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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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# **Chapter 1 Overview and Purpose of the Policy**

## **1.1 Introduction**

The Public Housing program provides rental assistance to qualified low-income families and is a federally funded program overseen by the U.S. Department of Housing and Urban Development (HUD). The St. Louis Housing Authority (SLHA) is a municipal corporation organized and existing under state law to develop and operate housing and housing programs for low-income families. To administer the program SLHA enters into an Annual Contributions Contract (ACC) with HUD. SLHA must operate the program in compliance with federal laws and regulations that govern the program. The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to provide guidance, clarify federal requirements and ensure consistency in program operation. The terms “SLHA,” “SLHA staff” and “Housing Authority” are used interchangeably in this Policy to refer to both SLHA and/or its management agents.

## **1.2 Mission Statement**

The St. Louis Housing Authority commits to provide diverse housing opportunities and to enhance the quality of life of the families we serve.

## **1.3 Program Objectives**

SLHA will operate the Public Housing program using the following objectives as guidance:

- Provide decent, safe, and sanitary housing in compliance with program Uniform Physical Condition Standards for low-income families
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational and other human service needs
- Achieve a healthy mix of incomes in public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals
- Promote fair housing and the opportunity for low-income families of all ethnic backgrounds
- Promote a housing program that maintains quality service and integrity. Create positive public awareness and expand the level of family and community support in accomplishing SLHA’s mission
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components
- Administer an efficient, high-performing agency through continuous improvement of SLHA’s support systems

## **1.4 Roles and Responsibilities of Key Public Housing Program Players**

The key players in the Public Housing program are HUD, SLHA, Management Agents and the family. Contractual agreements (Management Agreement, Lease and Annual Consolidated Contract) between the key players and federal regulations define the roles and responsibilities of HUD, SLHA, Management Agents and residents.

### **1.4.1 Role of HUD**

HUD has four major responsibilities:

- Developing policy, regulations, notices, and guidance to implement housing legislation
- Allocating operating subsidy and capital funds
- Providing technical assistance and training

- Monitoring SLHA's compliance with program and performance requirements.

#### **1.4.2 Role of SLHA and Management Agents**

SLHA owns public housing developments and manages them through management agreements with private management agents. SLHA also provides public housing in partnership with developers that are located in mixed-financed developments. SLHA under contract with HUD and through its management agreements with private management agents and through its Regulatory and Operating Agreements has the following major responsibilities:

- Establish local policies
- Review applications from interested applicant families to determine whether applicants are eligible for the program
- Maintain waiting list and select families for admission
- Maintain housing units by making any necessary repairs in a timely manner
- Screen families who apply for tenancy, to determine if they will be good renters
- Offer units to families (minimize vacancies without overcrowding)
- Maintain properties to the standard of decent, safe, sanitary, and in good repair including assuring compliance with Uniform Physical Conditions Standards (UPCS)
- Ensure that families continue to qualify under the program
- Collect rent due from the assisted family, comply with and enforce provisions of the lease
- Ensure that families comply with program rules
- Provide families with prompt and professional service
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, SLHA's ACOP and other applicable federal, state and local laws

#### **1.4.3 Role of the Resident**

The resident's responsibilities are set forth in the public housing lease. The resident has the following broad responsibilities:

- Comply with the terms of the lease
- Provide SLHA with complete and accurate information determined by SLHA or its management agent to be necessary for administration of the program
- Cooperate in attending all appointments scheduled by SLHA or its management agent
- Allow SLHA or its management agent to inspect the unit at reasonable times and after reasonable notice
- Take responsibility for care of the housing unit, including any violations of UPCS caused by the family
- Not engage in drug-related or violent criminal activity
- Notify the management agent before moving or termination of the lease
- Use the assisted unit as the sole residence of the resident and not to sublet the unit or assign the lease
- Promptly notify the management agent of any changes in family composition
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs

## **1.5 Purpose of the Policy**

The ACOP is SLHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and is available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in SLHA's Agency Plan. All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP are designed to ensure compliance with the ACC. SLHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this policy, HUD regulations will have precedence.

## **1.6 Contents of the Policy**

HUD regulations require SLHA to incorporate certain items into a written policy. Those policies are as follows:

- Selection and admission of applicants from the waiting list, including any admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the waiting list (Chapters 5 and 6)
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 8, 9 and 15)
- Procedures for verifying the information the family has provided (Chapters 7, 9, 12 and 14)
- Policies for rent determination including annual and interim redeterminations of family income and composition (Chapter 8, 11, 18 and 20)
- Guidelines for conducting inspections (Chapter 17)
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 21)
- Grievance procedures (Chapter 23)
- Policies concerning payment by a family to SLHA of amounts the family owes SLHA (Chapter 4)
- Policies on assisting families claiming illegal discrimination (Chapter 2)
- Policies regarding the Violence Against Women Act (Chapter 4)
- Policies regarding community service requirements; (Chapter 24)
- Policies and rules about safety and ownership of pets in public housing (Chapter 25).

## **1.7 Organization of the Policy**

This Policy is in topic specific chapters so that the users, SLHA staff and public housing participants can find the information they need quickly. The body of the Policy contains two types of lists. Some lists are formatted with indentions or various types of bullets. Lists designated with indentation or bullet formats are for information purposes and are arranged in no particular order. Other lists are formatted using the numbering system used throughout the Policy. The actions in lists that are numbered shall be performed in the order presented in the list. Where the Policy uses the words "shall," "must" or "will," the action is mandatory. Where the Policy uses the words "may" or "should," the action is discretionary.



## **Chapter 2 Fair Housing and Equal Opportunity**

### **2.1 Nondiscrimination**

#### **2.1.1 Overview**

The St. Louis Housing Authority shall not discriminate because of race, color, sex, religion, familial status, age, sexual orientation, disability or national origin. SLHA shall comply fully with all federal, state and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Act (VAWA)
- St. Louis City Ordinance 67119

#### **2.1.2 Providing Information to Public Housing Residents**

SLHA will take steps to inform public housing residents of all applicable civil rights laws. As part of the public housing orientation process, SLHA will provide information to public housing applicants about civil rights requirements.

#### **2.1.3 Discrimination Complaints**

If an applicant or resident advises SLHA that they believe that any family member has been discriminated against, SLHA will provide a copy of a discrimination complaint form to the complainant and provide the family with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

### **2.2 Reasonable Accommodations**

#### **2.2.1 Overview**

SLHA shall ensure that persons with disabilities have full access to programs and services by making reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program. Such accommodations will begin with the first inquiry of an interested family and continues through every programmatic area of the public housing program.

#### **2.2.2 Definition of Reasonable Accommodation**

Reasonable accommodations mean changes, exceptions or adjustments to a rule, policy, practice or service to ensure access to services and programs. Accommodations are reasonable if they do not create an undue financial and administrative burden for, or result in a fundamental alteration in the nature, of the program or service offered. A fundamental alteration is a modification that alters the essential nature of the operation.

### **2.2.3 Types of Reasonable Accommodations**

When it is reasonable (see definition above and Section 2.2.6), SLHA shall accommodate the needs of a person with disabilities. Examples include, but are not limited to:

- Conducting home visits
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing visual fire alarms for hearing impaired persons
- Allowing an SLHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities and would not be otherwise living in the unit
- Permitting an authorized designee or advocate to participate in the application or recertification process and any other meetings with SLHA staff

### **2.2.4 Request for an Accommodation**

If an applicant or resident indicates that they need an exception, change or adjustment to a rule, policy, practice, or service because of a disability, SLHA shall treat the information as a request for a reasonable accommodation. SLHA will encourage the family to make its request in writing. However, SLHA will consider the accommodation anytime the family indicates that it needs an accommodation, whether or not the family submits a formal written request.

The family must explain the type of accommodation it needs to provide the person with the disability full access to SLHA programs and services. If the need for the accommodation is not readily apparent or known to SLHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

### **2.2.5 Verification of Disability**

The definition of a person with a disability for obtaining a reasonable accommodation is much broader than the definition of disability for waiting list preferences and income allowances. Before providing an accommodation, SLHA must determine that the person meets the definition of a person with a disability for reasonable accommodation, and that the accommodation will enhance the family's access to SLHA programs and services.

If a person's disability is obvious, or otherwise known to SLHA, and if the need for the requested accommodation is readily apparent or known, no further verification is required. If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to SLHA, SLHA must verify that the person meets the definition of a person with a disability for reasonable accommodations, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, SLHA shall follow the general verification requirements in Chapter 7. All information related to a person's disability is confidential and shall comply with confidentiality requirements outlined in Chapter 4. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability for reasonable accommodations:

- To verify that an applicant or participant is a person with a disability, SLHA will first check to see whether the applicant or participant is under age 62 and receives either

Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. Receipt of such disability income is sufficient verification that an individual qualifies as a person with a disability for reasonable accommodations

- However, individuals with disabilities who do not receive SSI or SSDI may still qualify as a person with a disability
- In these cases, the individual with a disability may need to provide supporting documentation
- SLHA must obtain third party verification from an individual identified by the family who is competent to make the determination
  - A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability
- SLHA must request only information that is necessary to evaluate the disability related need for the accommodation
  - SLHA will not inquire about the nature or extent of any disability
- Medical records will not be accepted or retained in the applicant's or participant's file
- In the event that SLHA does receive confidential information about a person's specific diagnosis, treatment or the nature or severity of the disability, SLHA will dispose of it
  - In place of the information, SLHA will note in the file the verification of the disability and other requested information, the date the verification was received, and the name and address of the knowledgeable professional who sent the information

#### **2.2.6 Approval/Denial of a Request for Reasonable Accommodations [Notice PIH 2010-26]**

SLHA shall approve a request for a reasonable accommodation if the following three conditions are met:

- The request is made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on SLHA, or fundamentally alter the nature of SLHA's public housing operations (including the obligation to comply with HUD requirements and regulations).

Before making a determination whether to approve the request, SLHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that SLHA may verify the need for the requested accommodation. SLHA will respond in writing to a request for an accommodation within 10 business days.

If SLHA denies a request for an accommodation because it is not reasonable, SLHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the family is unable to identify a reasonable alternative accommodation after interactive discussion and negotiation, SLHA will notify the family of its determination within 10 business days from the date of the most recent discussion or communication with the family.

## **2.3 Accessibility for Persons with Hearing or Vision Impairments [24 CFR 8.6]**

SLHA will ensure that persons with disabilities related to hearing and vision have reasonable access to SLHA programs and services. At the initial point of contact with each applicant, SLHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication are available. To meet the needs of persons with vision impairments, SLHA will orally explain the materials and will provide one-on-one assistance in meetings upon request.

In addition, SLHA will use the interpretative services of local agencies upon request and will encourage the use of a third party representative (a friend, relative or advocate, named by the family) to receive, interpret and explain housing materials and be present at all meetings.

## **2.4 Access to Services for Persons with Limited English Proficiency (LEP)**

### **2.4.1 Overview**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. SLHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons are referred to as Persons with Limited English Proficiency (LEP). The definition of LEP is persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, LEP persons are public housing applicants, residents, and parents and family members of applicants and residents.

### **2.4.2 Oral Interpretation**

SLHA offers the family competent interpretation services, free of charge, to the LEP person upon request. If the LEP person desires, they may use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by SLHA. The interpreter may be a family member or friend.

### **2.4.3 Written Translation**

SLHA will provide written translations in the following circumstances:

- Written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or
- If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, SLHA will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

## **2.5 Outreach Efforts for Families**

### **2.5.1 Family Outreach**

To ensure eligible families have equal access to SLHA programs and services, SLHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. SLHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

## **Chapter 3 Program Integrity**

### **3.1 Preventing Errors and Program Abuse**

SLHA commits to maintaining integrity in its Public Housing program. To ensure that SLHA's Public Housing program is administered effectively and according to the highest ethical and legal standards, SLHA will use the Enterprise Income Verification (EIV) system. SLHA anticipates that the vast majority of families and SLHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. SLHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

- Provide applicants and residents with form HUD-52675, "Debts Owed to PHAs and Terminations"
- Require all adult members of an applicant or resident family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file
- Discuss program compliance and integrity issues during the interview sessions described in Chapter 6
- Provide each applicant and resident with a copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- Provide each applicant and resident with a copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification system published by HUD. In addition, SLHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file
- Place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key SLHA forms and form letters that request information from a family.
- SLHA or management agent's staff will review and explain the contents of all HUD and SLHA required forms prior to requesting family member signatures
- Provide necessary training on program rules and the organization's standards of conduct and ethics
- EIV Income Validation Tool (IVT)- HUD The EIV Income Validation Tool provides a validation of tenant reported wages, unemployment compensation and social security benefits reported in IMS-PIC via form HUD-50058

### **3.2 Detecting Errors and Program Abuse**

In addition to taking steps to prevent errors and program abuse, SLHA will use a variety of activities to detect errors and program abuse.

#### **3.2.1 Quality Control Reviews**

SLHA will review a random sample of resident records at least annually to determine if the records conform to program requirements. SLHA may also conduct periodic quality control reviews to ensure program compliance and conduct quality control inspections of a sample of units to ensure UPCS compliance.

#### **3.2.2 Analysis of Data**

SLHA will use data gathered in administration of the program to assist in the detection of errors and program abuse. Data analysis will include the following:

- Use of available sources of up-front income verification, including HUD's EIV system, to compare with family-provided information

- Comparison of current information provided by the family to information provided at the last annual reexamination to identify inconsistencies and incomplete information
- Comparison of family-reported income and expenditures to detect possible unreported income

### **3.2.3 Individual Reporting of Possible Errors and Program Abuse**

SLHA will encourage residents, and the public to report possible program abuse. In addition, SLHA will require staff to report fraud and abuse.

## **3.3 Investigating Errors and Program Abuse**

### **3.3.1 Conducting Investigations**

SLHA will review all referrals, specific allegations, complaints and tips from any source including other agencies, companies and individuals to determine if they warrant investigation. In order for SLHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member. SLHA may investigate possible instances of error or abuse using all available SLHA and public records. If necessary, SLHA will require residents to give consent to the release of additional information.

### **3.3.2 Analysis and Findings**

For each investigation, a determination will be made whether an error or program abuse has occurred, whether any amount of money is owed, and what corrective measures or penalties will be assessed. A determination of outcome will be made based on each investigation and the preponderance of the evidence collected during the investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

## **3.4 Corrective Actions for Program Error and Abuse**

### **3.4.1 General Considerations**

SLHA shall correct all errors and instances of program abuse once the determination of the error or abuse is complete. Whether SLHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of resident-caused errors or program abuse, SLHA will take into consideration the seriousness of the offense and the extent of participation or culpability of individual family members, any special circumstances surrounding the case, any mitigating circumstances related to the disability of a family member, and the effects of a particular remedy on family members who were not involved in the offense, when determining additional corrective action.

### **3.4.2 Resident Caused Errors and Program Abuse**

An incorrect rent determination caused by a resident generally is the result of incorrect reporting of family composition, income, assets, or expenses, but also includes instances in

which the resident knowingly allows SLHA to use incorrect information provided by a third party.

#### **3.4.2.1 Prohibited Actions**

An applicant or resident in the Public Housing program must not knowingly:

- Make a false statement to SLHA [Title 18 U.S.C. Section 1001]
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)]
- Offer bribes or illegal gratuities to SLHA Board of Commissioners, employees, contractors or other SLHA representatives
- Offer payments or other incentives to the staff or a third party as an inducement for the third party to make false or misleading statements to SLHA on the resident's behalf
- Use a false name or the use of falsified, forged or altered documents
- Misreport family information or circumstances (e.g. income, family composition)

#### **3.4.2.2 Program Abuse**

In the case of program abuse, caused by a resident, SLHA may impose any of the following remedies:

- Require the resident to pay any amounts owed to the program
- Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit
- Deny admission or terminate the resident's lease
- Refer the resident for state or federal criminal prosecution

#### **3.4.2.3 Resident Reimbursement to SLHA**

In the case of resident-caused errors or program abuse, SLHA shall require the resident to repay any excess subsidy received. SLHA may, offer the resident a repayment agreement in accordance with Chapter 4. If the resident fails to repay the excess subsidy, SLHA will terminate the resident's lease in accordance with the policies in Chapter 22.

#### **3.4.2.4 SLHA Reimbursement to Resident**

SLHA will not reimburse the resident for any underpayment of assistance when the resident causes the underpayment.

### **3.4.3 SLHA Caused Errors or Program Abuse**

An incorrect rent determination caused by SLHA generally is the result of an error in correctly recording or processing information from the resident or an omission in acquiring all the necessary information from the resident. Program abuse occurs when a staff member willfully intends to deceive or mislead.

#### **3.4.3.1 Prohibited Activities**

The following activities constitute program abuse by SLHA or management agent staff:

- Fail to comply with any public housing program requirements for personal gain
- Fail to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant, or resident



- Seek or accept anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to SLHA
- Improperly disclose confidential or proprietary information to outside parties
- Gain profit as a result of insider knowledge of SLHA activities, policies or practices
- Misappropriate or misuse public housing funds
- Destroy, conceal, remove or inappropriately use any records related to the public housing program
- Commit any other corrupt or criminal act in connection with any federal housing program

#### **3.4.3.2 SLHA Penalties**

When SLHA or its agent determine that a staff member has committed program abuse, SLHA or its agent will take all appropriate disciplinary actions, including termination, outlined in the agent's Personnel Policy or the agent's Management Agreement.

#### **3.4.3.3 SLHA Reimbursement to Resident**

SLHA shall credit the residents account for any overpayment of rent that is the result of staff error or staff program abuse.

### **3.4.4 Timing of Subsidy Under- or Overpayments**

Whether the incorrect rent determination is an overpayment or underpayment of subsidy, SLHA must promptly correct the rent and any utility reimbursement. Increases in the rent will be implemented only after the resident has received 30 days' notice. Any decreases in rent will become effective the first of the month following the discovery of the error.

### **3.4.5 Criminal Prosecution**

When SLHA determines that program abuse or other serious criminal activity by a resident or management agent's staff member has occurred, SLHA may refer the matter to the appropriate law enforcement authority for prosecution. When the amount of underpaid rent meets or exceeds \$10,000, the case will also be referred to the HUD Office of Inspector General (OIG).

## **Chapter 4 Program Administration**

### **4.1 Utility Allowances [24 CFR 982.517]**

#### **4.1.1 Overview**

SLHA will maintain utility allowance schedules for all tenant-paid utilities by development. SLHA shall base the utility allowance schedules on the typical cost of utilities and services paid by energy conservative households that occupy housing of similar size and type. In developing the schedules, SLHA determines the average usage for electric and gas service based on structure type and bedroom size. The most current utility rate is applied to determine the monthly cost of the utility service. Costs for telephone, cable/satellite television, air conditioning and internet services are not included in the utility allowance schedule.

#### **4.1.2 Utility Allowance Revisions**

SLHA will review its schedule of utility allowances each year, and will revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised. SLHA will maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

### **4.2 Flat Rents**

#### **4.2.1 Establishing Flat Rents [24 CFR 960.253(b)]**

Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which SLHA could promptly lease the public housing unit after preparation for occupancy, but the flat rent must be set at no less than 80 percent of the applicable Fair Market Rent (FMR) established by HUD. In cases where the public housing units receive assistance from Low-Income Housing Tax Credits, the flat rent is equal to the approved tax credit rent.

##### ***4.2.1.1 Utility Payments Adjusted***

In developments in which families are responsible for making direct payments to the utility company, SLHA will first determine 80 percent of FMR for each bedroom-size, and then reduce the amount by the utility allowance.

#### **4.2.2 Review of Flat Rents**

SLHA will, on an annual basis, conduct a survey of market rate rents of comparable unit type using a web-based service to determine the flat rent for public housing units. The data is maintained by bedroom size and market areas. The rent comparison will be conducted by identifying three comparable structure and unit types within and adjacent to the public housing development by zip code. The average rent for the comparable market-rate units will be used to determine the flat rent. If the flat rent, as determined by the market rate survey, is at least 80 percent of the FMR, SLHA will set flat rents at no less than 80 percent of the FMR, subject to the utilities adjustment described herein. If the FMR has decreased during the preceding year, flat rents will be reduced to an amount equal to 80 percent of the FMR.

