall be implemented for each Tenant at admission for new Tenants and at the time of transfer for any Tenant moving from one Unit in a development to any other Unit in a development.

A. LEASE REQUIREMENTS

The Lease which is entered into between the Commission and each Tenant of a Unit contains the following major provisions:

1. Identification of parties and premises;
2. Payments due under the Lease;
3. Rent and Unit size determinations;
4. Tenant's right to use and occupancy;
5. The Commission's obligations;
6. Tenant's obligations;
7. Defects hazardous to life, health, or safety;
8. Pre-occupancy and pre-termination inspections;
9. Entry of premises during residency;
10. Notice procedures;
11. Termination of the Lease;
12. Grievance procedures;
13. Provisions for modifications; and
14. Signature clauses.

B. IDENTIFICATION OF PARTIES AND PREMISES

Each Lease shall identify the premises leased and the parties to the lease including:

1. The date of the commencement of the Lease;
2. The term of the Lease; and
3. The members of the household and their relationship to the Head of Household who shall reside in the unit as approved by the Commission.

Dwelling Leases are for a period not to exceed one month. The Lease is automatically renewed for successive terms of one month each, unless terminated upon lease violations as specified in Section XIII.

C. PAYMENTS DUE UNDER THE LEASE

Five types of payments are due under the provisions of the Lease:

1. RENT

The amount of rent charged the Tenant at the date of occupancy (or the making of the current lease) is fixed in the lease. This amount may be adjusted upward or downward during the term of the lease to reflect changes in the Total Family Income as specified in Section E below. All rents are due in advance on the first day of each month or at the time of initial occupancy.

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a. MINIMUM MONTHLY RENT

In accordance with Section 402(a) and (2) of the continuing resolution, assisted families ~~will~~may pay a monthly minimum rent ~~of not less than \$25.00~~as set by the Housing Commission by internal procedure effective April 1, 1996. The minimum rent may not exceed \$50.00 per month, and is currently set at \$0, but may be changed at any time due to market conditions. The total tenant payment of these families must be the greatest of:

- 30% of family monthly adjusted income
- 10% of family monthly gross income, or
- ~~any~~\$25.00 minimum set by the Commission
- ~~the flat rent established for the unit (public housing only), so long as the flat rent does not exceed the 3 previous categories,~~

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2. LATE PAYMENT OF RENT AND COURT COSTS

A penalty of 5% (not to exceed \$10) shall be assessed for each instance of a tenant's failure to pay all monthly rent at the expiration of a 14-day notice of overdue rent and the Commission's initiation of legal proceedings to recover

such delinquent rent. The Tenant shall also be charged the cost of court and any other assessments associated with legal proceedings regarding the non-payment of rent. the Tenant shall also be charged the cost of court whenever legal proceedings are initiated for the collection of unpaid sundry and other charges.

3. **EXCESS UTILITIES**

The Commission furnishes, without additional charge, the Utilities specified for the development on the Schedule of Utilities adopted by the Commission. copies of the Schedule of Utilities will be posted in each development office and will be furnished to the Tenant upon request. The Tenant will be charged for any utility consumption in excess of the amount allotted for Units of similar size and construction. Charges for Excess Utilities are due and payable on the first day of the second month following the month in which the Excess Utility charge was incurred.

4. **REPAIR CHARGES**

The Tenant shall be charged for any repairs to the dwelling and/or the equipment furnished which are not due to normal wear and tear. The Head of Household shall be responsible for any and all damages caused by a member of the Tenant Household or their guests to the Unit, buildings, facilities, or common areas under the control of the Commission. The repair charges, where possible, shall be determined by reference to a uniform schedule of charges for repairs and materials as approved by the Commission after consultation with the Resident's Councils and posted in the development offices. Repair charges are due and payable on the first day of the second month following the month in which the charge is incurred and all charges shall indicate the nature of the repair.

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5. **SECURITY DEPOSITS**

Tenants shall deposit with the Commission an amount equal to the greatest of \$50 or one month's Total Tenant Payment as security for the performance of Tenant's obligations under the Lease. The security deposit may be paid either as a lump sum on the date of occupancy of the Unit or billed in reasonable installments at the execution of the Lease and thereafter on the until the amount is paid in full. The security deposit may not be used to pay rent or other charges while the Tenant occupies the Unit and may be used only upon termination of the Lease to cover unpaid rent and other charges or damages due the Commission.

D. **REPAYMENT AGREEMENTS**

When a participant owes money to HCAAC, assistance must not be terminated simply because the family has an outstanding debt. When an applicant owes money to

HCAAC (or another PHA or another federal housing program), placement on the waiting list must not be denied solely because of a previous debt. A Promissory Note, in the form of a Repayment Agreement, may be executed by the participant or applicant with the HCAAC to permit payback of a debt over a period of time.

Repayment Agreements may be executed for, but are not limited to, the following circumstances:

- failure to report changes in income or family size that results in overpayment of assistance
- repayment to HCAAC for claims paid on the participant's behalf due to unpaid rent, damages or a vacancy loss

Participants owing money must be notified of their liability and informed that they are not required to enter into a Repayment Agreement as a condition of continued assistance. However, in the absence of a Repayment Agreement or default of a Repayment Agreement, the HCAAC may deny issuance of a new Certificate or Voucher when the participant wants to move.

There is no dollar limit on the amount of the Repayment Agreement. Payment amounts should be affordable for the participant or applicant and for a specified term not to exceed 12 months.

If an applicant or participant has signed a Repayment Agreement with HCAAC (or any other PHA or federally assisted housing program) and they breach the agreement, HCAAC may deny or terminate assistance. There is no dollar limit on the amount of the Repayment Agreement. Payment amounts should be affordable for the participant or applicant and for a specified term not to exceed 12 months.

~~If an applicant or participant has signed a Repayment Agreement with HCAAC (or any other PHA or federally assisted housing program) and they breach the agreement, HCAAC may deny or terminate assistance.~~

E. RENT AND UNIT SIZE REDETERMINATION

Section VI-C of the Lease provides for the re-determination of rent, eligibility and dwelling size and represents the foundation of the continuing occupancy policies. The eligibility of a family to remain in occupancy, the amount of rent, and the appropriateness of the size of the Unit assigned based on Family composition are each determined as a result of the periodic reexamination of Tenant Families.

1. ANNUAL REEXAMINATION

The Commission shall reexamine the incomes and Family composition of Families living in its developments at least once in each twelve (12) month period. The reexamination dates for a specific Tenant shall be consistent with the anniversary date of the Lease. Sixty to ninety days prior to the anniversary

date of the Lease, the Head of Household shall furnish a signed statement setting forth the facts as to Family income, assets, employment, and family composition.

The Commission shall verify all information submitted by the Tenant in accord with V-F of this policy. To assist in the verification process, the Head of Household and any working adult members of the Tenant's Family shall sign release of information forms necessary to accurately verify the source, amount, and permanence of income. Copies of enrollment forms and transcripts may be required to document the status of full-time students for persons 18 years and older.

If, as a result of the Annual Reexamination, the Commission determines that Tenant's rent should be adjusted, the Commission will give Tenant 30-day Notice of Proposed Rent Adjustment. The adjustment shall become effective on the date stated in the Notice unless the tenant requests a grievance hearing on the proposed adjustment based on the manner in which the rent was determined.

The rent established at admission or the last reexamination date shall remain in effect between regular rent determination dates unless modified through an interim adjustment.

2. INTERIM ADJUSTMENTS

In general, the Tenant shall report any changes in Family composition, employment status, or income to the Commission with ten (10) days after the change has occurred. However, rent shall also be adjusted if the Commission obtains independent verification of income for a Family member, which has not been previously reported.

a. Temporary Rent

If the reported change involves a change in employment status and income upon which rent is determined, the Commission shall calculate a temporary rent, which reflects the reported changes. The Commission shall attempt to verify the reported changes through its normal verification procedures within ten (10) days of the application. However, should there be difficulty in immediately verifying the information, the Temporary Rent shall remain in effect until the changes are verified or for a period not to exceed sixty (60) days, whichever is shorter.

b. **Hardship Rent**

If the Tenant reports and adequately demonstrates to the Commission a change in his or her circumstances, which with the continued payment of rent at the then current rate, creates a hardship, the Commission shall reduce the rent during the continued existence of the hardship and for a period of sixty (60) days thereafter. The previous rental rate shall automatically be restored at the end of the sixty (60) days unless the tenant again demonstrates to the Commission that the hardship continues to exist. The Tenant must demonstrate efforts to the Commission that the hardship continues to exist. The tenant must demonstrate efforts to remedy the condition bringing about the hardship rent in order to have successive applications for hardship rent approved.