For units that also receive Low-Income Housing Tax Credit assistance, the current approved tax credit rents will be obtained from the ownership entity. If the comparable rent is lower

than the tax credit rent, the maximum flat rent will be the comparable rent. If the comparable rent is higher than the tax credit rent, the maximum flat rent will be the tax credit rent.

#### **4.2.3 Documentation of Flat Rents [24 CFR 960.253(b)(5)]**

SLHA will maintain records that document the method used to determine flat rents and that show how flat rents were determined by SLHA in accordance with this method.

### **4.3 Repayment of Family Debts**

#### **4.3.1 Overview**

When an action or inaction of a family results in the overpayment of housing assistance, SLHA will hold the family liable to return any overpayments to SLHA. SLHA may enter into repayment agreements. When the family refuses to repay monies owed to SLHA, SLHA may utilize other available collection alternatives.

#### **4.3.2 Methods of Collection**

When families owe money to SLHA, SLHA will make every effort to collect it. SLHA will use a variety of collection tools to recover debts including, but not limited to:

- Demands for lump sum payments
- Civil suits
- Repayment agreements
- Collection agencies
- Report of debt to credit bureaus

#### **4.3.3 Family Debts to SLHA**

Any amount owed to SLHA by a public housing family must be repaid by the family. If an applicant owes a debt to SLHA, it must be paid within 10 days of the date of notice. The applicant is not entitled to a repayment agreement. If the family is unable to repay the debt within 30 days, SLHA may offer to enter into a repayment agreement in accordance with the policies below. If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, SLHA will terminate the tenancy in accordance with the policies in Chapter 22 and may pursue other modes of collection.

#### **4.3.4 Repayment Agreement**

The term repayment agreement refers to a formal written document signed by the family and provided to SLHA in which the family acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods. There are some circumstances in which SLHA may not enter into a repayment agreement. They are:

- If the family already has a repayment agreement in place.
- If SLHA determines that the family committed program fraud.
- If SLHA determines that the debt amount is larger than can be paid back by the family within 12 months.

#### **4.3.5 General Repayment Agreement Terms and Guidelines for Families**

##### ***4.3.5.1 Down Payment Requirement***

Before executing a repayment agreement with a family, SLHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide

evidence satisfactory to SLHA that a down payment of 10 percent would impose an undue hardship, SLHA may, at its sole discretion, require a lesser percentage or waive the requirement.

#### ***4.3.5.2 Term of the Agreement***

The terms of the agreement shall not exceed 12 months. In cases of extreme hardship the Executive Director or his/her designee may extend the duration of the repayment agreement.

#### ***4.3.5.3 Due Dates***

All payments are due by the close of business on the first business day of the month.

#### ***4.3.5.4 Late or Missed Payments***

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by SLHA, SLHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and SLHA will terminate the tenancy in accordance with the policies in Chapter 22. If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and SLHA will terminate the tenancy in accordance with the policies in Chapter 22.

#### ***4.3.5.5 No Offer of Repayment Agreement***

SLHA will not enter into more than one repayment agreement with the family. If a family already has a repayment agreement in place, any new debts must be paid in full or else SLHA will terminate the tenancy.

#### ***4.3.5.6 Repayment Agreements Involving Improper Payments***

SLHA will include the following provisions in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the paragraphs in the Public Housing lease whereby the resident is in non-compliance and may be subject to termination of tenancy
- A statement clarifying that each month the family must not only pay to SLHA the monthly payment amount specified in the agreement, but must also pay the rent each month
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of the tenancy

### **4.3.6 Program Fraud**

Families who owe money to SLHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the repayment agreement. If the family owes an amount, which equals or exceeds \$10,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, SLHA will refer the case for criminal prosecution. SLHA will not enter into any repayment agreement when fraud has been reported to the Inspector General.

## **4.4 Public Housing Assessment System (PHAS)**

### **4.4.1 Overview**

The Public Housing Assessment System (PHAS) is a tool HUD uses to measure a PHA's performance in key areas to ensure program integrity and accountability. PHAS scores translate into a rating of high performer, standard performer or troubled agency.

### **4.4.2 PHAS Indicators [24 CFR 902 Subparts A, B, C, D, and E]**

The PHAS indicators are as follows:

- **Indicator 1: Physical condition**  
The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair. To determine the physical condition of a PHA's projects, inspections are performed of the following five major areas of each public housing project: site, building exterior, building systems, dwelling units and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in each project in the PHA's public housing portfolio.
- **Indicator 2: Financial condition**  
The objective of this indicator is to measure the financial condition of the PHA's public housing projects for the purpose of evaluating whether the PHA has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair. A PHA's financial condition is determined by measuring each public housing project's performance in each of the following sub-indicators: quick ratio, month's expendable net assets ratio, and debt service coverage ratio.
- **Indicator 3: Management operations**  
The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing the PHA's management operations capabilities. Each project's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable, and accounts payable.
- **Indicator 4: Capital Fund**  
The objective of this indicator is to measure how long it takes the PHA to obligate capital funds and to occupy units. The PHA's score for this indicator is measured at the PHA level and is based on the following sub-indicators: timeliness of fund obligation and occupancy rate.

## **4.5 Record Keeping**

### **4.5.1 Overview**

SLHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements. In addition, SLHA will ensure that all applicant and resident files are maintained in a way that protects an individual's privacy rights.

#### **4.5.2 Record Retention**

SLHA will keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the lease termination date.

During the term of each public housing tenancy, and for at least three years thereafter, SLHA will keep all documents related to a family's eligibility, tenancy and termination. In addition, SLHA will keep the following records for at least three years:

- An application from each ineligible family and notice that the applicant is not eligible
- Documentation supporting the establishment of flat rents
- Documentation supporting the establishment of utility allowances
- Documentation related to PHAS
- Accounts and other records supporting SLHA budget and financial statements for the program
- Other records as determined by SLHA or as required by HUD

SLHA will maintain documentation of family debts to SLHA until such time as the debt is paid in full.

#### **4.5.3 Records Management**

All applicant and tenant information will be kept in a secure location and access will be limited to authorized SLHA staff. SLHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

#### **4.5.4 Privacy Act Requirements**

The collection, maintenance, use and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers and income information of applicants and participants will be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law. Applicants and residents, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or SLHA may release the information collected.

#### **4.5.5 Up-Front Income Verification (UIV) Records**

SLHA will maintain EIV security procedures as required by HUD.

#### **4.5.6 Criminal Records**

SLHA may only disclose the criminal conviction records, which SLHA receives from a law enforcement agency to officers or employees of SLHA, or to authorized representatives of SLHA who have a job-related need to have access to the information. SLHA will ensure that any criminal record received by SLHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to SLHA action without institution of a challenge or final disposition of any such litigation.

#### 4.5.7 Medical/Disability Records

SLHA will not inquire about the nature or extent of a person's disability or about a person's diagnosis or details of treatment for a disability or medical condition. If SLHA receives a verification document that provides such information, SLHA will not place this information in the resident file. SLHA will destroy the document.

### 4.6 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality

#### 4.6.1 Overview

The Violence Against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or are the beneficiaries of assistance under a covered HUD program, such as SLHA's public housing program. Notwithstanding, the title of the statute, the protections under the statute cover victims regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements of 24 CFR 5.105(a), victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. SLHA's public housing program operates consistent with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing be made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.

#### 4.6.2 Definitions [24 CFR 5.2003]

As used in VAWA

- **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- **Affiliated individual**, with respect to an individual, means:
  - A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - Any individual, tenant, or lawful occupant living in the household of that individual.
- **Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- **Covered housing provider** refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as

set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.

- **Dating violence** means violence committed by a person:
  - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - Where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship.
- **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- **Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: fear for the person's individual safety or the safety of others; or suffer substantial emotional distress.

#### 4.6.3 Notification [24 CFR 5.2005(a)]

##### 4.6.3.1 Notification to Public

SLHA will post in its offices and on its website a summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault or stalking.

##### 4.6.3.2 Notification to Applicants and Residents

SLHA will provide each of its applicants and tenants the following information regarding VAWA (i) at the time the applicant is denied assistance or admission to SLHA's public housing program; (ii) at the time an individual is admitted to SLHA's public housing program; and (iii) with any notification of termination of lease, tenancy, or assistance:

- (i) Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and
- (ii) Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation, which is the certification form approved by HUD to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking.



#### **4.6.4 Prohibited Basis for Denial or Termination of Assistance or Eviction [24 CFR 5.2005(b)]**

An applicant for assistance or tenant assisted under SLHA's public housing program will not be denied admission to, denied assistance under, terminated from participation in, or evicted from their housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.

A tenant in SLHA public housing will not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
- (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

#### **4.6.5 Request for Documentation**

If an applicant to or tenant in SLHA's public housing program represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request that the applicant or tenant submit the following specified documentation to SLHA. Any request by SLHA for documentation will be in writing, and the individual will be allowed fourteen (14) business days after receipt of the request to submit the documentation.

The individual may satisfy SLHA's request by providing any one of the following permissible forms of documentation. It is at the discretion of the applicant or tenant which one of the forms of documentation to submit:

- 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that:
  - (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking;
  - (ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and
  - (iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking *if* the name is known *and* safe to provide.
- 2) A document:
  - (i) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse;
  - (ii) signed by the applicant or tenant; and
  - (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and

that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA

;or

- 3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.

SLHA will not require third party documentation in addition to certification, except as specified in its Emergency Transfer Plan. All requests for documentation of VAWA issues specify a deadline of fourteen (14) business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.

#### ***4.6.5.1 Conflicting Documentation [24 CFR 5.2007(b)(2)]***

If SLHA receives documentation under the above section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator) SLHA may require an applicant or tenant to submit third-party documentation, as specified in its Emergency Transfer Plan attached to this ACOP at Attachment 5 within thirty (30) calendar days of the date of the request for the third-party documentation.

#### ***4.6.5.2 Discretion to Require No Documentation [24 CFR 5.2007(b)(1)(iv) and (b)(3)]***

SLHA may, at its discretion, require no documentation or may accept an individual's own statement or other corroborating evidence—i.e., without requiring any other form of documentation. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.

#### ***4.6.5.3 Failure to Provide Documentation [24 CFR 5.2007(2)(i)]***

If an applicant or tenant does not provide documentation requested by SLHA under this section within the timeframe provided, nothing in VAWA limits SLHA's authority to (A) deny admission to or assistance under SLHA's public housing program, or to terminate the lease, tenancy or participation in SLHA's public housing program.

#### **4.6.6 Confidentiality [24 CFR 5.2007(c)]**

All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be maintained in strict confidence. SLHA will not enter the information into any shared database will not allow any person within their employ, including contractors, to have access to confidential information unless explicitly authorized by SLHA for reasons that specifically call for these individuals to have access under applicable Federal, State or local law, and will not disclose confidential information to any other entity or individual, except to the extent that the disclosure is 1) requested or consented to by the individual in writing in a time-limited release; 2) required for use in an eviction proceeding or hearing regarding termination of assistance from SLHA's program; or 3) otherwise required by applicable

law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

#### **4.7 Mixed Finance Developments**

From time to time, SLHA may engage in mixed-finance development, as discussed and governed by 24 CFR Part 905. Through this process, SLHA units may be leased or managed by entities (each an “Owner Entity”) other than SLHA. SLHA may delegate certain admissions and occupancy functions to the Owner Entity and/or managers of those mixed-finance developments, provided that any activities must be performed in accordance with this ACOP and applicable public housing requirements (including any deviations from the ACOP permitted in this section).

In addition, certain terms or requirements with respect to the mixed-finance developments may be negotiated between SLHA and each Owner Entity, such as income tiers, requirements related to low-income housing tax credit and funding requirements, transformation remedies, as well as grievance procedures and resident leases that deviate from SLHA’s standard grievance procedure and lease. These negotiated provisions will be described in the regulatory and operating agreement and applicable management documents related to each mixed finance development.

Notwithstanding anything herein to the contrary, the applicable public housing requirements shall control, and all mixed-finance specific admissions and occupancy requirements will be consistent with applicable public housing requirements. The term “applicable public housing requirements” shall mean the following: the U.S. Housing Act of 1937, HUD regulations thereunder (and to the extent applicable, any HUD-approved waivers of regulatory requirements); any other federal laws, regulations notices and Executive Orders pertaining to public housing; and the Contributions Contract between HUD and SLHA, as amended by Mixed-Finance Amendments.

## **Chapter 5 Applying for Admission and Waiting Lists**

### **5.1 Introduction**

When a family wishes to reside in public housing, the family must submit an application that provides SLHA with the information needed to determine the family's eligibility. SLHA will place all eligible families that apply for public housing on a waiting list. When a unit becomes available, SLHA will select families from the waiting list in accordance with the requirements of this policy. This chapter describes SLHA's policies for taking applications and managing the waiting list. SLHA's policies for selecting families from the waiting list, assigning unit size and making unit offers are contained in Chapter 6, 15 and 16. Together, Chapters 6, 15 and 16 of the policy comprise SLHA's Tenant Selection and Assignment Plan (TSAP).

### **5.2 Opening and Closing the Waiting List**

#### **5.2.1 Opening the Waiting List**

SLHA utilizes site-based waiting lists. A description of the site-based waiting list and the developments included on each site-based list are outlined in Appendix 4, Site-Based Waiting Lists. When the waiting list for a particular development is opened SLHA will advertise via a Public Notice. The Public Notice of waiting list opening will specify the following:

- The developments for which the waiting list is open
- Bedroom size
- Type of development (Elderly only or General Occupancy)
- Dates and times applications will be accepted
- Date and time the waiting list will open and close (if known)

Public Notices announcing the opening of the waiting list will be advertised in a newspaper of general circulation and a minority newspaper, on SLHA's website and through various community groups. SLHA may send notices to organizations that serve families that are likely to be eligible for assistance. The notice shall comply with fair housing requirements and will contain any limitations on applications, such as bedroom size or preference type.

Depending upon the composition of the waiting list with regard to family types and preferences, SLHA may only accept an application from families claiming one or more preferences or a specific bedroom size. Interested persons may apply for admission to a SLHA development by completing an application.

SLHA will not deny anyone the opportunity to submit an application. All applications will be ranked in the order received and all applicants will receive a copy of their application. SLHA will make applications available in an accessible format upon request from a person with a disability.

Applicants may be on more than one development waiting list at a time. At such time as an applicant is housed at one development, the applicant will be withdrawn from the waiting lists of all other developments they applied to. Current residents may apply for a new development when that development's waiting list opens.

### **5.2.2 Closing the Waiting List**

When SLHA or its agents determines that the waiting list for a particular development or a number of developments have grown unreasonably long, the waiting list for that development will be closed. If SLHA determines the demand for applications will be high, SLHA may advertise the waiting list closing date in the same notice that announces the waiting list opening date.

### **5.2.3 Family Outreach**

SLHA may conduct outreach as necessary to ensure that a sufficient number of applicants are on the development waiting list. As SLHA is required to serve a specified percentage of extremely low income families, SLHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance.

Outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

SLHA outreach efforts are designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low-income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

SLHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in SLHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

## **5.3 Maintaining the Waiting Lists**

### **5.3.1 Wait List Contents**

Each site based waiting list should contain the following information for each applicant listed:

- Name and social security number of head of household
- Unit size required (number of family members)
- Amount and source of annual income
- Accessibility requirement, if any
- Date and time of application or application number
- Household type (family, elderly, disabled)
- Admission preference, if any
- Race and ethnicity of the head of household

### **5.3.2 Refreshing a Site-Based Waiting List**

As SLHA's management agents select applicants from the waiting lists, status of various applicant changes. To insure that families are selected in the correct order, management agents will refresh and maintain each waiting list monthly except in the cases where the management agent has recently received new applications. In those cases, the management agent shall enter all the new applications before the waiting list is refreshed.

### **5.3.3 Purging a Site-Based Waiting List**

SLHA's managing agents will periodically purge the site-based waiting list to ensure that the site-based waiting list is current and accurate. To purge the site-based waiting list, SLHA's managing agent will mail each applicant on the list an update request to confirm his or her continued interest. The update request will be sent to the last address SLHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the site-based waiting list. The applicant's response must be in writing and may be delivered in person, by mail, by fax or by e-mail. If the applicant fails to respond by the deadline contained in the update request, the applicant's name will be withdrawn from the site-based waiting list. An extension of 10 days to respond will be granted if requested and needed as a reasonable accommodation for a person with a disability.

If a letter is returned by the Post Office, the applicant will be removed from the site-based waiting list without further notice and the envelope and letter will be maintained in the file. If an applicant is removed from the site-based waiting list for failure to respond, they will not be entitled to reinstatement unless SLHA determines there were circumstances beyond the person's control.

### **5.3.4 Applicant's Request to Withdraw from a Waiting List**

An applicant may request to withdraw their application at any time by submitting a written request to be withdrawn. Withdrawn applications will not be reactivated. An applicant who has withdrawn an application must reapply when a waiting list is open.

## **5.4 Applying for Assistance**

### **5.4.1 Overview**

The application process is in two phases. The first is the "initial" application for assistance. In the first phase, SLHA will require families to provide the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The second phase is the final determination of eligibility. This process takes place when the family is close to the top of the waiting list. When the family is close to the top of the waiting list SLHA will verify all eligibility factors, including verification of any claimed preference, in order to determine the family's eligibility for assistance.

### **5.4.2 Application Process [24 CFR 960.200]**

Families who wish to apply for SLHA's Public Housing program must complete an application form when a waiting list is open. SLHA will make applications available in an accessible format upon request from a person with a disability. Applications must be complete in order to be accepted by SLHA for processing.

Applications do not require an interview. Submission of a complete application form establishes the family's date and time of application for placement order on the waiting list. The application requires the provision of the following information:

- Names of all family members and date of births
- Sex and relationship of all members
- Mailing address and phone numbers
- Amount(s) and source(s) of income received by all household members
- Information related to qualification for preference or special admissions
- Social Security Numbers
- Race/ethnicity
- Citizenship/eligible immigration status
- Request for special features needed in the unit
- Release for a criminal background check

Completed applications must be submitted to SLHA. Applications will be system-dated, time-stamped, and referred to SLHA's managing agent's office for processing. Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

## **5.5 Placement on Waiting List**

### **5.5.1 General Placement on a Waiting List**

The date and time of receipt of the application determines the position on the waiting lists, except for applicants eligible for local preferences (see Chapter 6). SLHA will assign families on a waiting list according to the preference, date, time and bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 15). Placement on a waiting list does not indicate that the family is, in fact, eligible for admission. Each apparently eligible applicant will be advised, in writing, of his/her status on the waiting list, the unit size, site, and date and time of application.

If the waiting list is open, SLHA will accept applications from eligible families unless there is good cause for not accepting the application, such as the applicant does not qualify for the development type, unit size or preference for which the list is open or the applicant engages in threatening or abusive behavior during the application process. No applicant has a right or entitlement to be listed on a waiting list, or to any particular position on a waiting list.

### **5.5.2 Ineligibility for Placement on the Site-Based Waiting List**

If SLHA determines from the information provided that an applicant is ineligible, the family will not be placed on a waiting list. Where an applicant is determined to be ineligible, SLHA's management agent will send written notification of the ineligibility determination as soon as practicable after receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the applicant of the right to request an informal hearing and explain to request an informal hearing (see Chapter 23).

### **5.5.3 Eligible for Placement on the Site-Based Waiting List**

If the information on the application does not indicate that the applicant is ineligible, the applicant will be placed on the site-based waiting list for which they applied. Applicants will be placed on the site-based waiting list as outlined in this ACOP. The placement on a site-based waiting list does not indicate that the applicant is, in fact, eligible for assistance. A final determination of eligibility will be made when the applicant is selected from a site-based waiting list.

## **5.6 Applicant Status While on the Waiting List**

Changes in an applicant's circumstances while on a site-based waiting list may affect the family's entitlement to a preference. Applicants are required to notify SLHA's managing agent in writing when their circumstances change. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly.