c. **Retroactive Rent**

If the Commission determines that the Tenant has misrepresented to the Commission the facts upon which his rent is based, resulting in the underpayment of rent, the Commission may, in addition to or in lieu of its other rights and remedies, including termination, charge and collect rent at the correct rent applied retroactively.

d. **Verification of Information**

Where feasible, third-party written verification or direct document review shall be the preferred method of verifying Tenant information, including Income, value of Assets, Medical Expenses, Child Care Expenses, Family composition, age, Disability, Handicap, Student Status, and displacement status. Third-party oral verification may be used if the tenant file is documented according to identification of all parties, the date, and the content of the information. All information must be verified as a condition of continued occupancy and the Head of Household and all other members of the Tenant Family must sign HUD-approved release forms and consent authorizing private and public agencies to furnish and release required information to the Commission.

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~~d. — Verification of Information~~

~~Where feasible, third-party written verification or direct document review shall be the preferred method of verifying Tenant information, including Income, value of Assets, Medical Expenses, Child Care Expenses, Family composition, age, Disability, Handicap, Student Status, and displacement status. Third-party oral verification may be used if the tenant file is documented according to identification of all parties, the date, and the content of the information. All information must be verified as a condition of continued occupancy and the Head of Household and all other members of the Tenant Family must sign HUD-approved release forms and consent authorizing private and public agencies to furnish and release required information to the Commission.~~

3. UNIT SIZE DETERMINATION

Assignments to Units are based on Family size and composition as discussed in Section V-A(3) of this Policy. If the Commission determines that the size of the Unit is no longer appropriate based on the Family composition, the Commission shall amend the lease and transfer the Tenant to a dwelling of appropriate size designated by the Commission, by written notice to the Tenant and allowing a reasonable time within which to move. Transfers due to changes in family composition shall take priority over the housing of persons from the applicant pool.

4. MISREPRESENTATION OF INFORMATION

If the Commission determines that the Tenant has knowingly misrepresented the facts upon which his or her rent or unit assignment is based, the Commission may, in addition to its right to charge retroactive rent or to refuse to adjust the Family composition and Unit size, terminate the lease and take possession of the Unit upon a thirty (30) day notice to Tenant unless the Tenant requests a grievance hearing on the proposed termination, in which case the grievance decision will determine the action or remedy.

F. TENANT'S RIGHT TO USE AND OCCUPANCY

As long as the lease is in effect, the Tenant shall have the right to the exclusive use and possession of the Unit as long as the dwelling is not used, or the Tenant does not permit it to be used, in violation of the terms and conditions of the lease. This restriction on the use and occupancy of the lease shall imply that neither Tenant nor members of the Tenant Family may sublease the dwelling to anyone else or permit persons not listed on the lease to occupy the dwelling in return for composition. It shall also imply that Tenant may not conduct a business from the premises or engage in any other activities which are in violation of building or housing codes as well as civil and criminal laws.

G. THE COMMISSION'S OBLIGATIONS

The Commission is specifically obligated by the lease to:

1. maintain the dwelling and the project in a decent, safe, and sanitary condition;
2. comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. make necessary repairs to the dwelling Unit;
4. keep project buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep in a clean and safe condition;
5. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, (including elevators) supplied or required to be supplied by the Commission";
6. provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant household) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by the Lease;
7. supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; and
8. notify Tenant of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford Tenant opportunity for a hearing under the PHA Grievance Procedure for a grievance concerning a proposed adverse action:
 - 1) The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with appropriate regulations shall constitute adequate notice of proposed adverse action.
 - 2) In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired or, if hearing was timely requested, the grievance process has been completed.

Should the Tenant believe that the Commission has failed to conform to any or all of the above obligations; the Tenant may request a grievance hearing to seek corrective actions regarding the situation.

SECTION VII - TRANSFERS

All residents are allowed to transfer if they meet the Tenant Transfer Policy criteria (see Appendix V).

SECTION VIII - TERMINATION OF RESIDENCY

A. VIOLATIONS OF THE LEASE

1. Terminations and notices to vacate will occur in accordance with provisions of the resident's lease and state and local law.
2. Housing Managers will generally hold case conferences with a resident in violation of the lease in an attempt to informally work out a solution.
3. The Commission will terminate residency for:
 - a. material noncompliance with the terms of the lease;
 - b. material failure to carry out obligations under any State of Maryland Landlord and Tenant Act; or
 - c. other good cause which includes but is not limited to resident's refusal to accept the Commission's proposed change to the lease. Termination for "other good cause" may only be effective at the end of any initial or successive term.
 - d. an act of domestic violence, dating violence, or stalking by a family member. The Commission reserves the right to evaluate the situation and possibly terminate the tenancy of the offending family member without terminating the assistance of the victimized, lawful occupants.