In addition, while the family is on a site-based waiting list, the family must immediately inform SLHA or its managing agent of changes in contact information, including current residence, family composition, mailing address, and phone number. The changes must be submitted in writing.



## **Chapter 6 Tenant Selection**

### **6.1 Overview**

As dwelling units become available for occupancy, SLHA's managing agent will select applicants from the waiting list for that development. The order in which applicants will be selected is based on the vacant unit's size and the applicant's rank on the waiting list based on the applicant's preference, date and time of original application submittal date.

### **6.2 Income Targeting [24 CFR 960.202(b)]**

At a minimum, 40 percent of all new admissions on an annual basis will be extremely low-income families (see Appendix 2 for Income Limits). For every percent below 40 percent of such admissions, the percentage of extremely low-income families admitted to the Housing Choice Voucher program will be increased by an equal percentage up to a maximum of 85 percent.

In order to meet the income targeting requirements, SLHA may select a family that qualifies as extremely low income over other eligible families. These offers of assistance will be made without discrimination based on race, color, religion, sex, national origin, age, disability or familial status.

### **6.3 Units Designated for Elderly Families [24 CFR 945]**

SLHA operates public housing developments that have been designated for elderly families only. For these developments a specific preference (age) applies. If there are not enough elderly families to occupy the units in the designated development, near-elderly families will be allowed to occupy the units. Near-elderly family means a family whose head, spouse, life partner or co-head is at least 50 years of age, but is less than 62.

The decision of any elderly family not to occupy or accept occupancy in designated housing will not have an adverse effect on their admission or continued occupancy in public housing or their position on or placement on any other site-based waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status or national origin of the occupants of the designated housing or the surrounding area.

### **6.4 Deconcentration of Poverty and Income Mixing [24 CFR 903.1 and 903.2]**

SLHA must provide for deconcentration of poverty and income mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. Developments subject to the deconcentration requirement are referred to as covered developments and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by SLHA with fewer than 100 public housing units; developments designated specifically for elderly; developments approved for demolition or for conversion to tenant based public housing; and approved mixed-finance developments using HOPE VI or public housing funds.

SLHA will determine the average income of all families in all covered developments on an annual basis. SLHA must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85 percent to 115 percent of the average family income. If covered developments have an average incomes outside the EIR, SLHA will then determine whether or not these developments are consistent with its local goals and annual plan. If the development is not

consistent with local goals SLHA may skip a family on the waiting list to reach another family in an effort that would further the goals of deconcentration.

## **6.5 Waiting List Preferences**

SLHA has established a preference system for admission to its public housing program. SLHA uses the following local preference system:

- Employed, elderly or disabled
- Enrolled in or recently graduated from a job training or educational program
- Homeless
- Veteran

### **6.5.1 Employed, Elderly, Disabled, Veteran or Homeless Preference**

An applicant qualifies for this preference if the family meets the definitions below. SLHA will only apply the preference points once to each family if the applicant family meets more than one definition under this preference.

#### **6.5.1.1 Employed**

An applicant qualifies for this preference if the head of household or spouse, life partner of the applicant family is employed. For the purpose of this preference, an applicant is considered employed if they work at least 20 hours per week.

#### **6.5.1.2 Elderly**

An applicant qualifies for this preference if the head of household, spouse or life partner of the applicant family is 62 years old or older.

#### **6.5.1.3 Disabled**

An applicant qualifies for this preference if the head of household, spouse, life partner or sole member is a person with disabilities; or two or more adult persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. A person who is under a disability, as defined in Section 233 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)). People who are diagnosed with alcoholism or drug abuse are not part of the definition of disabled. SLHA does recognize an applicant, family, or spouse, life partner with HIV as a disabled person.

#### **6.5.1.4 Veteran**

An applicant qualifies for this preference if the head of household, spouse or life partner of the applicant is a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

#### **6.5.1.5 Homeless**

An applicant qualifies for this preference if the head of household, spouse or life partner of the applicant presents evidence to SLHA that the family is homeless by meeting one of the following definitions:

- An individual or family who lacks a fixed, regular and adequate nighttime residence meaning:

- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state or local government programs for low-income individuals)
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- A primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or camping ground
- Unaccompanied youth under 25 years of age or families with children and youth, who do not otherwise qualify as homeless under this definition, but who-
  - Have experienced a long term period, more than 60 days, without living independently in permanent housing; and
  - Have experienced persistent instability as measured by frequent moves, more than two moves in 60 days, over such period; and
  - Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability or multiple barriers to employment

#### **6.5.2 Enrolled In or Recently Graduated from a Job Training or Educational Program**

An applicant qualifies for this preference if the head of household or spouse, life partner of the applicant family is currently enrolled in or within the last 12 months has graduated from a job training or educational program.

SLHA defines a job training program as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency and it enhances the individual's ability to obtain employment.

SLHA defines an educational program as a GED program or an institution of higher learning. To qualify, the applicant must be regularly attending a GED program and making progress toward attainment of a GED or they must be taking at least six credit hours at an institution of higher learning.

An applicant remains qualified for the preference if the applicant completed the job training program, obtained a GED or graduated from the institution of higher learning within the past 12 months.

### **6.6 Order of Selection [24 CFR 960.206(e)]**

Families will be selected from the waiting list based on preference. Each preference will receive an allocation of points. If an applicant qualifies for more than one preference, the points for each preference are added together to determine the ranking on the waiting list. Among applicants with

equal preference status, the waiting list ranking is determined by date and time of receipt of the application. Applicants that do not qualify for any preferences will be placed on the waiting list based on time and date of application. Points will be assigned as follows:

<b>Pt. Value Assigned</b>	<b>Criteria</b>
20	Employed, Elderly or Disabled
15	Enrolled in or recently graduated from a job training or educational program
5	Homeless
5	A veteran

When selecting applicants from the waiting list SLHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. SLHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features. By matching unit and family characteristics, it is possible that families who have a lower ranking on the site based waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference points. In addition, families may be selected to satisfy deconcentration or income mixing and income targeting requirements. This may also result in families with a lower ranking on the site-based waiting list, receiving an offer of housing ahead of families with an earlier date and time of application or higher preference points.

## **6.7 Verification of Local Preference**

An applicant's entitlement to a local preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified. Applicants that cannot verify the claimed preferences will be denied the preference placed on the waiting list without the preference points and re-ranked based on the date and time of the application. If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family could not verify their eligibility for the preference as of the date of application, the family will be removed from the list. All preferences will be verified in accordance with the verification procedures outlined in Chapter 9.

## **6.8 Preference Denial**

If SLHA denies a preference, SLHA will notify the applicant in writing of the reasons why the preference was denied and the applicant will be placed on the waiting list without benefit of the preference. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

## **6.9 Notification of Selection**

SLHA will notify the family by first class mail when it is selected from the waiting list at least five (5) business days prior to appointment. The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview
- Who is required to attend the interview
- Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

- Documents that must be provided at the interview to document eligibility for a preference, if applicable
- Other documents and information that should be brought to the interview

Applicants who fail to attend a scheduled interview will automatically be scheduled for another interview. SLHA will notify the family of the date and time of the second interview. If the notice is returned by the Post Office, the applicant will be denied assistance and their name removed from the site-based waiting list. Applicants who fail to attend two scheduled interviews, without the prior approval of SLHA, will be denied assistance and removed from the site-based waiting list. Such failure to act on the part of the applicant prevents SLHA from making an eligibility determination; therefore, no informal hearing will be offered.

If a notification letter is returned from the Post Office, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents SLHA from making an eligibility determination; therefore, no informal hearing will be offered.

## **6.10 Applicant Interview**

Families selected from the waiting list are required to participate in an eligibility interview. The head of household and the spouse, life partner or co-head are required to attend.

### **6.10.1 Eligibility Interview**

Families selected from the waiting list are required to participate in an eligibility interview. The head of household and all adult household members over 18 are required to attend the interview. The interview will be conducted only if the head of household, spouse, life partner or co-head provides appropriate documentation of legal identity. The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as complete required forms, provide required signatures, and submit required documentation.

Interviews will be conducted in English. An advocate, interpreter or other assistant may assist the family with the interview process. For limited English proficient (LEP) applicants, SLHA will provide translation services at SLHA's expense upon request.

If any materials are missing, SLHA will provide the family with a written list of items that must be submitted. If all adult members do not attend the interview, verification of information pertaining to adult members not present will not begin until the family members sign the release forms at SLHA. Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and family information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial.

### **6.10.2 Applicant Review and Orientation Committee**

Some developments have formed Applicant Review and Orientation Committees (AROC), which require that the applicant family participate in a pre-rental interview with the managing agent and members of the AROC. The AROC role in the eligibility process is to advise the management agent as to an applicant's suitability for housing.

The AROC does not determine eligibility. More detailed information about the process and requirement for the AROC are in Attachment 3 Applicant Review and Orientation Committee.

## Chapter 7 General Verification Requirements

[24 CFR 960.259 (c)]

### 7.1 Overview

SLHA will verify all information used to establish the family's eligibility and level of assistance. SLHA shall obtain the family's consent to collect the information. Applicants and residents must provide true and correct information and cooperate with the verification process as a condition of receiving assistance. SLHA will not pass on the cost of verification to the family.

SLHA's verification requirements are designed to maintain program integrity. This Chapter explains SLHA's general verification hierarchy for verifying all factors related to a family's participation in the public housing program. Detailed information on verifying eligibility, annual income and adjustments to annual income are provided in Chapters 9, 12 and 14, which provide specific verification information for each area.

### 7.2 Methods of Income and Adjustments to Income Verification

#### 7.2.1 Verification Hierarchy

SLHA will use the most reliable form of verification that is available and will document the reasons when SLHA uses a lesser form of verification. In order of priority, SLHA will use the following forms of verification:

***7.2.1.1 Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (only available for residents)***

***7.2.1.2 Up-front Income Verification (UIV) using a non-HUD system***

***7.2.1.3 Written Third Party Verification (may be provided by applicant or residents)***

***7.2.1.4 Written Third Party Verification Form***

***7.2.1.5 Oral Third Party Verification***

***7.2.1.6 Self-Certification/Self-Declaration***

#### 7.2.2 Timing of Verification

SLHA will allow 10 business days for the return of third party verifications and five business days to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of the interview. For residents, verifications are valid for 120 consecutive days from date of receipt.

#### 7.2.3 EIV Verification

EIV is the verification of income, before or during a family re-examination and after move-in, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. Users are allowed to search for income records by head of household social security number, program type and/or by annual re-examination. The use of EIV is the mandatory income verification method if the information is available on the system.

#### **7.2.4 Up-Front Income Verification (UIV) using a Non-HUD System**

Up-front income verification (UIV) refers to SLHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to SLHA. Examples of such sources are the Child Support Enforcement Agency and Unemployment Compensation systems.

#### **7.2.5 Written Third Party Verification**

Written third party verification consists of documents generated by a third party source, which may be received directly from a third party source or provided by the family. Written third party verification documents must be authentic and may be supplied by the family or received from a third party source. Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. SLHA requires at minimum, three current and consecutive pay stubs for determining annual income from wages covering the 60-day period prior to SLHA's request. SLHA may reject documentation provided by the family if the document appears to be forged, or if the document is altered, mutilated or illegible. Third party documents provided by the family must be dated within 60 days of SLHA request date.

#### **7.2.6 Written Third Party Verification Form**

When up-front verification is not available and the family is unable to provide written third party documents, SLHA must request a written third party verification form. A written third party verification form is mandatory when there is an unreported source of income or a substantial difference in reported income and there is no UIV or tenant-provided documentation to support the income discrepancy.

A standardized third party verification form will be sent when third party verification documents are rejected by SLHA or SLHA has been unable to verify the income information with a more reliable method. SLHA will mail, fax, or e-mail third party written verification form requests to directly to third party sources.

#### **7.2.7 Oral Third Party Verification**

Oral third party verification will be used when written third party verification is not returned in 10 business days or third party written verification is not possible. When third party oral verification is used, SLHA will complete a Certification of Document Viewed or Telephone Verification form, noting, the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used and the facts provided. When any source responds verbally to the initial written request for verification, SLHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

#### **7.2.8 Self-Certification/Self-Declaration**

Self-certification, or self-declaration, is used as a last resort when SLHA is unable to obtain third party verification. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to SLHA. A self-certification is a written statement made under penalty of perjury.



### **7.3 Verification of Non-Financial Items**

SLHA will use the most reliable form of verification that is available. For non-financial issues the most reliable form of verification is written third party verification in the form of documents generated by a third party source, which may be received directly from a third party source or provided by the family. Chapter 8 and 9 contain non-financial items to verify. These Chapters describe the preferred document for each issue that requires verification. For some non-financial issues documents generated by a third party source are the only acceptable verification method.

If third party documents cannot be obtained or the documents are not authentic, SLHA will request a written third-party verification form. A standardized third party verification form will be used when there is a third party source to verify non-financial items. SLHA will mail, fax, or e-mail third party written verification form requests directly to third party sources.

If third party written verification cannot be obtained in 10 days, SLHA may use oral verification for some non-financial items. SLHA will complete a Certification of Document Viewed or Telephone Verification form, noting, the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used and the facts provided. When any source responds verbally to the initial written request for verification SLHA will accept the verbal response as oral verification, but will also request that the source complete and return any verification forms that were provided.

As a last resort, SLHA may use a self-certification, or self-declaration, for verification of non-financial items when SLHA is unable to obtain third party verification. A self-certification is a written statement made under penalty of perjury.

### **7.4 Items to Be Verified**

The items that need to be verified include:

- Identity
- All income not specifically excluded by the regulations
- Zero-income status of household
- Full-time student status including high school students who are 18 or over
- Current assets including assets disposed of for less than fair market value in the preceding two years
- Childcare expenses where it allows an adult family member to be employed or to further his/her education
- Total medical expenses of all family members in households whose head, spouse or life partner is elderly or disabled
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed
- Disability for determination of preferences, allowances or deductions
- U.S. citizenship/eligible immigrant status
- Social Security numbers for all family members.
- Preference status
- Marital status when needed for head or spouse definition

- Verification of reduction in benefits for noncompliance
- Suitability for tenancy
- Status of utility service to ensure services are on

## **Chapter 8 Eligibility for Admissions**

### **8.1 Overview**

This chapter defines the criteria for eligibility in SLHA's public housing program. SLHA is responsible for ensuring that every individual and family admitted to the Public Housing program meets all program eligibility requirements. The eligibility criteria also apply to any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by SLHA to confirm eligibility and determine the level of the family's assistance.

SLHA will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SLHA or its managing agent pertaining to their eligibility.

### **8.2 Eligibility Factors**

SLHA and its managing agent accepts applications only from families whose head of household, spouse or life partner is at least 18 years of age or an emancipated minor.

To be eligible for the Public Housing program the applicant family must:

- Qualify as a family
- Have income at or below the specified income limits
- Qualify on the basis of citizenship or the eligible immigrant status of family members
- Provide a Social Security number for each family member
- Consent to SLHA's collection and use of family information as provided for in SLHA-provided consent forms
- Not have a household member with a history of behavior that would prevent program participation
- Meet criteria for suitability of tenancy

### **8.3 Family and Household [24 CFR 5.403]**

#### **8.3.1 Family**

To be eligible for admission, an applicant must qualify as a family. A family may be a single person or a group of persons. Family includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with a live-in aide, or a single person. A single person family may be an elderly person, a displaced person, a disabled person, or any other single person. SLHA has the discretion to determine if any other group of persons qualifies as a family.

A family also includes two or more individuals who are not related either by blood, marriage, adoption, or other operation of law but who can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family. Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

#### **8.3.2 Household**

Household includes additional people who, with SLHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

### **8.3.3 Family Breakup**

Except under the following conditions, SLHA has discretion to determine which member(s) of a family will continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence or stalking, the victim will retain assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault or stalking, (see Chapter 10 of this policy.)
- If a court determines the disposition of property between members of the family in a divorce or separation decree, SLHA is bound by the court's determination of which family members shall continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in a public housing unit, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, SLHA will determine which family retains their placement on the waiting list, or will continue living in the public housing unit. In making its determination, SLHA will take into consideration the following factors: the interest of any minor children, including custody arrangements, the interest of any ill, elderly, or disabled family members, the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; any possible risks to family members as a result of domestic violence or criminal activity; and the recommendations of social service professionals.

### **8.3.4 Head of Household [24 CFR 5.504(b)]**

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head, spouse or life partner. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law.

### **8.3.5 Spouse, Life Partner, Co-Head, and Other Adult**

A family may have a spouse (or life partner) or co-head, but not both. Spouse means the marriage partner of the head of household. The term spouse does not apply to friends, roommates, or significant others who are not marriage partners. A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse or life partner. A family can have only one co-head. Minors who are emancipated under state law may be designated as a spouse, life partner or co-head. Other adult means a family member, other than the head, spouse, life partner, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

### **8.3.6 Dependent [24 CFR 5.603]**

A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student. The head of household, spouse, life partner, co-head, foster children/adults and live-in aides can never be dependents.

#### ***8.3.6.1 Joint Custody of Dependents***

Dependents that are subject to a joint custody arrangement are a member of the family, if they live with the applicant or resident 50 percent or more of the time. When more than one applicant or resident is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, SLHA will make the determination based on available documents such as court orders, or tax returns showing which family has claimed the child for income tax purposes.

### **8.3.7 Full-Time Student [24 CFR 5.603;]**

A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

### **8.3.8 Elderly and Near-Elderly Persons, and Elderly Family [24 CFR 5.100 and 5.403]**

#### ***8.3.8.1 Elderly Persons***

An elderly person is a person who is at least 62 years of age.

#### ***8.3.8.2 Near-Elderly Persons***

A near-elderly person is a person who is 50-61 years of age.

#### ***8.3.8.3 Elderly Family***

An elderly family is one in which the head, spouse, life partner, co-head, or sole member is an elderly person.

### **8.3.9 Persons with Disabilities and Disabled Family [24 CFR 5.403]**

#### ***8.3.9.1 Persons with Disabilities***

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, life partner or co-head is a person with disabilities. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability. As discussed in Chapter 2, SLHA will make all aspects of the program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

#### ***8.3.9.2 Disabled Family***

A disabled family is one in which the head, spouse, life partner, or co-head is a person with disabilities.

### **8.3.10 Guests [24 CFR 5.100]**

A guest is a person temporarily staying in the unit with the consent of a member of the household who has authority to do so. Residents are not to provide accommodations to boarders, lodgers or permit un-authorized guest(s) to live in the unit. Residents shall be allowed to permit guest(s) to remain in the unit up to but not exceeding 21 days in a calendar year without written approval. Written approval must be obtained from the managing agent for any extended stays exceeding 21 days.

Families who have extenuating circumstances, such as hospitalization, surgery, or a family emergency, must submit a written request to the managing agent for approval of extended stays. Such requests will be considered on a case-by-case basis. Residents are not permitted to invite persons to the property who have been placed on the Bar and Ban List.

### **8.3.11 Foster Children and Foster Adults**

Foster adults are usually persons with disabilities, unrelated to the family, who are unable to live alone. A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of occupancy standards. A foster child will be included in determining unit size only if he or she is expected to be in the unit for more than six months.

Foster children and foster adults who are living with an applicant or resident are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction.

### **8.3.12 Absent Family Members**

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

#### ***8.3.12.1 Definitions of Temporarily and Permanently Absent***

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

#### ***8.3.12.2 Absent Students***

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

#### ***8.3.12.3 Absences Due to Placement in Foster Care***

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

#### ***8.3.12.4 Absent Head, Spouse, Life Partner, or Co-head***

An employed head, spouse, life partner or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member. A head, spouse, life partner or co-head who is deployed on active military duty and is absent from the unit more than 180 consecutive days will continue to be considered a family member.

#### ***8.3.12.5 Family Members Permanently Confined for Medical Reasons***

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. SLHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

### **8.3.13 Live-In Aide**

Live-in aide means a person, who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: is determined to be essential to the care and well-being of the persons, is not obligated for the support of the persons and would not be living in the unit except to provide the necessary supportive services. SLHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is not obligated for the support of the person(s) needing the care, and would not be living in the unit except to provide the necessary supportive services.

SLHA will not approve a particular person to be a live-in aide, and may withdraw such approval if:

- The person has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program

- The person has committed drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug
- The person has committed violent criminal activity, defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage
- The person has committed criminal activity that may threaten the health, safety, or welfare of other residents
- The person has committed criminal activity that may threaten the health or safety of SLHA staff, contractors, subcontractors or agents
- The person has committed criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse or
- The person currently owes rent or other amounts to SLHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, SLHA will notify the family of its decision.

#### **8.4 Income Eligibility**

Income limits that determine the eligibility of applicants for the public housing program are published annually and are based on estimates of median family income in a particular area or county, with adjustments for family size. Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be one of the following:

- A low-income family whose annual income does not exceed 80 percent of the area median income for the area
- A very low-income family whose annual income does not exceed 50 percent of the area median income for the area
- An extremely low-income family is a very low-income family whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level

#### **8.5 Citizenship or Eligible Immigration Status [24 CFR 5, Subpart E]**

Only individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status are eligible for the public housing program. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify.

##### **8.5.1 Declaration [24 CFR 5.508]**

Each family member must declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, life partner, co-head and any other family member 18 or older, and by a parent or guardian for minors. The family must identify, in writing, any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children or foster adults.



#### **8.5.1.1 Ineligible Noncitizens**

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a non-contending family members listing, signed by the head, spouse, life partner, or co-head (regardless of citizenship status), indicating their ineligible immigration status. SLHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Noncitizen students are prohibited from participating in the public housing program. This prohibition extends to the noncitizen spouse or life partner of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse or life partner of a noncitizen student or to the children of the citizen spouse or life partner and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

#### **8.5.2 Mixed Families**

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination. See Chapter 18 for a discussion of how rents are prorated, and Chapter 23 for a discussion of informal hearing procedures.

#### **8.5.3 Ineligible Families [24 CFR 5.514(d), (e), and (f)]**

When SLHA determines that an applicant family does not include any citizens, nationals or eligible noncitizens, following the verification process, the family will be sent a written notice of the determination. The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the USCIS, or to request an informal hearing with SLHA. The informal hearing with the management agent may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. Informal hearing procedures are contained in Chapter 23.

#### **8.5.4 Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]**

For new occupants joining the assisted family, SLHA will verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first. Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

### **8.6 Social Security Numbers [24 CFR 5.216 and 5.218]**

Each applicant and all members of the applicant's household must disclose the complete and accurate Social Security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. These requirements do not apply to noncitizens who do not contend eligible immigration status. SLHA will deny admission to an applicant family if they do not meet the SSN disclosure and documentation requirements.

## **8.7 Family Consent to Release of Information [24 CFR 5.230]**

Each adult family member, and the head of household, spouse, life partner, or co-head, regardless of age, must sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. SLHA's managing agent will deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information.

## **8.8 Current and Past Behavior**

SLHA will deny admission to the program on any of the following grounds:

- If the family has committed any serious lease violations or its lease has been terminated during a previous participation in the public housing program for three years from the date of move out
- If the family owes rent or other amount to SLHA or another PHA in connection with Housing Choice Voucher or public housing assistance - all monies owed to SLHA or other PHA must be paid in full before the family is eligible to be placed on the waiting list
- If any member of the family has been evicted from federally assisted housing in the past three years
- If any member of the family has committed fraud, bribery or other corrupt or criminal act in connection with any Federal housing program
- If the family has engaged in or threatened abusive or violent behavior toward SLHA or its management agent personnel
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established
- If any member of the family has engaged in drug-related or violent activity as outlined in the regulations, and the 1996 "One Strike You're Out Policy", detailed in PIH Notice 96-27, dated May 15, 1996. The notice further clarifies that any family member's activity that shows a pattern of abuse of alcohol may also result in the denial of assistance to the family. SLHA may deny assistance if the preponderance of the evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted
  - Evidence of this activity may include, but is not limited to, indictments, criminal information, police reports, conviction records, and personal testimony
  - SLHA may waive the requirement to deny admission to the family only if the person can demonstrate to SLHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
    - Has successfully completed a supervised drug or alcohol rehabilitation program
    - Has otherwise been rehabilitated successfully
    - Is participating in a supervised drug or alcohol rehabilitation program certified by the State
    - The family members must comply with SLHA or HUD requests to provide documentation or release to obtain documentation
- If any family member has been evicted from public housing, Indian Housing, or any Housing Choice Voucher program because of drug-related criminal activity they are ineligible for admission to public housing programs for a three-year period

- If any member of the household is subject to a lifetime registration under a state sex offender registration program
- If any member of the household has ever been convicted of the manufacture or distribution of methamphetamine on the premises of federally-assisted housing

## **8.9 Suitability for Tenancy**

SLHA is responsible for the screening and selection of families to occupy public housing units. SLHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations. SLHA will consider the family's history with respect to the following factors:

- Payment of rent
- Ability to obtain utilities
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Criminal activity that is a threat to the health, safety, or property of others
- Compliance with any other essential conditions of tenancy

## Chapter 9 Verifying Eligibility

### 9.1 Verifying Family Information

#### 9.1.1 Verification of Legal Identity

In order to prevent program abuse, SLHA requires applicants to furnish verification of legal identity for all family members. The table below lists the preferred documents for verification of legal identity for adults and minors. The table also provides a list of documents that can be used if the preferred documents are not available. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Factor to be verified	Preferred Document(s)	Alternate Document(s)
Identity-Adult	<ul style="list-style-type: none"><li>• Current valid Government Issued Picture ID</li><li>• US Passport</li></ul>	<ul style="list-style-type: none"><li>• Certificate of Birth</li><li>• Certificate of U.S. Citizenship</li><li>• Certificate of Naturalization</li><li>• U.S. military discharge (DD 214)</li><li>• Voter's registration</li><li>• Company/Agency Identification Card</li><li>• Hospital records</li><li>• School ID card with a photograph</li><li>• Church issued baptismal certificate</li></ul>
Identity-Minor	<ul style="list-style-type: none"><li>• Birth Certificate</li></ul>	<ul style="list-style-type: none"><li>• Adoption papers</li><li>• Custody agreement</li><li>• Health and Human Services ID</li><li>• School records</li><li>• Hospital records</li><li>• School ID card with a photograph</li><li>• Church issued baptismal certificate</li></ul>

If none of these documents can be provided, then at SLHA's discretion, a third party who knows the person may attest to the person's identity.

#### 9.1.2 Verification of Age

The documents listed in Section 9.1.1 are the preferred forms of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of Social Security retirement benefits is acceptable.

If an official record of birth or evidence of Social Security retirement benefits cannot be provided, SLHA will require the family to provide a self-certification. Age must be verified only once during continuously assisted occupancy.

#### 9.1.3 Family Relationships

Applicants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in Chapter 8. Family relationships are verified only to the extent necessary to determine a family's eligibility and level

of assistance. Certification by the head of household normally is sufficient verification of family relationships.

#### ***9.1.3.1 Marriage***

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

#### ***9.1.3.2 Separation or Divorce***

Certification by the head of household is normally sufficient verification. If SLHA has reasonable doubts about a separation or divorce, SLHA will require the family to document the divorce, or separation. A copy of a divorce decree is required to document that a couple is divorced. A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

### **9.1.4 Verification of Disability**

SLHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. SLHA is not permitted to inquire about the nature or extent of a person's disability. SLHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If SLHA receives a verification document that provides such information, SLHA will not place this information in the resident's file. Under no circumstances will SLHA request an applicant's or resident's medical record(s).

#### ***9.1.4.1 Family Members Receiving SSA Disability Benefits***

Verification of the receipt of disability benefits from the Social Security Administration (SSA or SSI-Supplemental Security Income) is sufficient verification of disability payments under Section 223 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) for the purpose of qualifying for waiting list preferences, or certain income disallowances and deductions.

For applicant family members claiming disability who receive disability benefits from the SSA, SLHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), SLHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov). Once the applicant or resident receives the benefit verification letter they will be required to provide it to SLHA.

#### ***9.1.4.2 Family Members Not Receiving SSA Disability Benefits***

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third party verification that the family member meets the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

### **9.1.5 Verification of Foster Children and Foster Adults**

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

### **9.1.6 Verification of Absence of Family Member**

An applicant family may include an absent family member as part of the household in the circumstances outlined in Chapter 8 of this policy. To verify if the absent member qualifies for inclusion the circumstances will be verified as follows.

#### **9.1.6.1 Absent Students**

Verification of full time student status includes:

- Written verification from the registrar's office or other school official
- School records indicating enrollment for a sufficient number of credits to be considered a full-time student by the educational institution

#### **9.1.6.2 Absences due to Placement in Foster Care**

Verification of absence due to placement in foster care includes:

- Written verification on the agency's letterhead of the placement into foster care which includes, whether and when the child is expected to be returned home
- Completion of a written verification form by the agency

#### **9.1.6.3 Absent Head, Spouse, Life Partner or Co-Head**

Verification of absence due to employment includes:

- Written verification from the employer regarding the location and length of assignment

Verification of active military service includes:

- Copy of deployment orders
- Self-certification of remaining family members

#### **9.1.6.4 Absence for Medical Reasons**

Verification of absence for medical reasons includes:

- A written statement from a medical professional regarding the length of the absence

### **9.1.7 Verification for Live-In Aide**

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is not obligated for the support of the person(s) needing the care, and would not be living in the unit except to provide the necessary supportive services. The live-in aide will be subject to the criminal background verification provided in this section.

## **9.2 Verification of Income**

Income to determine eligibility shall be calculated and verified in accordance with Chapters 11, 12, 13 and 14 of this policy.

## **9.3 Citizenship or Eligible Immigration Status [24 CFR 5.508]**

### **9.3.1 Overview**

Public housing is not available to persons who are not citizens, nationals or eligible immigrants. Prorated assistance is provided for mixed families containing both eligible and ineligible persons.

A detailed discussion of eligibility requirements is in Chapter 8. This chapter discusses SLHA verification requirements related to citizenship status. The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility for admission has been verified for an individual, it need not be collected or verified again during continuously assisted occupancy.

### **9.3.2 U.S. Citizens and Nationals**

Each family member who claims to be a U.S. citizen or national must sign a declaration. The declaration must be signed personally by any family member 18 or older and by a parent or guardian for minors. SLHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation. Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless SLHA receives information indicating that an individual's declaration may not be accurate.

### **9.3.3 Eligible Immigrants Who Were Participants and 62 or Over on June 19, 1995**

Eligible immigrants who were residents and age 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age as described herein this ACOP.

### **9.3.4 Non-Citizens with Eligible Immigration Status**

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents listed below. The documents will be copied, front and back, and returned to the family. SLHA must verify the status through the USCIS SAVE system. If this primary verification fails to verify status, SLHA must request within ten days that the USCIS conduct a manual search.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - "Admitted as a Refugee Pursuant to Section 207"
  - "Section 208" or "Asylum"
  - "Section 243(h)" or "Deportation stayed by Attorney General"
  - "Paroled Pursuant to Section 221 (d)(5) of the USCIS"
- Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210"
- Form I-94 Arrival-Departure Record with no annotation accompanied by:
  - A final court decision granting asylum (but only if no appeal is taken)
  - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90)
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90)
- Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12
- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified

### **9.3.5 Ineligible Family Members**

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household, spouse or life partner.

### **9.3.6 Non-Citizen Students on Student Visas**

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified. They do not sign a declaration, but are listed on the statement of ineligible members.

### **9.3.7 Failure to Provide**

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

## **9.4 Verification of Social Security Numbers [24 CFR 5.216, Notice PIH 2010-3 and Notice PIH 2016-5]**

The family must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing program participants who were at least 62 years of age as of January 31, 2010, and who had not previously disclosed an SSN. SLHA will accept the following documentation as acceptable evidence of the Social Security number:

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

SLHA will reject documentation of an SSN provided by an applicant if the document is not an original document or if the original document is altered, mutilated, not legible, or if the document appears to be forged. SLHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to SLHA within 90 days. SLHA will grant one additional 90-day extension, if needed, for reasons beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, SLHA will deny the individual's admission. If a child under the age of 6 years is added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required above is provided to SLHA within 90 calendar days from the date of admission into the program. SLHA will grant an extension of one additional 90-day period if SLHA determines that, in its discretion, the applicant's failure to comply is due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant's family fails to produce the documentation required above within the required time period, SLHA will terminate the tenancy.

Social Security numbers must be verified only once during continuously assisted occupancy.



## **9.5 Criminal Background Verification**

SLHA will perform a criminal background check through private companies for every adult household member. SLHA is authorized to obtain criminal conviction records to screen applicants for admission. This authority assists SLHA in complying with SLHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records, SLHA will require every applicant family to submit a consent form signed by each adult household member. SLHA also performs criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program.

If the check indicates a criminal conviction, the applicant may be rejected depending on the facts underlying the arrest. If the applicant is rejected, they will be notified in writing. If assistance is denied, the applicant is entitled to a hearing. Failure to request a hearing will result in withdrawal from the waiting list.

## **9.6 Verification of Waiting List Preferences [24 CFR 5.410-5.430]**

### **9.6.1 Employed, Elderly or Disabled**

#### ***9.6.1.1 Employment***

To qualify for the preference for employment the applicant must provide one of the following:

- Three consecutive current paycheck stubs that documents that the applicant is currently employed and works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last 60 days or SLHA will accept a letter from the employer on the employer's letterhead that states that applicant is employed at least 20 hours per week. SLHA may also seek third party verification from the employer of the head, spouse, life partner, co-head or sole member of the family requesting a preference as a working family

#### ***9.6.1.2 Disabled Person***

To qualify for the disabled person preference the applicant must provide documentation outlined in Section 9.1.

#### ***9.6.1.3 Elderly***

To qualify for the preference for elderly the applicant must provide the documentation outlined in Section 9.1.

### **9.6.2 Enrolled In or Recently Graduated From a Job Training or Educational Program**

To qualify for the preference for employment, the applicant must provide one of the following:

- Written verification from the job training or educational program that states that the applicant is actively enrolled in or recently graduated from the program in the last 12 months
- School records indicating enrollment for a sufficient number of credits (at least 6 credit hours) to be considered enrolled in an educational institution of higher learning
- Certified transcript from a school or program showing recent graduation

### **9.6.3 Homeless**

To qualify for the homeless preference, the applicant must provide one of the following;

- Referral from a homeless shelter
- Certification from a social service provider verifying that the applicant is homeless in accordance with the HUD requirements
- Documentation from the City of St. Louis, Department of Human Services, that the applicant is homeless in accordance with the HUD requirements.

#### **9.6.4 Veterans**

To qualify for the veteran preference, the applicant must provide a DD Form 214.

#### **9.6.5 Timing of Verification of Preferences**

Preferences will be verified when the applicant reaches the top of the waiting list. If the preference cannot be verified the applicant will be placed on the waiting list without the claimed preference. If the applicant family intentionally falsifies the application, claiming preferences they do not have, the applicant may be removed from the waiting list.

### **9.7 Verification of Suitability of Tenancy**

SLHA and its management agent may conduct a tenancy suitability check through a private company or through reference checks of previous landlords for an applicant family. In addition, the management agent will verify the applicant's ability to obtain utility service to be billed in the name of the applicant, spouse, life partner or co-head through the local utility company.

### **9.8 Final Determination and Notification of Eligibility**

After the verification process is completed, SLHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by SLHA and the current eligibility criteria in effect. The family will be notified if it is determined to be eligible.

## **Chapter 10 Denial of Admission**

### **10.1 Overview**

SLHA will deny admission to an applicant who does not meet the eligibility criteria. In addition, SLHA may deny admission based on certain types of current or past behaviors of family members as discussed in this Chapter. However, the Violence Against Women Act (VAWA) expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. This chapter describes SLHA's policies for denying admission.

### **10.2 Prohibited Reasons for Denial of Admission [24 CFR 5.105, 24 CFR 5.2005(b)]**

SLHA shall not deny admission based on any of the following criteria:

- Age, disability, race, color, religion, sex or national origin (see Chapter 2 for additional information about fair housing and equal opportunity requirements)
- Where a family lives prior to admission to the program
- Whether members of the family are unwed parents, recipients of public assistance or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is otherwise qualified for assistance

### **10.3 Required Denial of Admission [24 CFR 960.204]**

SLHA will deny assistance in the following cases:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity. SLHA will admit an otherwise eligible family who was evicted from federally-assisted housing within the past three years for drug-related criminal activity if SLHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by SLHA, or the person who committed the crime is no longer living in the household
- SLHA determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. Currently engaged in the illegal use of a drug means a person has engaged in the use of illegal drugs during the previous six months
- SLHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety or right to peaceful enjoyment of the premises by other residents
- In determining reasonable cause, SLHA will consider all credible evidence, including, but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. SLHA will also consider evidence from treatment providers or community-based organizations providing services to household members
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

- Any household member has been evicted from federally assisted housing for any lease violation in the year immediately preceding the date of application

## **10.4 Other Permitted Reasons for Denial of Admission**

SLHA may deny admission for the following reasons:

### **10.4.1 Criminal Activity [24 CFR 960.203(c)]**

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past ten years, the family will be denied admission:

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]
- Violent criminal activity, defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]
- Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)]
- Criminal activity that may threaten the health or safety of SLHA staff, contractors, subcontractors or agents
- Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse

Evidence of such criminal activity includes, but is not limited, to any record of one or more convictions within the past 10 years. An arrest record, by itself, is not sufficient evidence to deny assistance, but may serve as a trigger into an inquiry into whether there is sufficient evidence of criminal activity to deny assistance. Other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation may be utilized to determine whether disqualifying conduct has occurred. In making its decision to deny assistance, SLHA will consider the factors discussed in Section 10.5.2. Upon consideration of such factors, SLHA may, on a case-by-case basis, decide not to deny admission.

### **10.4.2 Previous Behavior [960.203(c) and (d)]**

SLHA may deny admission to an applicant family if SLHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants
- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances)
- Owes rent or other amounts to SLHA or any other PHA in connection with any assisted housing program
- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- Has engaged in or threatened violent or abusive behavior toward SLHA personnel
- Abusive or violent behavior towards SLHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior
- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence

In making its decision to deny admission, SLHA will consider the factors discussed in Section 10.5.2. Upon consideration of such factors, SLHA may, on a case-by-case basis, decide not to deny admission. SLHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

## **10.5 Criteria for Deciding to Deny Admission**

### **10.5.1 Evidence**

SLHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

- Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

### **10.5.2 Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]**

SLHA will consider all relevant circumstances when deciding whether to deny admission based on a family's history except in the situations for which denial of admission is mandated (see Section 10.3). In the event SLHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, SLHA may give consideration to factors, which might indicate a reasonable probability of favorable future conduct.

SLHA will consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents
- The effects that denial of admission may have on other members of the family who were not involved in the action or failure
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking (as discussed further in Section 10.6)
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
  - SLHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully

### **10.5.3 Removal of a Family Member's Name from the Application [24 CFR 960.203(c)(3)(i)]**

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member's current address upon SLHA request.

### **10.5.4 Reasonable Accommodation**

If the family includes a person with disabilities, SLHA's decision to deny admission based on the action or failure to act of a family member is subject to consideration of a request for reasonable accommodation if made in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures.

## **10.6 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence and Stalking**

### **10.6.1 Documentation**

#### ***10.6.1.1 Victim Documentation [24 CFR 5.2007]***

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence or stalking, SLHA will request in writing that the applicant provide documentation supporting the claim in accordance with Section 4.6.5 of this ACOP.

#### ***10.6.1.2 Perpetrator Documentation***

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit
- Documentation that the perpetrator has successfully completed, or is successfully undergoing rehabilitation or treatment
  - The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse
  - The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully

- The victim and perpetrator must also sign or attest to the documentation

## **10.7 Other Housing Assistance**

A family, or members of the family, may not receive public housing assistance while receiving another housing subsidy for the same unit or for a different unit under any duplicative federal, state or local housing assistance program.