B. EVICTIONS

1. All evictions will be conducted in accordance with state and local law and the resident's lease.
2. Housing Managers will inform the resident of the lease violation; the consequence of continuing to violate the lease; and the date, time, and location for informal hearings, as appropriate. The resident may bring interested parties to informal hearings. Housing Managers may ask the Supervisor of Housing Management to attend the informal hearings.
3. Housing Managers will prepare written summaries of the informal hearings and provide the resident with copies.

4. In appropriate cases, Housing Managers will enter into a repayment agreement with the resident.
 - a. If an agreement is reached for the payment of outstanding debts owed to the Commission, both parties will execute a standard form agreement to be approved by the Supervisor of Housing Management. If the agreement is broken by the resident, the Commission may proceed to court as stipulated in the agreement for judgment against the resident and may repossess the unit.
 - b. If a satisfactory agreement is not reached for the payment of outstanding debts, the Commission may proceed to issue a thirty (30) day Notice to Vacate. This shall not, however, constitute a waiver of the resident's right to grieve the Commission's action or contest the action in an appropriate judicial proceeding.
5. A written thirty (30) day Notice to Vacate will be sent to the resident.
 - a. The notice will specify that if the resident fails to vacate the premises within the applicable statutory period or on the termination date stated in the notice, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

C. APPEALS AND GRIEVANCE PROCEDURE

All residents and applicants have the right to appeal decisions or actions of the Housing Commission of Anne Arundel County through application of the Grievance Procedure.

SECTION IX - PETS

Residents living in public housing ~~housing which has been designated for occupancy by elderly, handicapped, or disabled families~~ may keep a pet on the premises if they have executed a special Addendum to the Lease for pets- and adhere to the provisions of the adopted pet addendum (see Appendix VI).

REVISED GLOSSARY

ACC - Annual contributions contract.

ADJUSTED INCOME - Annual Income less the following allowances, determined in accordance with HUD instructions:

- (a) \$480 for each Dependent;
- (b) \$400 for any Elderly Family;
- (c) For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person;
- (d) For any Elderly Family
 - (1) That has no Handicapped Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
 - (2) That has Handicapped Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with paragraph (c) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;
 - (3) That has Handicapped Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
- (e) (1) Child care expenses; or (2) in the case of families assisted by Indian housing authorities, the greater of (i) child care expenses, or (ii) excessive travel expenses, not to exceed \$25 per family per week, for employment or education related travel.

ADULT - A person who is at least 18 years old.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME:

- (a) Annual Income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided in paragraph (c) of this section.

- (b) **Annual Income includes, but is not limited to:**
- (1) **The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.**
 - (2) **The net income from 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;**
 - (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 a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of 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 all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;**
 - (4) **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, including a lump sum payment for the delayed start of a periodic payment (but see paragraph (c)(13) of this section);**
 - (5) **Payments in lieu of earnings, such as unemployment and disability compensation, workers compensation and severance pay (but see paragraph (c)(3) of this section);**
 - (6) **Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:**
 - (i) **The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus**
 - (ii) **The maximum amount that the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (b)(6)(ii) shall be the amount resulting from one application of the percentage;**
 - (7) **Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;**

- (8) All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph (c)(7) of this section); and
- (C) Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
 - (3) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b)(5) of this section);
 - (4) Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - (5) Income of a live-in Aide. A person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who--
 - (a) Is determined to be essential to the care and well being of the Person(s);
 - (b) Is not obligated for the support of the Person(s); and
 - (c) Would not be living in the unit except to provide the necessary supportive services.
 - (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
 - (7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
 - (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a disabled person 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, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend using the same period of time; or
 - (v) Compensation from State or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment

training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;

- (9) Temporary, nonrecurring or sporadic income (including gifts);
 - (10) For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
 - (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a State agency to a family with a 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; or
 - (16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published in the FEDERAL REGISTER and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (d) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.
- (e) Any family receiving the reparation payments referred to in paragraph (c)(10) of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT (Applicant Family) - A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS - The value in equity in real property, savings, stocks, bonds, checking and other forms of capital investments (the value of necessary minimal items of personal property such as furniture and automobile is not to be considered as assets).