## **10.8 Missed Appointments and Deadlines**

It is an applicant family's obligation to supply information, documentation and certification, as needed, for SLHA to fulfill its responsibilities. SLHA schedules appointments and sets deadlines in order to obtain the required information. An applicant who fails to keep an appointment or to supply information required by a deadline without notifying SLHA may be denied admission. The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Policy. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility Interview
- Verification Procedures
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Family emergency
- Other valid reasons that are not the fault of the applicant

## **10.9 Notice to Applicants**

If SLHA determines that a family is not eligible for the program for any reason, the family will be notified of the decision to deny admission. The notice will describe:

- The reasons for which admission has been denied
- The family's right to an informal hearing
- The process for obtaining the informal hearing (See Chapter 23 for informal hearing policies and procedures)
- Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, and Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation

# Chapter 11 Income Determination

[24 CFR Part 5, Subpart F]

## 11.1 Overview

A family's income determines eligibility for admission and continued occupancy and is also used to calculate the family's payment. SLHA will use the methods described in this chapter to determine a family's income at admission and at reexamination. Using these methods will also ensure that only eligible families receive assistance and that no family pays more or less than its obligation.

## 11.2 Anticipating Annual Income

### 11.2.1 General Requirements for Annual Income

Annual Income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head, spouse, life partner (even if temporarily absent) or to any other family member
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date
- Are not specifically excluded
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access

### 11.2.2 Basis of Annual Income Projection

SLHA will count all income anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. SLHA generally will use current circumstances to determine anticipated income for the coming 12-month period. SLHA may use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected
- It is not feasible to anticipate a level of income over a 12-month period
- SLHA believes that past income is the best available indicator of expected future income

#### ***11.2.2.1 Imminent Change in Income***

If SLHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, SLHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

#### ***11.2.2.2 Averaging Income When Anticipation is Infeasible***

When SLHA cannot readily anticipate annual income based upon current circumstances for a full 12 months, SLHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. SLHA may average known sources of income that vary to compute an annual income, or annualize current income and conduct an interim reexamination if income changes. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used to



reduce the number of interim adjustments. The method used depends on the regularity, source and type of income.

#### ***11.2.2.3 Other Circumstances***

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases, the family may present information and documentation to SLHA to show why the historic pattern represents the family's anticipated income.

### **11.3 Income Included in Annual Income**

#### **11.3.1 Wages and Related Compensation**

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income.

#### **11.3.2 Some Types of Military Pay**

All regular pay, special pay and allowances of a member of the Armed Forces are included, except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

#### **11.3.3 Business Income**

Annual income includes the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service (IRS) 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.

##### ***11.3.3.1 Business Expenses***

Net income is gross income less business expense. To determine business expenses that may be deducted from gross income, SLHA will use current applicable IRS rules for determining allowable business expenses [see IRS Publication 535], unless a topic is described below.

##### ***11.3.3.2 Business Expansion***

SLHA will not deduct expenses for business expansion from gross income. Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

##### ***11.3.3.3 Capital Indebtedness***

SLHA will not deduct amortization of capital indebtedness from gross income. Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings and machinery. This means SLHA will allow as a business expense for interest, but not principal, paid on capital indebtedness.

#### **11.3.3.4 Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

#### **11.3.3.5 Withdrawal of Cash or Assets from a Business**

SLHA will include the withdrawal of cash or assets from the operation of a business or profession in annual income, unless the withdrawal reimburses a family member for cash or assets invested in the business by the family. Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, SLHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

#### **11.3.3.6 Co-Owned Businesses**

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

### **11.3.4 Assets**

Annual income includes the interest, dividends and other net income of any kind from real or personal property. For most types of assets, SLHA will determine the value of the asset in order to compute income from the asset. As is true for all sources of income, SLHA will use other than current circumstances to anticipate income when an imminent change in circumstances is expected, it is not feasible to anticipate a level of income over 12 months, or SLHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, SLHA can take into consideration past rental income along with the prospects of obtaining a new tenant. Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. The family may present information and documentation to SLHA to show why the asset income determination does not represent the family's anticipated asset income.

#### **11.3.4.1 Valuing Assets**

The calculation of asset income sometimes requires SLHA to make a distinction between an asset's market value and its cash value. The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account). The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

#### **11.3.4.2 Lump-Sum Receipts**

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account). For a discussion of lump-sum payments that

represent the delayed start of a periodic payment, most of which are counted as income, See chapters 11 and 12.)

#### ***11.3.4.3 Imputing Income from Assets***

When net family assets are \$5,000 or less, SLHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, SLHA will include in annual income the greater of the actual income derived from the assets or the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

#### ***11.3.4.4 Determining Actual Anticipated Income from Assets***

If it is necessary to use the value of the asset to compute the anticipated income from an asset, SLHA will use the market value of the asset. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

#### ***11.3.4.5 Withdrawal of Cash or Liquidation of Investments***

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

#### ***11.3.4.6 Jointly Owned Assets***

If an asset is owned by more than one person and any family member has unrestricted access to the asset, SLHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners. If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, SLHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, SLHA will prorate the asset evenly among all owners.

#### ***11.3.4.7 Assets Disposed of for Less than Fair Market Value***

Annual income includes as a current asset, any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

##### ***11.3.4.7.1 Minimum Threshold***

SLHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$5,000. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

#### 11.3.4.7.2 Separation or Divorce

Assets disposed of as part of a separation or divorce settlement are not considered disposed of for less than fair market value. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation or court order.

#### 11.3.4.7.3 Foreclosure or Bankruptcy

Assets disposed of as the result of a foreclosure or bankruptcy sale are not considered disposed of for less than fair market value.

### **11.3.4.8 Types of Assets**

#### 11.3.4.8.1 Checking and Savings Accounts

For regular checking accounts and savings accounts, cash value has the same meaning as market value. If a checking account does not bear interest, the anticipated income from the account is zero. In determining the value of a checking account, SLHA will use the closing monthly balance for the most recent available statement. In determining the value of a savings account, SLHA will use the current balance. In determining the anticipated income from an interest bearing checking or savings account, SLHA will multiply the value of the account by the current rate of interest paid on the account.

#### 11.3.4.8.2 Investment Accounts such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash. In determining the market value of an investment account, SLHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), SLHA will calculate asset income based on the earnings for the most recent reporting period.

#### 11.3.4.8.3 Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset 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) that would be incurred in selling the asset. A family may have real property as an asset in two ways; owning the property itself and holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero. In the case of a

mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset.

The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income. In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless SLHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

#### **11.3.4.9 Trusts**

A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

##### **11.3.4.9.1 Revocable Trusts**

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

##### **11.3.4.9.2 Non-Revocable Trusts**

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate.

#### **11.3.4.10 Retirement Accounts**

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, SLHA must know whether the money is accessible before retirement. While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset. After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member. IRA, Keogh and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

#### **11.3.4.11 Personal Property**

Personal property held as an investment, such as gems, coin collections, antique cars, etc., is considered an asset. In determining the value of personal property held as an investment, SLHA will use the family's estimate of the value. Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset. Necessary items of personal property are not considered assets. Necessary personal property consists of only those items not held as an investment, and may include

clothing, furniture, household furnishings, jewelry and vehicles, including those specially equipped for persons with disabilities.

#### ***11.3.4.12 Life Insurance***

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

### **11.3.5 Periodic Payments**

Periodic payments are forms of income received on a regular basis. Periodic payments included in annual income are as follows:

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities and similar forms of investments are counted only after they exceed the amount contributed by the family
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum

#### ***11.3.5.1 Lump-Sum Payments for the Delayed Start of a Periodic Payment***

Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income.

#### ***11.3.5.2 Treatment of Overpayment Deductions from Social Security Benefits***

SLHA will make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, SLHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

### **11.3.6 Payments in Lieu of Earnings**

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts.

### **11.3.7 Welfare Assistance**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need

that are made under programs funded separately or jointly by federal, state, or local governments.

#### ***11.3.7.1 Sanctions Resulting in the Reduction of Welfare Benefits***

SLHA will make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The requirements are summarized below. This rule applies only if the family was a public housing resident at the time the sanction was imposed.

##### **11.3.7.1.1 Covered Families**

The families covered by the sanction rule are those who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

##### **11.3.7.1.2 Imputed Income**

When an agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, SLHA will include in annual income imputed welfare income. SLHA will request that the welfare agency inform SLHA when the benefits of a participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned. This requirement does not apply to reductions in welfare benefits; at the expiration of the lifetime or other time limit on the payment of welfare benefits, if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or because a family member has not complied with other welfare agency requirements.

##### **11.3.7.1.3 Offsets**

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero.

#### **11.3.8 Periodic and Determinable Allowances**

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

##### ***11.3.8.1 Alimony and Child Support***

SLHA will count alimony or child support amounts awarded as part of a divorce or separation agreement. SLHA will count court-awarded amounts for alimony and child support unless SLHA verifies that: the payments are not being made, and the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

#### **11.3.8.2 Regular Contributions or Gifts**

SLHA will count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family. Temporary, nonrecurring or sporadic income and gifts are not counted. Examples of regular contributions include regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards and car payments), cash or other liquid assets provided to any family member on a regular basis. For contributions that may vary from month to month (e.g., utility payments), SLHA will include an average amount based upon past history.

### **11.4 Income Excluded from Annual Income**

#### **11.4.1 Temporary, Nonrecurring, or Sporadic Income**

Temporary, nonrecurring or sporadic income is not included in annual income. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days.

#### **11.4.2 Children's Earnings**

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income.

#### **11.4.3 Certain Earned Income of Full-Time Students**

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, life partner or co-head) are not counted. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program. Any student financial assistance not subject to inclusion is fully excluded from annual income, whether it is paid directly to the student or to the educational institution the student is attending.

#### **11.4.4 Income of a Live-In Aide**

Income earned by a live-in aide is not included in annual income. (See Eligibility Chapter 8 for a full discussion of live-in aides.)

#### **11.4.5 Income Earned under Certain Federal Programs**

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))



- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

#### **11.4.6 Resident Service Stipend [24 CFR 5.600( c )(8)(iv)]**

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for SLHA, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

#### **11.4.7 State and Local Employment Training Programs**

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program.

SLHA defines training program as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to classroom training in a specific occupational skill, on-the-job training with wages subsidized by the program, or basic education.

SLHA defines incremental earnings and benefits as the difference between the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and the total amount of welfare assistance and earnings of the family member after enrollment in the program. In calculating the incremental difference, SLHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058. End of participation in a training program must be reported in accordance with SLHA's interim reporting requirements.

#### **11.4.8 HUD-Funded Training Programs**

Amounts received under training programs funded in whole or in part by HUD are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Housing Choice Vouchers administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program and other grant funds received from HUD. To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

#### **11.4.9 Earned Income Tax Credit**

Earned income tax credit (EITC) refund payments (26 U.S.C. 32(j)) are excluded from annual income. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

#### **11.4.10 Periodic Payments Excluded from Annual Income**

The following periodic payments are excluded from annual income:

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone). Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Amounts received under the Low-Income Home Energy Assistance Program
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- Lump sums received as a result of delays in processing Social Security and SSI payments
- Lump sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA)

#### **11.4.11 Additional Exclusions from Annual Income**

Other exclusions that have not been discussed earlier in this chapter include the following:

- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains and settlement for personal or property losses (but see the paragraph on payments in lieu of earnings, above)
- Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received by a person with a disability, that are disregarded for a limited time, for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- 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
- 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
- Adoption assistance payments in excess of \$480 per adopted child
- 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
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- 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, including the following:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)]
- Payments received under the Alaska Native Claims Settlement Act. [43 USC § 1626(c)]
- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes. [25 USC § 459(e)]
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504]
- The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408). This exclusion does not include proceeds of gaming operations regulated by the Commission
- Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)) shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327) (as amended)
- Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g)
- Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the “In Re Agent Orange product” liability litigation. [M.D.L. No. 381 (E.D.N.Y.)]
- Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785]
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26U.S.C. 32(l))
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433)
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

- Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821)
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c))
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))  
Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4))
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291)
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4))
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a))
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

## **11.5 Household Composition and Income**

Income received by all family members must be counted unless specifically excluded. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed in Chapter 8.

## **11.6 Earned Income Disallowance [24 CFR 960.255 and Notice PIH 2016-05]**

The Earned Income Disregard (EID) is the disallowance for increases in income as a result of employment of individual family members. SLHA will not increase the monthly rental payment of an eligible family because of increased income due to employment during the 12-month period beginning on the date in which the employment is commenced. EID encourages people to enter the work force by not including the full value of increases in earned income for a period of time.

### **11.6.1 Eligibility**

EID applies only to individuals in families already participating in the public housing program (not at initial examination or income targeting for admission). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

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

### **11.6.2 Calculation of the Disallowance**

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

### **11.6.3 Initial 12-Month Exclusion**

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

### **11.6.4 Second 12-Month Exclusion and Phase-In**

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

### **11.6.5 Lifetime Limitation**

EID has a 24 calendar month duration. The 24 calendar month period begins when a family member is determined to be eligible for the EID and continues without interruption for 24 consecutive months, even if the family member discontinues the employment that initially qualified the family for the EID. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Housing Choice Voucher assistance, or if there are breaks in assistance. During the 24 calendar month eligibility period, SLHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period). At the end of the 24 calendar months, the EID ends regardless of how many months have been "used".

### **11.6.6 Jobs Plus Earned Income Disregard (JPEID) – Clinton Peabody only**

SLHA will disallow all earned income from rent determinations for families participating in the Jobs-Plus Pilot Program at Clinton Peabody. The disregard applies to all earned income increases due to employment over the baseline income for the remaining term of the grant beginning on the date on which employment commenced. To qualify for JPEID, the family members must be enrolled in the Jobs-Plus program. There shall be no phase-in period for families participating in Jobs-Plus and upon completion of the grant, the family shall be required to provide 100% of the amount of the applicable total rent increase. The standard lifetime maximum 24-month disallowance proscribed in 11.6.5 shall not apply to families participating in Jobs-Plus.

## **Chapter 12 Verifying Income**

### **12.1 Overview**

All income from applicants and residents must be verified by a third party. SLHA's verification requirements are designed to maintain program integrity. This chapter explains SLHA's policies for verification of income and assets. This chapter lists the documents required for verification in hierarchy order. All income verification processes must comply with this hierarchy.

Applicants and residents must provide true and complete information to SLHA whenever information is requested. SLHA will obtain written authorization from the family before requesting information from independent sources. The verification process shall be completed using the verification hierarchy discussed in Chapter 7. This chapter lists the documents required for verification in hierarchy order.

### **12.2 Employment Income**

Income from employment shall be verified using the following methods in the order that each method is listed below:

#### **12.2.1 EIV**

SLHA will obtain EIV income reports for each reexamination. Reports will be generated as part of the regular reexamination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV employer data, SLHA will use current resident provided pay stubs to calculate the projected annual income. SLHA will make every effort to obtain current and consecutive pay stubs dated within the last 60 days. If the family disputes the EIV income report, SLHA will accept UIV information, current acceptable tenant provided documentation and/or traditional third party verification form(s), in hierarchy order, to verify the disputed information. Employment income information is not available on EIV for applicants.

#### **12.2.2 UIV**

If employment income information is unavailable through EIV or the family disputes the employment income information in EIV, SLHA shall use UIV information as the next level of verification. The UIV sources of verification for employment income are The Work Number and employer provided websites that contain payment history information. The applicant or resident must provide access to the employer website.

#### **12.2.3 Third Party Written Verification**

If employment income information is unavailable through EIV or UIV, SLHA shall use third party written verification in the form of third party documents provided by the family as the next level of verification. Acceptable documents (generated by a third party source) are: pay check stubs, payroll summary report, employer notice/letter of hire/termination, employer letters of expected earnings, W-2 forms, tax returns, bank statements, unemployment monetary benefit notices and other current authentic documents from a third party that verify the income amount.

#### **12.2.4 Written Third Party Verification Form**

If employment income information is unavailable through EIV, UIV or third party written verification, SLHA shall use the third party written verification form. Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Estimated income from overtime, tips, bonus pay expected during next 12 months
- Name and telephone number of person completing the form

#### **12.2.5 Oral Verification**

If employment income information is unavailable through EIV, UIV, third party written verification, or the third party written verification form, SLHA shall use oral verification. SLHA shall document the telephone number, date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family's file.

#### **12.2.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.3 Social Security and Supplementary Security Income**

Income from Social Security (SS) and Supplementary Security Income (SSI) shall be verified using the following methods in the order that each method is listed below:

#### **12.3.1 EIV**

SLHA will obtain EIV income reports for each reexamination. Reports will be generated as part of the regular reexamination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV data, SLHA will calculate the projected annual income using the EIV data. If the family disputes the EIV income report, SLHA will request a benefit award letter issued within the last 60 days. SS and SSI income information is not available on EIV for applicants.

#### **12.3.2 UIV**

There is no UIV source for SS and SSI income information.

#### **12.3.3 Third Party Written Verification**

If SS and SSI income information is unavailable through EIV, SLHA will request the family provide a copy of their SS and/or SSI benefit letter, dated within the last 60 calendar days, for each household member that receives SS and/or SSI benefits. The family may request a benefit verification letter from SSA's website, Social Security Online, at [www.socialsecurity.gov](http://www.socialsecurity.gov) or request a Proof of Income Letter from SSA's toll-free number (800-772-1213). This service is free and SSA will send the letter to the family within 10 business days. SLHA will obtain the original SSA benefit letter from the individual, make a photocopy of the document for the file and return the original document to the individual.

#### **12.3.4 Written Third Party Verification Form**

There is no written third party verification form source for SS and SSI income information.



#### **12.3.5 Oral Verification**

Oral verification is not an acceptable verification method for SS and SSI income information.

#### **12.3.6 Self-Certification**

Self-Certification is not an acceptable verification method for SS and SSI income information.

### **12.4 Unemployment Compensation**

Income from unemployment compensation shall be verified using the following methods in the order that each method is listed below:

#### **12.4.1 EIV**

SLHA will obtain EIV income reports for each reexamination. Reports will be generated as part of the regular reexamination process. Income reports will be compared to family-provided information. If the family does not dispute the EIV unemployment compensation data, SLHA will use the current tenant-provided unemployment benefit report to calculate the projected annual income. If the family disputes the EIV income report, SLHA will accept UIV information, current acceptable tenant provided documentation and/or traditional third party verification form(s), in hierarchy order, to verify the disputed information. Unemployment compensation income information is not available on EIV for applicants.

#### **12.4.2 UIV**

The UIV source of verification for unemployment compensation income is the State's website that contains payment history information. The applicant or resident must provide access to the website.

#### **12.4.3 Third Party Written Verification**

If unemployment compensation income is unavailable through UIV, SLHA shall use third party written verification in the form of third party documents provided by the family as the next level of verification. The acceptable document is the unemployment monetary benefit notice.

#### **12.4.4 Written Third Party Verification Form**

If unemployment compensation income information is unavailable through EIV, UIV or third party written verification, SLHA shall use the third party written verification form to verify the benefit to the appropriate state agency. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit and the name and telephone number of the person completing the form.

#### **12.4.5 Oral Verification**

If unemployment compensation income information is unavailable through EIV, UIV, third party written verification, or the third party written verification form, SLHA shall use oral verification. SLHA shall document the telephone number, the date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family's file.

#### **12.4.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported unemployment compensation income from the family. This verification method should be used as a last resort.

When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

## **12.5 Welfare Payments or General Assistance**

Income from welfare payments (known as Temporary Assistance for Needy Families or TANF) or general assistance shall be verified using the following methods in the order that each method is listed below:

### **12.5.1 EIV**

TANF or general assistance income information is not available through EIV.

### **12.5.2 UIV**

There is no UIV source for TANF or general assistance income information.

### **12.5.3 Third Party Written Verification**

SLHA shall use third party written verification in the form of third party documents provided by the family to verify TANF or general assistance income information. The acceptable documents include benefit award letters, sanction notification letters, computer print outs of benefit payment history, computer print outs of EBT card history (EBT card information must be redacted from the document before the document is placed in the file) and other documents generated by the Division of Family Service (DFS) that indicate the amount of the benefit.

### **12.5.4 Written Third Party Verification Form**

If TANF or general assistance income information is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the benefit. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit, any sanctions imposed on the family and the name and telephone number of the person completing the form.

### **12.5.5 Oral Verification**

If TANF or general assistance income information is unavailable through third party written verification or the third party written verification form, SLHA shall use oral verification. This verification should be completed by using the state's toll free number for verification of benefits. SLHA shall document the telephone number, the date and time of the telephone call, and the name of the person contacted, along with the confirmed information in the family's file.

### **12.5.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

## **12.6 Alimony or Child Support Payments**

Income from alimony or child support payments shall be verified using the following methods in the order that each method is listed below:

### **12.6.1 EIV**

Alimony or child support income information is not available through EIV.

#### **12.6.2 UIV**

The UIV sources of verification for alimony or child support income information are the payment history printout on the child support enforcement website for all cases where the child support enforcement agency is making payments to the family. If the family is not under the jurisdiction of the child support enforcement agency, the information published on the Missouri Case Net website (<https://www.courts.mo.gov/casenet/base/welcome.do>) is used to verify child support amounts. Websites that provide similar information to the Missouri website should be used as the UIV source for information for other states. The applicant or resident may need to provide the information to access the websites.

#### **12.6.3 Third Party Written Verification**

If alimony or child support income information is unavailable through UIV, SLHA shall use third party written verification in the form of third-party documents provided by the family to verify income information. The acceptable documents include computer print outs of payment history, copies of court orders or cancelled checks. If the family claims that they are not receiving regular payment and the family is not under the jurisdiction of the child support enforcement agency, the family must provide a written statement from the attorney or other collection entity that the family has made independent efforts to collect child support payments.

#### **12.6.4 Written Third Party Verification Form**

If alimony or child support income information is unavailable through third party written verification, SLHA shall use the third-party written verification form to verify the benefit. The verification form will request the date the benefit began, the amount of the benefit, anticipated changes in the benefit, any sanctions imposed on the family and the name and telephone number of the person completing the form.

#### **12.6.5 Oral Verification**

If alimony or child support income information is unavailable through third party written verification or the third-party written verification form, SLHA shall use oral verification. SLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

#### **12.6.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.7 Pensions**

Income from pensions shall be verified using the following methods in the order that each method is listed below:

#### **12.7.1 EIV**

Pension income information is not available through EIV.

### **12.7.2 UIV**

The UIV source of verification for pension income is a website from the pension provider that contains payment history information. The applicant or resident must provide access to the website.

### **12.7.3 Third Party Written Verification**

If pension income information is unavailable through UIV, SLHA shall use third party written verification in the form of third-party documents provided by the family to verify the information. The acceptable documents include award letters, computer print outs of payment history, bank statements, account statements, check stubs or other documents generated from the pension provider that state the amount of the pension payment.

### **12.7.4 Written Third Party Verification Form**

If pension income information is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the income. The verification form will request the date the payments began, the amount of the payment, anticipated changes in the payments and the name and telephone number of the person completing the form.

### **12.7.5 Oral Verification**

If pension income information is unavailable through third party written verification or the third party written verification form, SLHA shall use oral verification. SLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

### **12.7.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

## **12.8 Net Income from a Business**

Net income from a business shall be verified using the following methods in the order that each method is listed below:

### **12.8.1 EIV**

Business income information is not available through EIV.

### **12.8.2 UIV**

There is no UIV source for business income information.

### **12.8.3 Third Party Written Verification**

In order to verify the net income from a business, SLHA will rely primarily on IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. The acceptable documents include IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income) (Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.) and audited or

unaudited financial statement(s) of the business. Other documents that may be used to verify net business income are manifests, appointment books, ledgers, bank statements and receipts. These documents will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available. Credit reports and loan applications may also be used to verify the income.

#### **12.8.4 Written Third Party Verification Form**

There is no written third party verification form source for business income information.

#### **12.8.5 Oral Verification**

If business income information is unavailable through third party written verification, SLHA shall use oral verification. SLHA shall document the telephone number, date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

#### **12.8.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.9 Recurring Gifts**

Recurring gifts shall be verified using the following methods in the order that each method is listed below:

#### **12.9.1 EIV**

Recurring gifts income information is not available through EIV.

#### **12.9.2 UIV**

There is no UIV source for recurring gifts income information.

#### **12.9.3 Third Party Written Verification**

SLHA shall use third party written verification in the form of third party documents provided by the family to verify the information. The acceptable document is a letter from the gift donator that states who is providing the gifts, the value of the gifts and the regularity (dates) of the gifts.

#### **12.9.4 Written Third Party Verification Form**

There is no written third party verification form source for recurring gifts income information.

#### **12.9.5 Oral Verification**

If recurring gift income information is unavailable through third party written verification, SLHA shall use oral verification. SLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

#### **12.9.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.10 Income from Assets**

#### **12.10.1 Savings Account Interest Income and Dividends**

Income from savings account interest and dividends shall be verified using the following methods in the order that each method is listed below:

##### ***12.10.1.1 EIV***

Savings account interest and dividends income information is not available through EIV.

##### ***12.10.1.2 UIV***

The UIV source of verification for savings account interest and dividends income is a website from the financial institution for the account that contains payment history information. The applicant or resident must provide access to the website.

##### ***12.10.1.3 Third Party Written Verification***

If savings account interest and dividends income information is unavailable through UIV, SLHA shall use third party written verification in the form of third party documents provided by the family to verify the information. The acceptable documents include account statements, passbooks, certificates of deposit, broker's statements showing value of stocks or bonds and the earnings credited to the family or IRS Form 1099 from the financial institution.

##### ***12.10.1.4 Written Third Party Verification Form***

If savings account interest and dividends income information is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the income. The verification form will request the amount of the earnings in the last 12 months, anticipated changes in the amount of earnings and the name and telephone number of the person the form.

##### ***12.10.1.5 Oral Verification***

If asset income information is unavailable through third party written verification, or third party written verification form SLHA shall use oral verification. SLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

##### ***12.10.1.6 Self-Certification***

If none of the other verification techniques are successful in obtaining the necessary information SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.10.2 Interest Income from Mortgages or Similar Arrangements**

Interest income from mortgages or similar arrangements shall be verified using the following methods in the order that each method is listed below:

#### ***12.10.2.1 EIV***

Interest income from mortgages or similar arrangements information is not available through EIV.

#### ***12.10.2.2 UIV***

The UIV source of verification for interest income from mortgages or similar arrangements is a website from the financial institution for the account that contains payment history information. The applicant or resident must provide access to the website.

#### ***12.10.2.3 Third Party Written Verification***

If interest income from mortgages or similar arrangements is unavailable through UIV, SLHA shall use third party written verification in the form of third party documents provided by the family to verify the information. Acceptable documents include a letter from an accountant, attorney, real estate broker, the buyer or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown or an amortization schedule showing interest for the 12 months is provided).

#### ***12.10.2.4 Written Third Party Verification Form***

If interest income from mortgages or similar arrangements information is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the income. The verification form will request the amount of the earnings in the last 12 months, anticipated changes in the amount of earnings and the name and telephone number of the person completing the form.

#### ***12.10.2.5 Oral Verification***

If interest income from mortgages or similar arrangements information is unavailable through third party written verification or third party written verification form SLHA shall use oral verification. SLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

#### ***12.10.2.6 Self-Certification***

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file with the reason third party verification was not available.

### **12.10.3 Net Rental Income from Property Owned by Family**

Net rental income shall be verified using the following methods in the order that each method is listed below:

#### ***12.10.3.1 EIV***

Net rental income is not available through EIV.

#### **12.10.3.2 UIV**

There is no UIV source of verification for net rental income.

#### **12.10.3.3 Third Party Written Verification**

SLHA shall use third party written verification in the form of third party documents provided by the family to verify the net rental income information. The acceptable documents include IRS Form 1040 with Schedule E (Rental Income), copies of latest rent receipts, leases, or other documentation of rent amounts, documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense and lessee's written statement verifying rent payments to the family.

#### **12.10.3.4 Written Third Party Verification Form**

The third party written verification form method of verification is not available for the verification of net rental income.

#### **12.10.3.5 Oral Verification**

The oral verification form method of verification is not available for the verification of net rental income.

#### **12.10.3.6 Self-Certification**

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.10.4 Valuing Family Assets**

To determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash), SLHA will use the following methods in the order that each method is listed below:

#### **12.10.4.1 EIV**

Information relating to the value of family assets is not available through EIV.

#### **12.10.4.2 UIV**

There is no UIV source of verification for valuing family assets.

#### **12.10.4.3 Third Party Written Verification**

SLHA shall use third party written verification in the form of third party documents provided by the family to verify the value of family assets. The acceptable documents include letters, or documents from a financial institution or broker, passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker. Acceptable documents also include quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate or real estate tax statements if the approximate current market value can be deduced from assessment. In addition, acceptable documents are financial statements for business assets, copies of closing documents showing the selling price



and the distribution of the sales proceeds or appraisals of personal property held as an investment.

#### ***12.10.4.4 Written Third Party Verification Form***

If information on the value of family assets is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the value. The verification form will request the value of the asset, anticipated changes in the value of the asset and the name and telephone number of the person completing the form.

#### ***12.10.4.5 Oral Verification***

If information on the value of family assets is unavailable through third party written verification or the third party written verification form, SLHA shall use oral verification. SLHA shall document the telephone number, the date and time of the telephone call and the name of the person contacted, along with the confirmed information in the family's file.

#### ***12.10.4.6 Self-Certification***

If none of the other verification techniques are successful in obtaining the necessary information, SLHA will accept an affidavit or notarized statement of reported income from the family. This verification method should be used as a last resort. When this verification method is used SLHA must document in the family's file the reason third party verification was not available.

### **12.10.5 Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

SLHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification. If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: all assets disposed of for less than FMV, the date they were disposed of, the amount the family received, and the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

### **12.11 Zero Income Status**

SLHA will check UIV sources and/or request information from third party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by families claiming to have zero annual income. Income of families claiming to have zero income will be reviewed at least every six months.

## **Chapter 13 Adjustments to Annual Income**

### **13.1 Overview**

This chapter defines the allowable expenses and deductions to be subtracted from annual income to determine the family's adjusted annual income. SLHA will use the methods as set forth in this chapter to determine accurate adjustments to income to ensure that families are not paying more or less for rent than their obligation. SLHA must verify all adjustments to annual income. Verification requirements are provided in Chapters 7 and 14

### **13.2 Dependent Deduction**

SLHA will deduct \$480 from the annual income for each dependent. A dependent is any family member other than the head, spouse, life partner or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full time student. Foster children, foster adults and live-in aides are never dependents.

### **13.3 Elderly or Disabled Family Deduction**

SLHA will deduct \$400 from the annual income for any elderly or disabled family. An elderly family is a family whose head, spouse, life partner, co-head or sole member is 62 years of age or older. A disabled family is a family whose head, spouse, life partner, co-head or sole member is a person with disabilities. Only a single \$400 will be taken per family.

### **13.4 Medical Expenses Deduction**

SLHA will deduct unreimbursed medical expenses from the annual income to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. The medical expense deduction is only for families in which the head, spouse, life partner or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are included in the determination of the amount of the deduction.

#### **13.4.1 Definition of Medical Expenses**

Medical expenses means expenses of medical needs, including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. SLHA will use the guidance in IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses. Allowable medical expenses include the following:

- Services of medical professionals
- Surgery and medical procedures that are necessary, legal, non-cosmetic
- Services of medical facilities
- Hospitalization, long-term care, and in-home nursing services
- Prescription medicines and insulin, but not non-prescription medicines even if recommended by a doctor
- Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)
- Substance abuse treatment programs
- Psychiatric treatment
- Ambulance services and some costs of transportation related to medical expenses

- The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)
- Cost and continuing care of necessary service animals
- Medical insurance premiums or the cost of a health maintenance organization (HMO)

The above list provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

## **13.5 Disability Assistance Expenses Deduction**

SLHA will deduct reasonable expenses for attendant care and auxiliary apparatus for a disabled family member if they: are necessary to enable a family member 18 years or older to work, are not paid to a family member or reimbursed by an outside source, in combination with any medical expenses, exceed three percent of annual income, and do not exceed the earned income received by the family member who is enabled to work.

### **13.5.1 Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work. The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, SLHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities and any special needs of the person with disabilities that might determine which family members are enabled to work.

The disability expense deduction is capped by the amount of earned income received by family members who are 18 years of age or older and who are able to work because of the expense. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

### **13.5.2 Eligible Disability Expenses**

#### ***13.5.2.1 Eligible Auxiliary Apparatus***

Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work. Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming and other continuing costs of care, will be included.

#### ***13.5.2.2 Eligible Attendant Care***

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with

hearing impairments and readers for persons with visual disabilities. Attendant care expenses will be included for the period that the person enabled to work is employed, plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible. If the care attendant also provides other services to the family, SLHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

No disability assistance expenses may be deducted for payments to a member of an assisted family. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

### **13.5.3 Necessary and Reasonable Expenses**

Disability expenses must be necessary and reasonable. The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source. SLHA will determine the reasonableness of the expenses based on typical costs of care or apparatus in the area.

## **13.6 Families That Qualify for Both Medical and Disability Assistance Expenses**

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, SLHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

## **13.7 Childcare Expense Deduction**

SLHA will deduct reasonable expenses for childcare for the amount anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. Childcare expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household. However, childcare expenses for foster children that are living in the assisted family's household are included when determining the family's childcare expenses.

### **13.7.1 Qualifying for the Deduction**

#### ***13.7.1.1 Determining Who Is Enabled to Pursue an Eligible Activity***

The family must identify the family member(s) enabled to pursue an eligible activity. In evaluating the family's request, SLHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special

needs of the child that might help determine which family member is enabled to pursue an eligible activity.

***13.7.1.2 Seeking Work***

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The fact that a family member is receiving unemployment compensation is sufficient evidence that the family member is seeking employment. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by SLHA.

***13.7.1.3 Furthering Education***

If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed.

***13.7.1.4 Being Gainfully Employed***

If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

## **Chapter 14 Verifying Adjustments to Annual Income**

### **14.1 Overview**

SLHA's verification requirements are designed to maintain program integrity. This chapter explains the detailed verification requirements for adjustments to annual income.

### **14.2 Dependent Deductions**

To allow a dependent deduction SLHA must verify that:

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

#### **14.2.1 Verifying Age and Family Relationship**

SLHA shall verify age and family relationship using the verification method outlined in Chapter 9.

#### **14.2.2 Verifying Full-Time Student Status**

Full-time student status must be verified at each reexamination. To verify full-time student status, SLHA will use the following methods in the order that each method is listed below:

##### ***14.2.2.1 Third Party Written Verification***

SLHA shall use third party written verification in the form of third party documents provided by the family as the preferred method to verify full time student status. The acceptable documents include letters from the school verifying status, schedules, report cards, award letters, computer print outs indicating status, or other documents generated by the school that indicates the student's status.

##### ***14.2.2.2 Written Third Party Verification Form***

If student status information is unavailable through third party written verification, SLHA shall use the third party written verification form to verify the student status. The verification form will ask the school to verify the student's status, and the name and telephone number of the person completing the form.

### **14.3 Elderly/Disabled Family Deduction**

To allow an elderly/disabled family deduction, SLHA must verify that the head, spouse, life partner, or co-head is 62 years of age or older or a person with disabilities. SLHA shall verify age and disability relationship using the verification method outlined in Chapter 9.

### **14.4 Medical Expense Deduction**

To allow a medical expense deduction, SLHA must verify the following:

- The household is eligible for the deduction
- The costs to be deducted are qualified medical expenses
- The expenses are not paid for or reimbursed by any other source
- The amount of the expenses

#### **14.4.1 Eligible Household**

To allow a medical expense deduction SLHA must verify that the head, spouse, life partner, or co-head is 62 years of age or older or a person with disabilities. SLHA shall verify age and disability status using the verification method outlined in Chapter 9.

#### **14.4.2 Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses as outlined in Chapter 13.

#### **14.4.3 Unreimbursed Expenses**

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source. SLHA will require the family to certify that the medical expenses are not paid or reimbursed to the family from any source.

#### **14.4.4 Amount of Expenses**

To verify the amount of medical expenses, SLHA will use the following methods in the order that each method is listed below:

##### ***14.4.4.1 EIV***

EIV provides data on Medicare insurance premium for some participants. If the information is available on EIV, the data will indicate if the participant or third party is paying the premium. If the participant is paying the premium, the amount will be included in the medical expense deduction calculation. All medical expense deduction information is not available in EIV; other eligible expenses must be verified using other methods.

##### ***14.4.4.2 Third Party Written Verification***

SLHA shall use third party written verification in the form of third party documents provided by the family as the preferred method to verify medical expenses. The acceptable documents include computer printouts listing expenses, receipts, spend-down documents, letters from insurance companies or agencies listing premiums or other documents generated by a third party listing unreimbursed expenses.

##### ***14.4.4.3 Written Third Party Verification Form***

If medical expense information is unavailable through third party written verification, SLHA shall use the third party written verification form to the health care provider to verify the expenses. The verification form will list the unreimbursed expenses and the name and telephone number of the person completing the form.

### **14.5 Disability Assistance Expenses**

To allow a disability assistance expenses deduction, SLHA must verify the following:

- The family member for whom the expense is incurred is a person with disabilities
- The expense permits a family member, or members, to work
- The expense is not reimbursed from another source
- The amount of the expense

#### **14.5.1 Family Member is a Person with Disabilities**

To allow a disability assistance expense deduction, SLHA must verify that the costs for attendant care or auxiliary apparatus expense are associated with a person with disabilities. SLHA shall verify disability status using the verification method outlined in Chapter 9.

#### **14.5.2 Family Member(s) Permitted to Work**

SLHA will request the family to provide a document from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. If the family does not provide the document, SLHA will send a third party verification form to the knowledgeable medical professional to obtain the information. If third party verification has been attempted and is either unavailable or proves unsuccessful, SLHA will attempt to obtain oral verification of the information. If SLHA is unable to get the information from a third party source, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

#### **14.5.3 Unreimbursed Expenses**

To be eligible for the disability assistance expense deduction, the costs must not be reimbursed by another source. SLHA will require the family to certify that the medical expenses are not paid or reimbursed to the family from any other source.

#### **14.5.4 Amount of Expenses**

To verify the amount of disability assistance expense, SLHA will use the following methods in the order that each method is listed below:

##### ***14.5.4.1 Third Party Written Verification***

SLHA shall use third party written verification in the form of third party documents provided by the family as the preferred method to verify disability assistance expense. The acceptable documents include receipts, cancelled checks, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months or other documents generated by a third party listing unreimbursed expenses.

##### ***14.5.4.2 Written Third Party Verification Form***

If disability assistance expense information is unavailable through third party written verification, SLHA shall use the third party written verification form to the rehabilitation agency or knowledgeable medical professional to verify the expenses. The verification form will list the unreimbursed expenses and the name and telephone number of the person completing the form.

### **14.6 Child Care Expenses**

To allow a child care expense deduction, SLHA must verify the following:

- The child is eligible for care
- The costs claimed are not reimbursed
- The costs enable a family member to pursue an eligible activity
- The costs are reasonable
- The amount of the expense



#### **14.6.1 Eligible Child**

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. SLHA shall verify age using the verification method outlined in Chapter 9.

#### **14.6.2 Unreimbursed Expense**

To be eligible for the childcare deduction, the costs must not be reimbursed by another source. The provider or family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any other source.

#### **14.6.3 Pursuing an Eligible Activity**

##### ***14.6.3.1 Seeking Work***

SLHA will use documentation from a State or local agency that monitors work-related requirements (e.g., welfare or unemployment).