BUDGET AUTHORITY - An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CHILD CARE EXPENSES - Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education. The amount deducted shall

reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

CO-HABITANTS - Two (2) or more persons of the opposite sex who, at the time of application, have been living together as a family in a stable relationship.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (Consolidated ACC)

(a) NATURE OF ACC

- (1) An annual contributions contract (ACC) is a written contract between HUD and an HA. Under the ACC, HUD agrees to make payments to the HA, over a specified term, for housing assistance payments to owners and for the HA administrative fee. The ACC specifies the maximum annual payment by HUD, and the maximum payment over the ACC term. The HA agrees to administer the program in accordance with HUD regulations and requirements.
- (2) HUD's commitment to make payments for each funding increment in the HA program constitutes a separate ACC. However, commitments for all the funding increments in an HA program are listed in one consolidated contractual document called the consolidated annual contributions contract (consolidated ACC). A single consolidated ACC covers funding for the HA certificate program and voucher program.

(b) BUDGET AUTHORITY AND CONTRACT AUTHORITY

- (1) Budget authority is the maximum amount that may be paid by HUD to an HA over the ACC term of a funding increment. Contract authority is the maximum annual payment for the funding increment. Budget authority for a funding increment is equal to contract authority times the number of years in the increment term. Before adding a funding increment to the consolidated ACC for an HA program, HUD reserves budget authority from amounts authorized and appropriated by the Congress for the program.
- (2) For each funding increment, the ACC specifies the initial term over which HUD will make payments for the HA program, and the contract authority and budget authority for the funding increment. For a given HA fiscal year, the amount of HUD's maximum annual payment for the HA program equals the sum of the contract authority for all of the funding increments under the consolidated ACC. However, this maximum amount does not include contract authority for an expired funding increment. If the term of a funding increment expires during the HA fiscal year, this maximum amount only includes the pro-rata portion of contract authority for the portion of the HA fiscal year prior to expiration. (Additional payments may be made from the ACC reserve account described in 24 CFR 982.154.) However, the amount to be paid must be approved by HUD, and may be less than the maximum payment.

CONTIGUOUS MSA - In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial

CONTINUOUSLY ASSISTED – An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the certificate or voucher program.

DEPENDENT - A member of the Tenant Household (excluding foster children) other than the Head of Household or Spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full-time Student.

DISABLED PERSON - A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISPLACED PERSON - A person or family displaced by government action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws, defined as follows:

- (a) A definite and final order requiring demolition, closing or improvement and allowing no alternative must have been issued by the appropriate authority.
- (b) The person or family must live in the dwelling at the time of the order is entered or at the time of damage or disaster. In the event a unit becomes occupied subsequent to its having been vacated by a person or by a family entitled to preference, such new occupant shall not also be entitled to preference, even though it may become necessary to serve him with an official notice to vacate.

DOMICILE - The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY - Term means:

- (1) Drug-trafficking; or
- (2) Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG-TRAFFICKING - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY FAMILY - A Family whose Head of Household or Spouse or whose sole member is:

- (1) At least 62 years old,
- (2) A Disabled Person, or
- (3) A Handicapped Person as defined in this section.

and may include two or more elderly (at least 62 years old), Disabled or Handicapped Person living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

ELDERLY PERSON - A person who is at least 62 years of age.

ELIGIBILITY

- (a) **WHEN APPLICANT IS ELIGIBLE: GENERAL** - The HA may only admit an eligible family to a program. To be eligible, the applicant must be a family, must be income-eligible, and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR part 5.
- (b) **INCOME**
 - (1) To be income eligible, the family must be either:
 - (i) A very low-income family; or
 - (ii) A low-income family in any of the following categories:
 - (A) A low-income family that is continuously assisted under the 1937 Housing Act.
 - (B) A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
 - (C) A low-income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Home ownership) or HOPE 2 (HOPE for Home ownership of Multifamily Units) project.
 - (D) A low-income non-purchasing family residing in a project subject to a Home ownership program under 24 CFR 248.173.
 - (E) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
 - (F) For the certificate program only, a low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.
 - (2) The HA determines whether the family is income-eligible by comparing the family's annual income (gross income) with the HUD-established very low-income limit or low-income limit for the area. The applicable income limit for issuance of a certificate or voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the HA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the certificate or voucher to rent a unit in an area where the family is income eligible at admission to the program.
- (c) **FAMILY COMPOSITION**
 - (1) A family may be a single person or a group of persons.
 - (2) A family includes a family with a child or children.
 - (iv) Any other single person.
 - (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HA determines if any other group of persons qualifies as a family .
 - (4) A single person family may be:

- (i) An elderly person.
 - (ii) A displaced person.
 - (iii) A disabled person.
- (5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
- (d) CONTINUOUSLY ASSISTED
- (1) An applicant is continuously assisted under the 1937 Housing Act if this family is already receiving assistance under any 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.
 - (2) The HA must establish policies concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the certificate or voucher program will be considered to break continuity of assistance under the 1937 Housing Act.

EXCESS UTILITIES - The amount of Utilities consumption in excess of a reasonable allowance based on the history of Utility use by families in Units of similar size and construction.

FAMILY -

- (1) A family may be a single person or a group of persons.
- (2) A family includes a family with a child or children.
- (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The HA determines if any other group of persons qualifies as a family.
- (4) A single person family may be:
 - (a) An elderly person.
 - (b) A displaced person.
 - (c) A disabled person.
 - (d) Any other single person.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM) - The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U.S.C. 1437u).

FAMILY UNIT SIZE - The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

FOSTER CHILDREN - Minors who have been placed in a household by a Court of public or private nonprofit child-placing agency for their care and maintenance.

FSS PROGRAM - Family self-sufficiency program.

FULL-TIME STUDENT - A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended and who is making satisfactory progress toward a terminal degree at such institution. An Educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HA – Housing Agency.

HANDICAPPED ASSISTANCE EXPENSES - Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

HANDICAPPED PERSON - A person having a physical or mental impairment that:

- (a) Is expected to be of a long-continued and indefinite duration,
- (b) Substantially impedes his or her ability to live independently, and
- (c) Is of such a nature that such ability could be improved by more suitable housing conditions.

HOUSING AGENCY (HA) - A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian Housing Commission (IHA). (PHA and HA mean the same thing.)

HOUSING QUALITY STANDARDS (HQS) - The HUD minimum quality standards for housing assisted under the tenant-based programs. See 24 CFR 982.401 for specifics.

HQS - Housing Quality Standards.

JURISDICTION - The area in which the HA has authority under State and local law to administer the program.

LESSEE - Member(s) of the Resident's family who must sign the lease in order for it to be legal and binding. The lessee must be at least 18 years of age.

LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped Person or Persons and who:

- (a) Is determined to be essential to the care and well-being of the Person(s);
- (b) Is not obligated for the support of the Person(s); and
- (c) Would not be living in the unit except to provide the necessary supportive services.

LOW-INCOME FAMILY - 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 families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes. Section 24 CFR 982.201(b) described when a low-income family is income-eligible for admission to the certificate or voucher program).

MANAGEMENT - Agents, employees, or contractors of the Anne Arundel County Housing Commission.

MAXIMUM ASSET LIMIT - The maximum dollar amount of assets above which the Family would not qualify for government assisted housing. The dollar amount which is:

- (1) for an Elderly Family, four times the applicable annual Maximum Income Limit for the Family, and
- (2) for any other Family, three times the applicable annual Maximum Income Limit for the Family.

MAXIMUM INCOME LIMITS - The dollar amounts established by HUD for families of various sizes as the maximum allowable Net Family Income for eligibility according to the criteria for Low Income Families and Very Low Income Families, as set forth in Appendix D.

MEDICAL EXPENSES - Those Medical Expenses, including medical insurance and premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance.

MINOR - A person who is less than 18 years old.

MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Income.

MONTHLY INCOME - One-twelfth of Annual Income.

MSA - Metropolitan statistical area.

NOFA – Notice of funding availability.

NET FAMILY ASSETS - The value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD ownership programs and necessary items of personal property (such as household furniture and automobiles). Assets include:

- (1) Checking and savings accounts;
- (2) Land and buildings;
- (3) Stock and bonds;
- (4) The value of any assets disposed of by an Applicant or Tenant Family during the two (2) years preceding the date of Application (or Re-examination).

1937 HOUSING ACT - The United States Housing Act of 1937 (42 U.S.C. 1437 and following sections). The HUD tenant-based program is authorized by Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).