##### ***14.6.3.2 Furthering Education***

SLHA will request third party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

##### ***14.6.3.3 Gainful Employment***

SLHA will use the third party information gathered, as part of the income verification requirements outlined in Chapter 11 to verify employment.

#### **14.6.4 Reasonableness of Expenses**

SLHA will verify the reasonableness of childcare costs by comparing the actual costs the family incurs to the State's published childcare reimbursement standards. If the family presents a justification for costs that exceed typical costs in the area, SLHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

#### **14.6.5 Amount of Expenses**

To verify the amount of childcare expenses, SLHA will use the following methods in the order that each method is listed below:

##### ***14.6.5.1 Third Party Written Verification***

SLHA shall use third party written verification in the form of third party documents provided by the family as the preferred method to verify childcare expense. The acceptable documents include receipts, cancelled checks, billing statements that show payment amounts, computer print outs showing payment amount or other documents generated by a third party listing unreimbursed expenses.

##### ***14.6.5.2 Written Third Party Verification Form***

If childcare expense information is unavailable through third party written verification, SLHA shall use the third party written verification form provided to the childcare provider to verify the expenses. The verification form will list the names and ages of the children, the amount of unreimbursed expenses, the number of hours per week of care, the tax identification or social security number of the provider and the name and telephone number of the person completing the form.

## **Chapter 15 Occupancy Standards**

### **15.1 Overview**

SLHA has established occupancy standards to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. These standards describe the methodology and factors that SLHA uses to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size.

### **15.2 Determining Unit Size**

In selecting a family to occupy a particular unit, SLHA will match characteristics of the family with the type of unit available, for example, number of bedrooms. Units will be assigned to applicants so that no less than one and no more than two persons will occupy a bedroom. Unit assignments will also be based on the following:

- Persons of the opposite sex (other than a spouse or life partner) will not be required to share a bedroom
- Persons of different generations will not be required to share a bedroom
- Generally, two children of the opposite sex will be required to share a bedroom if both are under age five
- Two children of the same sex will be required to share a bedroom regardless of age
- A child shall not be required to share a bedroom with a parent
- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family
- Single person families will be allocated a zero or one bedroom
- Foster children will be included in determining unit size
- Space may be provided for children away at school but who live with family during school recesses
- Space is not provided for a family member, other than a spouse or life partner, who will be absent most of the time, such as a member who is away in the military
- A separate bedroom may be provided for an individual family member if the family presents documentation from professional resources sufficient to convince SLHA that the individual's physical or mental health requires separate sleeping quarters

No assignment of units will be made which requires the use of the living room for sleeping.

SLHA will reference the following chart in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

### 15.3 Exception to Occupancy Standards

SLHA will consider granting exceptions to the occupancy standards at the family's request if it is determined that the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

The family must request any exception to the occupancy standards in writing (except for a request for a reasonable accommodation). The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional (e.g., doctor or health professional).

Exceptions will be considered for the following:

- Larger bedroom size is needed for medical equipment due to the size and/function, or as a reasonable accommodation for a person with disabilities,
- To prevent vacancies an applicant family may be permitted to occupy a larger unit than the occupancy standard permits. However, the family must agree to move to suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer
- Requests from applicants to be placed on the waiting list for a unit size smaller than designated by unit assignments will be approved as long as the unit is not overcrowded according to occupancy standards or local code. The family's unit size will remain the same unless there is a change in the family's composition.

The family's continued need for an additional bedroom due to special medical equipment must be re-verified at each annual reexamination. SLHA will notify the family of its determination in writing. If a family's request is denied, the notice will inform the family of their right to request an informal hearing.

## Chapter 16 Unit Offers

[24 CFR 1.4(b)(2)(ii); 24 CFR 960.208]

### 16.1 Overview

SLHA will assign eligible applicants to dwelling units in accordance with this policy that is consistent with civil rights and nondiscrimination requirements. This section describes the policies with regard to how units are offered and the number of unit offers that will be made to applicants selected from the waiting list. This chapter also describes SLHA's policies for offering units with accessibility features and rejecting unit offers.

### 16.2 Unit Offers

#### 16.2.1 Determining Number of Vacancies and Applicants

The management agent should anticipate the number of vacancies, by unit size, at each development and determine the number of additional eligible applicants the development needs to fill these anticipated vacancies. The management agent should then determine the number of applicants that need to be called from the waiting list to fill the anticipated vacancies by determining the percentage of applicants summoned to the eligibility interviews who appear for the interview and the percentage of applicants who complete the eligibility requirements for public housing. The management agent should use the historical attrition rate data to anticipate vacancies, and use the interview show-up data and applicant eligibility success rate for the last six months to determine the number of applicants needed to fill the vacancies.

#### 16.2.2 Order of Unit Offers

The management agent shall select a group of applicants from the waiting list that contains a sufficient number of applicants it has determined are necessary to fill the anticipated vacancies in accordance with the applicant selection policies outlined in Chapter 6. Unit offers shall be made by unit size, to the applicants in the order they are determined eligible and considering rank order. Units at developments that are designated elderly will only be offered to applicants that qualify for those developments.

#### 16.2.3 Number of Offers

SLHA will offer one suitable vacant unit from the development's vacancy list to the next eligible applicant. An applicant will receive a written confirmation of a unit offer and must respond to accept or reject the offer within five business days from the date of the written offer.

If an applicant does not respond to the unit offer within five business days from the date of the offer, the application will be withdrawn and the applicant will be required to reapply.

### 16.3 Accessible Unit Offers

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant SLHA must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under SLHA's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, SLHA will offer the unit to a non-disabled applicant. When offering an accessible unit to a non-disabled applicant, SLHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

#### **16.4 Refusal of Unit Offer with Good Cause**

Applicants may refuse to accept a unit offer for good cause. Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- If an applicant represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA. SLHA may request that the applicant submit documentation to SLHA in accordance with the procedures set forth in SLHA's Emergency Transfer Plan attached to this ACOP.
- A health professional verifies temporary hospitalization or recovery from illness of a principal household member, other household members (as listed on final application) or live-in aide necessary for the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

In the case of a unit refusal for good cause the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse. SLHA will require documentation of good cause for unit refusals.

#### **16.5 Unit Refusal without Good Cause**

When an applicant rejects the unit offer without good cause, SLHA will remove the applicant's name from the waiting list. The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply when the waiting list is open. If the applicant is on more than one site-based waiting list, the refusal of a unit in one development will not affect the applicant's position on the waiting list for the other development.

# Chapter 17 Inspections

[24 CFR 5.705, 24 CFR 966.4 (l) and CFR 966.4 (h)]

## 17.1 Overview

SLHA conducts several types of inspections, an annual physical conditions inspection, move-in inspection to inspect each dwelling unit prior to family occupying the unit and a move-out inspection to determine the condition when the family moves out. In addition, SLHA may require additional inspections. This section contains SLHA's policies governing inspections, notification of unit entry and inspection results.

## 17.2 Types of Inspections

SLHA may perform these types of inspections:

### 17.2.1 Move-In Inspection

The lease requires that prior to a family occupying a public housing unit; a move-in inspection will be conducted. Any adult family member may attend the inspection and sign the inspection form for the head of household. A copy of the initial inspection, signed by SLHA and the resident, will be provided to the family and a copy kept in the resident file.

### 17.2.2 Annual Inspection

SLHA must inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). This inspection is to insure that the units are maintained in a manner that meets the physical condition standards.

### 17.2.3 REAC Inspection

HUD, through third party inspectors, will inspect a random selection of occupied units using HUD's Uniform Physical Conditions Standards to ensure that the units, building systems and buildings meet the physical condition standards.

### 17.2.4 Move-Out Inspection

SLHA will inspect units at the time the family vacates the unit and will allow the resident to participate in the inspection unless the family vacates without notice to SLHA. SLHA will provide to the resident a statement of any charges to be made for maintenance and damage beyond normal wear and tear within 10 business days of conducting the move-out inspection. The identified charges will be deducted from the security deposit.

### 17.2.5 Special Inspections

SLHA staff may conduct a special inspection for any of the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists

## **17.3 Inspection Notice**

### **17.3.1 General Inspection Notices**

SLHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection. For regular annual inspections, the family will receive at least one (1) week's written notice of the inspection to allow the family to prepare the unit for the inspection. Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for entry into the unit.

### **17.3.2 Emergency Entries**

SLHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, SLHA will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

## **17.4 Scheduling of Inspections**

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify SLHA at least 24 hours prior to the scheduled inspection. SLHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. SLHA may request verification of such cause.

## **17.5 Attendance at Inspections**

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the work order ticket or notice.

## **17.6 Inspection Results**

### **17.6.1 Non-Emergency Repairs**

SLHA will correct non-life threatening health and safety defects within 10 business days of the inspection date. If SLHA is unable to make repairs within that period due to circumstances beyond SLHA's control (e.g. required parts or services are not available, weather conditions, etc.). SLHA will notify the family of an estimated date of completion. The family must allow SLHA access to the unit to make repairs.

### **17.6.2 Resident-Caused Damages**

Damages to the unit beyond wear and tear will be billed to the resident in accordance with the lease (see Section 19.6.3). Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious violation of the lease and may result in termination of tenancy.

### **17.6.3 Emergency Repairs [24 CFR 966.4(h)]**

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify SLHA of the damage, and SLHA will make repairs within a reasonable time frame. If the damage was caused by a household member or guest, SLHA will charge the family for the reasonable cost of repairs. SLHA will also take lease enforcement action against the family.

If SLHA cannot make repairs quickly, SLHA may offer the family standard alternative accommodations. If SLHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent may be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent will not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the unit are hazardous to life, health or safety, SLHA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural gas leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit (if only 1 in unit)
- Inoperable smoke detectors
- Inoperable carbon monoxide detectors

#### **17.6.4 Housekeeping**

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, SLHA will provide proper notice of a lease violation.

A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 22.

### **17.7 Intentionally Disengaging Smoke Detectors**

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke and/or carbon monoxide detector(s). Disengagement includes disabling the detector; removing detector; failing to properly maintain the detector, removing batteries and failing to replace them; if applicable, failing to report a malfunctioning detector, unplugging a detector (inside its mounting box); or allowing it to dangle by its wiring or covering it. The first incidence will result in a fine of \$50; any additional incidents will result in a \$75 fine or lease termination. A total of three incidents is considered a serious lease violation and may result in eviction.



# Chapter 18 Rent Determination

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

## 18.1 Overview of Income-Based Rent Calculations

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family by SLHA.

### 18.1.1 TTP Formula

The total tenant payment (TTP) for a tenant family is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- A minimum rent of \$50

SLHA may suspend and exempt families from minimum rent when a financial hardship exists, as defined in Section 18.3.2.

### 18.1.2 Utility Allowances

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, SLHA must use the utility allowance applicable to the type of dwelling unit leased by the family. For policies on establishing and updating utility allowances, see Chapter 4.

On request from a family, SLHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability. Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

### 18.1.3 Utility Reimbursement

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. SLHA will pay the reimbursement to the family.

## 18.2 Flat Rents and Family Choice of Rent [24 CFR 960.253]

### 18.2.1 Flat Rents [24 CFR 960.253(b)]

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by SLHA is the amount the family pays. Changes in family income, expenses or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 20 and policies related to the establishment and review of flat rents are contained in Chapter 4.

#### **18.2.2 Family Choice in Rents [24 CFR 960.253(a) and (e)]**

Once each year, SLHA will offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. SLHA will offer the family the choice between flat and income-based rent upon admission and upon each subsequent annual reexamination.

SLHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process. SLHA will provide sufficient information for families to make an informed choice. This information will include SLHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option.

#### **18.2.3 Switching from Flat Rent to Income-Based Rent Due to Hardship**

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. Upon determination by SLHA that a financial hardship exists, SLHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request. SLHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent.

#### **18.2.4 Change in Flat Rents**

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or remaining on flat rent at the current (most recently adjusted) flat rent for their unit.

#### **18.2.5 Flat Rents and Earned Income Disallowance**

Because the EID is a function of income-based rents, a family currently paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 24 month period would have the 12 cumulative months of full (100 percent) and half (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 24-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 24-month lifetime limit expire while the family is paying flat rent.

#### **18.2.6 Flat Rents and Mixed Families**

Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit. If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent. The mixed family will pay the prorated flat rent.

## 18.3 Financial Hardships Affecting Minimum Rent

### 18.3.1 Overview

SLHA will grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship. The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption.

### 18.3.2 Definition of Financial Hardship

Financial hardship includes the following situations:

- The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program
  - This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits, but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following implementation of assistance, if approved, or the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.
- The family would be evicted because it is unable to pay the minimum rent
  - For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities
- The family's income has decreased because of changed family circumstances, including the loss of employment
- A death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income)
- The family has experienced other circumstances determined by SLHA

### 18.3.3 Implementation of Hardship Exemption

#### ***18.3.3.1 Determination of Hardship***

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. When a family requests a financial hardship exemption, SLHA will suspend the minimum rent requirement beginning the first of the month following the family's request. When the minimum rent is suspended, the family's share reverts to the highest of the remaining components of the calculated TTP.

SLHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term. SLHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days. SLHA will make the determination of hardship within 30 calendar days.

#### **18.3.3.2 No Financial Hardship**

If SLHA determines there is no financial hardship, SLHA will reinstate the minimum rent and require the family to repay the amounts suspended. SLHA will require the family to repay the suspended amount within 30 calendar days of SLHA's notice that a hardship exemption has not been granted.

#### **18.3.3.3 Temporary Hardship**

If SLHA determines that a qualifying financial hardship is temporary, SLHA will suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay SLHA the amounts suspended. SLHA may enter into a repayment agreement in accordance with the policies found in Chapter 4 of this plan. SLHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

#### **18.3.3.4 Long-Term Hardship**

If SLHA determines that the financial hardship is long-term, SLHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent amounts.

#### **18.3.3.5 End of the Hardship**

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

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

### **18.4 Prorated Rent for Mixed Families [24 CFR 5.520]**

SLHA must prorate the assistance provided to a mixed family. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. SLHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, SLHA must:

- Determine the family maximum rent. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Subtract the TTP from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible

immigration status (“eligible family member”). The subsidy per eligible family is the “member maximum subsidy”.

- Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy”.
- Calculate the mixed family TTP. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, SLHA will use the TTP as the mixed family TTP. Once a mixed family has exceeded the over-income limit for twenty-four (24) consecutive months, the family will have their tenancy terminated. In that event, the mixed family will pay their current, prorated rent amount during the 6-month period before termination.

# Chapter 19 Leasing

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

## 19.1 Overview

An eligible family occupies a public housing dwelling unit under the terms of a lease. The term of the lease is for a period of 12 months. The lease is renewed automatically for another 12-month term, except that SLHA may not renew the lease if the family has violated the community service requirements. Chapter 24 discusses the community service requirements.

## 19.2 Lease Orientation

After unit acceptance but prior to occupancy, an SLHA representative will provide a lease orientation to the family. The head of household and all adult family members are required to attend.

### 19.2.1 Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the lease
- A copy of SLHA's grievance procedure
- A copy of the house rules for the development, if any
- A copy of the pamphlet *Protect Your Family From Lead in Your Home*
- A copy of "Is Fraud Worth It?" (Form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19
- A copy of "Debts Owed To Public Housing Agencies And Terminations" (Form HUD-52675)
- Information about the protections afforded by the Violence Against Women Act (VAWA) to victims of domestic violence, dating violence, sexual assault or stalking

Topics to be discussed will include:

- Resident obligations
- Applicable deposits and other charges
- Review and explain lease provisions
- Unit maintenance, work orders and maintenance charges
- What the family is required to report
- Community service requirements
- Family choice of rent
- VAWA protections
- Fair Housing complaint process
- Transfer Policy

## 19.3 Execution of Lease

An appointment will be scheduled for the parties to execute the lease. A lease is executed at the time of admission for all new residents. A new lease is also executed by the family at the time of transfer from one SLHA development to another. The lease must be executed by the family and SLHA. The head of household, spouse, life partner or co-head, and all other adult members of the household will be

required to sign the public housing lease prior to admission. The head of household will be provided a copy of the executed lease and SLHA will retain a copy in the resident's file.

The lease must state the composition of the household as approved by SLHA (family members and any SLHA-approved live-in aide). See Section 20.4.2 for policies regarding changes in family composition during the lease term.

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

#### **19.4 Modifications to the Lease**

The lease may be modified at any time by written agreement of the resident and SLHA.

#### **19.5 Security Deposits [24 CFR 966.4(b)(5)]**

Residents must pay a security deposit to SLHA at the time of admission. The amount of the security deposit will be equal to the family's monthly rent payment at the time of move-in, but not less than \$100, and should be paid in full prior to occupancy. At SLHA's discretion, the security deposit may be paid in two (2) equal installments; one such installment to be paid at move-in and the second such installment to be paid with the next month's rent. SLHA will hold the security deposit for the period the family occupies the unit. SLHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, SLHA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. SLHA will provide the resident, at the resident's last known address, with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, SLHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, outside of the current development, SLHA will calculate and request a new security deposit. The resident will be billed for any maintenance or other charges due for the old unit.

#### **19.6 Payments under the Lease**

##### **19.6.1 Rent Payments [24 CFR 966.4(b)(1)]**

The lease will specify the initial amount of the tenant rent at the beginning of the initial lease term. The rent is due and payable at the development office on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. Rent is payable by check or money order. Cash and third party checks will not be accepted.

##### **19.6.2 Late Fees and Nonpayment**

A charge of \$30 per month will be charged to any account in which rent or other charges have not been fully paid by 5:00 p.m. on the 10<sup>th</sup> day of the month.

### **19.6.3 Maintenance and Damage Charges**

If SLHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges. When applicable, families will be charged for maintenance and/or damages. Work will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable). Residents will be billed for maintenance charges. Residents will be given a minimum of 14 calendar days to make payment for any such charges. Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

### **19.7 Income Verification after Move-in**

SLHA will pull and review EIV for new admissions within 90 days after the move-in information is submitted to PIC to confirm/validate the income information reported by the household.

SLHA will resolve discrepancies in reported income with the family within 30 days of the EIV income report date.



## **Chapter 20 Reexaminations**

**[18 CFR 960.257, 960.259, 966.4]**

### **20.1 Overview**

SLHA reexamines each family's income and composition at least annually, and adjusts the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. Annual and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of rent increases. Families will be informed annually of their choice to select either income or flat-based rent. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a reexamination of family income at least once every three years. However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in this ACOP for Over Income Families.

In addition to annual reexaminations all public housing residents regardless of whether they are paying income-based or flat rents, must undergo an annual community service requirement compliance review. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### **20.2 Annual Reexaminations**

#### **20.2.1 Scheduling Annual Reexaminations**

SLHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, SLHA will schedule annual reexamination effective dates to coincide with the family's lease execution date.

#### **20.2.2 Notification of and Participation in the Annual Reexamination Process**

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, life partner, or co-head and family members 18 years of age or older. If participation in an in-person interview poses a hardship because of a family member's disability, SLHA may arrange for a home visit to conduct a recertification.

Notification of annual reexamination interviews will be sent by first-class mail or delivered to the resident and will contain the date, time and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact SLHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, SLHA will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without SLHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination of tenancy with an offer for an informal hearing will be sent to the family's address of record.

#### **20.2.3 Conducting Annual Reexaminations**

As part of the annual reexamination process, families are required to provide updated information to SLHA regarding the family's income, expenses and composition. Families will be

asked to bring all required information (as described in the reexamination notice) to the reexamination appointment.

The required information will include a SLHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination of tenancy.

The information provided by the family generally must be verified in accordance with SLHA policies. Unless the family reports a change, or SLHA has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

Changes in family or household composition may make it appropriate to consider transferring the family to an appropriate sized unit to comply with occupancy standards.

#### **20.2.4 Recalculating Rent**

After gathering and verifying required information for an annual reexamination, SLHA will recalculate the rent and notify the family of any changes in writing.

#### **20.2.5 Effective Dates**

In general, an increase in the rent that results from an annual reexamination will take effect on the family's lease renewal date, and the family will be notified at least 30 days in advance.