1937 HOUSING ACT PROGRAM - Any of the following programs:

- (1) The public housing program or Indian housing program.
- (2) Any program assisted under Section 8 of the 1937 Act (42 U.S.C. 1437f) (including assistance under a Section 8 tenant-based or project-based program).
- (3) The Section 23 leased housing program.
- (4) The Section 23 housing assistance payments program. ("Section 23" means Section 23 of the United States Housing Act of 1937 before enactment of the Housing and Community Development Act of 1974.)

NOTICE OF FUNDING AVAILABILITY (NOFA) - For funding (contract or budget authority) that HUD distributes by competitive process, HUD headquarters invites HA applications by publishing a NOFA in the FEDERAL REGISTER. The NOFA explains how to apply for assistance, and the criteria for awarding the funding.

PARTICIPANT (Participant Family) - A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).

PERSON WITH DISABILITIES (Disabled Person) - A person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

PHA - Public housing agency. (Public housing agency and housing agency mean the same thing.) A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian housing authority (IHA). (PHA and HA mean the same thing.)

PREMISES - The building or complex in which the dwelling unit is located, including common areas and grounds.

PUBLIC HOUSING AGENCY (PHA) - A Housing Agency (HA).

RE-EXAMINATION DATE - The anniversary date from which the Tenant Family leased the Unit from the Commission.

REMAINING MEMBER OF A TENANT FAMILY - A member of a Tenant Family who was listed on the lease and occupying the Unit at the time of the involuntary absence of the Head of Household and who is capable of living independently. The status of Remaining Member of a Tenant Family does not include persons granted conditional or temporary residency for the care and well-being of one or more members of an Elderly Family nor does it include foster children or other persons granted temporary residence for their care and maintenance.

RESIDENT/TENANT - Any member of a Tenant Family who is listed on Tenant's lease and has been approved to occupy the leased Unit by the Commission.

SECONDARY WAGE EARNER - The Spouse, where both the Head of Household and the Spouse are gainfully employed.

SINGLE PERSON - A person living alone or intending to live alone and who does not qualify as elderly, disabled, or handicapped, family, displaced person or the remaining member of a Resident family. A single person shall not be admitted to any assisted housing without an authorization by HUD as provided in 24 CFR Section 812.3.

SPECIAL ADMISSION - Admission of an applicant that is not on the HA waiting list, or without considering the applicants waiting list position.

SPOUSE - The husband or wife of the Head of Household.

TENANT - The person or persons (other than a live-in aide) who executes the lease as leases of the dwelling unit.

TENANT FAMILY - The Head of Household and all members of that Family who are listed on the Dwelling lease at the time of admission or who have been added to the lease and approved by the Commission subsequent to occupancy of the Unit.

TENANT RENT - The amount payable monthly by the Family as rent to the Commission for use of the dwelling accommodation and equipment (such as ranges and refrigerators, but not including furniture), services, and reasonable quantities of utilities determined in accord with the Commission's schedule of allowances for utilities supplied by the development. Where all utilities (except telephone) and other essential housing services are supplied, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT - The portion of the Gross Rent payable by an eligible Family participating in a program covered by this part, determined in accordance with the following:

Total tenant payment for families whose initial lease is effective on or after August 1, 1982. Total Tenant payment shall be the highest of the following, rounded to the nearest dollar:

- (1) 30 percent of Monthly Adjusted Income;
- (2) 10 percent of Monthly Income; or
- (3) If the Family receives Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is specifically designed by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (a)(3) shall be the amount resulting from one application of the percentage.

UNIT - Dwelling unit.

UNITED STATE HOUSING ACT OF 1937 (1937 Housing Act) - The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 .S.C. 1437 and following sections.)

VERY LOW-INCOME FAMILY - A Low-Income Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VIOLENT CRIMINAL ACTIVITY - Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST ADMISSION - An admission from the HA waiting list.

WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly by Federal, State or Local governments.

APPENDIX I

APPENDIX II

APPENDIX III

APPENDIX IV

APPENDIX V

APPENDIX VI

APPENDIX VII

ELIGIBILITY AND ADMISSIONS

CONTINUED OCCUPANCY

APPENDIX

- I. DEFINITIONS**
- II. INCOME GUIDELINES**
- III. GRIEVANCE PROCEDURES**
- IV. DWELLING LEASE**
- V. TENANT TRANSFER POLICY**
- VI. PET RULES & ADDENDUM TO LEASE**