- If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.
- If SLHA chooses to schedule an annual reexamination for completion prior to the family's lease renewal date for administrative purposes, the effective date will be determined by SLHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, increases in the rent will be applied retroactively, to the scheduled effective date of the annual reexamination.

In general, a decrease in the rent that results from an annual reexamination will take effect on the first day of the month following the reported change.

If the family causes a delay in processing the annual reexamination, decreases in the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing. Delays in reexamination processing are considered to be caused by

the family if the family fails to provide information requested by SLHA by the date specified, and this delay prevents SLHA from completing the reexamination as scheduled.

## **20.3 Flat Rents**

SLHA offers all families the choice of paying income-based rent or flat rent at least annually. For families who choose flat rents, SLHA will conduct a reexamination of family composition at least annually, and will conduct a full reexamination of family income at least once every three years. However, once SLHA determines that the family is over-income SLHA must follow the documentation and notification requirements set forth in this ACOP for Over Income Families. As is the case for families that pay income-based rent, on an annual basis, SLHA will also review community service compliance.

### **20.3.1 Scheduling**

For families paying flat rents, annual updates will be conducted in each of the two years following the full reexamination. In scheduling the annual update, SLHA will follow the same policy used for scheduling the annual reexamination of families paying income-based rent.

### **20.3.2 Annual Updates**

The family will be required to attend an interview for an annual update. Notification of annual update will be sent by first-class mail or delivered to the resident and will inform the family of the information and documentation that must be provided. The family will have 10 business days to submit the required information and if the family is unable to obtain the information or documents within the required time frame, the family may request an extension.

If the family's submission is incomplete, or the family does not submit the information in the required time frame, the family will be sent a second written notice. The family will have 10 business days from the date of the second notice to provide the missing information or documentation.

If the family does not provide the required documents or information, within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 22.

### **20.3.3 Change in Unit Size**

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. SLHA may use the results of the annual update to require the family to move to an appropriate size unit. Policies related to such transfers are located in Chapter 21.

### **20.3.4 Compliance with Community Service**

For families who include nonexempt individuals, SLHA will determine compliance with community service requirements once each 12 months. See Chapter 24 for SLHA's policies governing compliance with the community service requirement.

## **20.4 Interim Reexaminations**

### **20.4.1 Overview**

Family circumstances may change throughout the period between annual reexaminations. SLHA will conduct interim reexaminations of income or family composition at the request of the

family. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted.

#### **20.4.2 Changes in Family and Household Composition**

Families must report all changes in household composition to SLHA between annual reexaminations. Family members may be added by marriage, birth, adoption and court-awarded custody or guardianship. Additions to family or household composition may also occur by establishment of life partner relationships or requirements to care for elderly or disabled family members, including parents, the need for a live-in aide, custodial care of a child through the Division of Family Services, foster children or foster adults. SLHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

##### ***20.4.2.1 New Family Members Not Requiring Approval***

The family must inform SLHA of the marriage, declaration of life partnership, birth, adoption or court-awarded custody of a child within 10 business days. The family must provide information for SLHA to verify age, legal identity, Social Security Number, citizenship and marriage (if applicable).

##### ***20.4.2.2 New Family and Household Members Requiring Approval***

SLHA approval is required to add a new family member or other household member, including life partner, live-in aide or foster child that is not specified in the previous section. SLHA will not approve the addition of a new family or household member unless the individual meets SLHA's eligibility criteria and documentation requirements.

If SLHA determines an individual eligible to be added to the family or household as outlined in this section meets SLHA's eligibility criteria and documentation requirements, SLHA will provide approval to the family. If SLHA determines that an individual does not meet SLHA's eligibility criteria or documentation requirements, SLHA will notify the family of its decision to deny approval of the new family or household member and the reasons for the denial.

##### ***20.4.2.3 Change in Unit Size and Income by Adding Household Members***

If a change in family size causes a violation of occupancy standards, SLHA may require the family to move to an appropriate sized unit. SLHA will not approve the addition of a foster child or foster adult if it will cause a violation of occupancy standards. If the approval of a new family member or live-in aide will cause overcrowding according to occupancy standards, assignment of larger unit will be in accordance with the transfer policy. Policies related to transfers are located in Chapter 21.

If any new family member is added, family income must include any income of the new family member. SLHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments to the family's rent.

##### ***20.4.2.4 Departure of a Family or Household Member***

If a household member ceases to reside in the unit, the family must inform SLHA within 10 business days. The family must provide documentation as required by SLHA when reporting that a family member has left the household. In the case of an income producing household member, SLHA will require at least two documents verifying the

new address or other evidence deemed acceptable by SLHA, i.e. utility bills, driver's license, vehicle registration, voter registration, or a lease and rent receipt bearing the family member's name, new address and a date.

This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent, live-in aide, foster child, or foster adult.

#### **20.4.2.5 Remaining Family Members**

##### **20.4.2.5.1 Remaining Family Members Includes an Adult**

If the head of household is no longer residing in the unit and there is another family member on the lease that is age 18 or older, that family member may become head of household. If there is more than one adult age 18 or older, the family may choose which individual to designate as head of household. If the departure of the head of household reduces the size of the unit the family is eligible for, the family may have to move to a new unit. A live-in aide is never considered a remaining family member. A remaining family member shall be responsible for any balance of the household at the time the former head of household is no longer in the unit. The remaining adult family member is not responsible for any amounts incurred before the remaining adult family member attained the age of 18.

##### **20.4.2.5.2 No Adult Family Member Remains**

If only minors remain in the unit, SLHA will take the following actions.

- If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made
- At any time that custody or guardianship legally has been awarded to a caretaker, the unit will be transferred to the caretaker as long as the caretaker meets eligibility criteria
- During any period that a caretaker is not a family member, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income

## **20.5 Changes Affecting Income or Expenses**

Interim reexaminations can be scheduled either because SLHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, SLHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

### **20.5.1 SLHA-Initiated Interim Reexaminations**

SLHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by SLHA. SLHA will conduct interim reexaminations in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), SLHA will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50% ease-in period)

- If the family has reported zero income, SLHA will conduct an interim reexamination every 6 months as long as the family continues to report that they have no income
- If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), SLHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income
- If at the time of the annual reexamination, resident-provided documents were used on a provisional basis due to the lack of third party verification, and third party verification becomes available, SLHA will conduct an interim reexamination
- SLHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a resident fraud complaint

## **20.5.2 Family-Initiated Interim Reexaminations**

### ***20.5.2.1 Required Reporting***

Families are required to report all increases in income including new employment, within 30 days of the date the change takes effect.

### ***20.5.2.2 Optional Reporting***

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the rent will not be reduced. Families may report changes in income or expenses at any time.

## **20.5.3 Processing the Interim Reexamination**

### ***20.5.3.1 Method of Reporting***

The family may notify SLHA of changes either orally or in writing. If the family provides oral notice, SLHA may also require the family to submit the changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if SLHA determines that an interview is warranted, the family may be required to attend. Based on the type of change reported, SLHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from SLHA. This time frame may be extended for good cause with SLHA approval. SLHA will accept required documentation by mail, fax, or in person.

### ***20.5.3.2 Recalculating Rent***

After gathering and verifying required information for an interim reexamination, SLHA will recalculate the rent and notify the family of the changes in writing.

### ***20.5.3.3 Effective Dates***

SLHA has established the time frames in which any changes that result from an interim reexamination will take effect. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the rent, and whether the family reported any required information within the required time frames.

- If the rent is to increase:
  - Change must be expected to last at least thirty days.

- The increase generally will be effective on the first of the month following 30 days' notice to the family.
- If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis.
- If the rent is to decrease:
  - The change must be verified to last more than 30 days.
  - The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

#### ***20.5.3.4 Changes in Utility Allowance***

Revised utility allowances will be applied to a family's rent at the first annual reexamination after the allowance is adopted.

#### ***20.5.3.5 Discrepancies***

During an annual or interim reexamination, SLHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, SLHA may discover errors made by SLHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 3.

## **20.6 Over Income Families**

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size. These income limits are established each year by HUD, and published in the Federal Register.

At the annual or interim reexamination, if it is determined that a family's adjusted income exceeds the applicable over-income limit, the SLHA will document the family file and begin tracking the family's over-income status.

If the family's income continues to exceed the applicable over-income limit one year after the applicable annual or interim reexamination, SLHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that the family may be subject to SLHA's over-income policy.

If the family's income continues to exceed the applicable over-income limit for a second consecutive year after the initial over-income determination, SLHA will provide the family a notice of lease termination in accordance with the notification requirements in this ACOP.

If, at any time, an over-income family experiences a decrease in income during the two-year grace period, the family may request an interim redetermination of income in accordance with PHA policy. If it is determined that the over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.



## **Chapter 21 Unit Transfers**

### **21.1 General Considerations**

This chapter addresses the following types of transfers:

- transfers of under-housed or over-housed families;
- special transfers;
- transfers to permit unit modernization;
- transfers due to conditions that pose physical hazards;
- transfers of existing residents in conjunction with site-based waiting list openings; and
- emergency transfers in accordance with the Violence Against Women Act.

Transfers of families from one unit to another will be approved to assure consistency with SLHA's occupancy standards and are based on policies in this chapter and on unit availability. Priority for placement ahead of any other transfer or applicant may be given to administrative transfers, including over-housed tenants transferring to smaller units or in instances when the Executive Director or designee has determined that SLHA's obligations and interest require such a transfer.

Families approved for transfer under this section will be responsible for all moving costs, unless otherwise noted.

### **21.2 Transfer of Under-Housed or Over-Housed Families**

#### **21.2.1 Transfers to Larger Units**

Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, award of custody, reconciliation of separated spouses or life partners, return of a minor to legal custody of the household, or for approved medical or disability purposes. The overcrowded family becomes eligible to be placed on the transfer list on the date the transfer request is approved.

If a unit of the appropriate bedroom size is available at the resident's current development, the resident will be placed in that unit. If a unit of the appropriate bedroom size needed is not available, the management agent will seek to locate a unit of the appropriate size at another development.

The management agent will alternate between pulling applicants from the development's waiting list and the transfer list. Failure by the resident to accept a transfer to an apartment of the appropriate bedroom size is a lease violation and may lead to eviction.

#### **21.2.2 Transfers to Smaller Units**

Transfers to smaller units are required at any time when a decrease in family composition renders the family no longer eligible for the unit size it occupies. Transfer of over-housed families shall be at the discretion of the Executive Director or designee when it has been determined in the best interest of SLHA to do so. Failure to accept a transfer to an apartment of appropriate size is a lease violation and may lead to eviction.

### **21.3 Special Transfers**

An existing public housing resident may request a transfer for the following reasons:

- resident or member of household is a victim of violent or hate crime or threat of violent or hate crime;
- resident or member of the household has a medical reason or needs a reasonable accommodation under the Americans with Disabilities Act; or
- household is under-housed and exceeds occupancy standards (see Chapter 15 Occupancy Standards)

#### **21.3.1 Victim of a Violent or Hate Crime**

A transfer requested by a resident and approved by SLHA to resolve problems of a life-threatening nature that are not related to unit or building conditions and not covered under VAWA where documented situations of non-random violence that put a resident's life in danger have occurred. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred. All transfer applications must be accompanied by third party documentation. Examples of acceptable documentation include: police reports of the crime, documentation from police or development security, or other public reports of crime or threats demonstrating that the family or family member is specifically threatened or targeted.

The fact that criminal activity has occurred in the vicinity of the unit is insufficient to support a transfer under the special transfer policy.

#### **21.3.2 Request for Reasonable Accommodation**

If the family requests a transfer to accommodate a person with disabilities, that transfer application will be processed in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures. See also Chapter 2.

In some instances, a resident not requiring the accessibility features of their current unit may be required to transfer so that the unit may be occupied by a qualified applicant or resident with a disability.

### **21.4 Transfers to Permit Unit Modernization**

SLHA must provide a transfer or alternative housing to households when necessary to perform major revitalization or rehabilitation work in the resident's unit.

### **21.5 Transfers Due to Conditions That Pose a Physical Hazard**

In certain cases, SLHA must provide an emergency transfer when there is damage to unit or building, or the site poses an immediate hazard to the life, health, or safety of an occupant. Examples of such unit or building conditions may include, but are not limited to: fire damage, gas leak and toxic contamination.

A household is entitled to a transfer even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard. The responsible resident will be charged for the damages caused to the unit and/or may have their lease terminated if a family is in the process of being evicted.

### **21.6 Transfer Policy for Existing Residents**

Existing public housing residents who have lived in public housing for at least one year and are in good standing may apply for transfer to another development when the site-based waiting list for that site is

open. Residents requesting a transfer for the same unit size, or type, must meet criteria for tenants in good standing outlined below.

Residents approved for transfer under this Transfer Policy will be responsible for all moving costs, unless otherwise noted. In addition, all residents will be screened using the initial eligibility criteria. If the resident meets all the requirements, they will be selected (in order) by date and time of the application.

A resident that has accepted a transfer or is moving from the Low Rent Program to the SLHA Housing Choice Voucher Program is given three (3) days to remove personal belongings from the former unit, which should be left in good and clean condition, normal wear and tear excepted. If keys to the former unit are kept more than three (3) days, the resident will be charged for the replacement of the locks. As a reasonable accommodation, residents with special needs may request an extension beyond three (3) days. Any damage to the former unit beyond reasonable wear and tear will be charged and shall be due and payable two (2) weeks after management agent provides resident with written notice of the charges.

Applicants may be on more than one development waiting list at a time. At such time as an applicant is housed at one development, the applicant will be withdrawn from all other waiting lists of the developments they applied to. Current residents may apply for a new development when the developments waiting list opens.

## **21.7 Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **21.7.1 VAWA Transfer Policy Background**

SLHA is concerned about the safety of its residents, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), SLHA allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit. The ability of SLHA to honor such request for residents currently receiving assistance, however, may depend upon a preliminary determination that the resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SLHA has another dwelling unit that is available and is safe to offer the resident for temporary or more permanent occupancy.

SLHA's emergency transfer policy identifies residents who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to residents on safety and security. SLHA's policy is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that SLHA is in compliance with VAWA.

### **21.7.2 Definitions [24 CFR 5.2005(e)]**

See SLHA's Emergency Transfer Plan at Attachment 5 of this ACOP.

### **21.7.3 Eligibility for Emergency Transfers**

See SLHA's Emergency Transfer Plan at Attachment 5 of this ACOP.

#### **21.7.4 Emergency Transfer Request Documentation**

To request an emergency transfer, the resident shall notify SLHA's management office and submit a written request for a transfer to another public housing unit. SLHA will provide reasonable accommodations to this policy for individuals with disabilities. The resident's written request for an emergency transfer should include either:

1. A statement expressing that the resident reasonably believes that there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under SLHA's program; OR
2. A statement that the resident was a sexual assault victim and that the sexual assault occurred on the premises during the 90 calendar-day period preceding the resident's request for an emergency transfer.

A resident may submit to management a completed Form HUD-5383, "Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

#### **21.7.5 Confidentiality**

SLHA will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives SLHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the public housing program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. See the Notice of Occupancy Rights under the Violence Against Women Act for All Residents for more information about SLHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### **21.7.6 Emergency Transfer Timing and Availability**

SLHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SLHA will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred. SLHA may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit.

If SLHA has no safe and available units for which a resident who needs an emergency transfer is eligible, SLHA will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident's request, SLHA will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

##### ***21.7.6.1 Emergency Transfers in Cases Where a Safe Unit Is Not Immediately Available***

See SLHA's Emergency Transfer Plan at Attachment 5 of this ACOP.

**21.7.6.2 Priority of VAWA Emergency Transfers over Other Categories of Emergency Transfer.**

See SLHA's Emergency Transfer Plan at Attachment 5 of this ACOP.

**21.7.6.2.1 Accessible Units.**

See SLHA's Emergency Transfer Plan at Attachment 5 of this ACOP.

**21.7.7 Safety and Security of Residents**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, SLHA will urge residents to take all reasonable precautions to be safe. SLHA will provide information to residents to obtain assistance for their security and safety. Residents who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Residents who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <http://ohl.rainn.org/online/>. Residents who are or have been victims of stalking seeking help may visit the National Center of Victims of Crime's Stalking Resources Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**21.8 Unit Offers**

Unless otherwise stated in this ACOP, households approved for transfers will be offered a choice of up to three (3) properties with available units to meet the family's housing need (subject to unit availability). Additional unit offers may be made to satisfy a reasonable accommodation. For mandatory transfers, refusal of a unit offer without good cause will result in lease termination. For voluntary transfers, refusal of three unit offers with or without good cause will result in removal of the household from the transfer list. The limit of unit offers does not apply to Emergency Transfer Policy for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

**21.9 Application for Transfer**

Families must complete an Application for Transfer form, available in all development offices. The completed application is approved and signed by the management agent's property supervisor designee and then forwarded to the development office for placement on a transfer list. Transfer applications will be approved only if the family has paid all rent and other charges due, is otherwise in compliance with his/her lease, and is considered a resident in good standing. Copies of the original transfer applications are maintained in the family's file.

**21.10 Criteria for Residents in Good Standing**

The following guidelines are established for the purpose of determining what constitutes a tenant in good standing:

- At least one year's residency in low-rent public housing units owned by SLHA
- Good Rent Paying History - the family has not paid rent late more than two times in the immediately preceding 12 months absent proven hardship. Note: For the purpose of determining good standing, rent is considered late if paid after the tenth business day of the month
- No reasonable cause to believe allegations of criminal or drug-related activity, disturbance of peaceful and quiet enjoyment of premises documented in the file (for example, police reports,

security guard reports, tenant complaints). This criteria applies to guests and family members as well as the head of household

- Good housekeeping habits - the family's housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit that may exhibit foul odors, dirty and/or disarrayed surroundings.
- No previous misrepresentation of income documented in family file
- No willful destruction of Authority property documented in family's file. This criteria applies to guests and family members as well as the head of household
- Resident has the ability to connect utilities in the name of the head of household
- No history of lease violations and/or conduct inconsistent with the lease provisions during the preceding 12 months

### **21.11 Relocation of Residents**

Transfers initiated by SLHA for modernization purposes will be done in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. SLHA will bear reasonable costs of transfers required due to conditions that pose a physical hazard. These costs may include the cost of packing, moving, and disconnecting and reconnecting resident-paid utility services.

SLHA may, at its sole discretion, relocate residents to other units within its public housing portfolio that are not otherwise covered under the above. In these instances, SLHA may provide assistance upon approval by the Executive Director.

### **21.12 Security Deposits**

If a resident transfers from one SLHA unit to another unit within the same development (intra-development), a new lease will be executed for the dwelling unit into which the family moves, and the security deposit will be moved over to the new unit. If the resident transfers from one SLHA development to a different development (inter-development) a new lease will be executed for the dwelling unit into which the family moves and the resident will be required to fund a new security deposit. SLHA will refund the resident's security deposit from their previous unit minus any charges assessed.

### **21.13 Families May Not Use Transfer Process to Split**

Members of a family living in a SLHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in Chapter 4. Members of such a family will receive no preference on the standard waiting list preferences. The family may request a transfer to a larger unit while it awaits an opportunity for one or more of its members to receive a unit offer.

### **21.14 Suspension of Transfer Policy**

SLHA reserves the right to suspend its transfer policy because of its efforts to decrease vacancies. Transfer requests will then be treated on a case-by-case basis solely at the discretion of SLHA.

## Chapter 22 Lease Terminations

### 22.1 Lease Terminations

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

#### 22.1.1 Termination by the Family

The family may terminate the lease at any time by providing SLHA with 30 days written notice. Family notices to SLHA must be in writing, hand-delivered to the development office or sent by prepaid first-class mail, properly addressed to the development office. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.

#### 22.1.2 Termination by SLHA

SLHA may terminate the lease for serious or repeated violation of the lease. SLHA must provide written notice of termination to the family, according to the procedures described below.

##### 22.1.2.1 *Mandatory Termination*

SLHA must terminate the lease in the following circumstances:

- For a “One Strike” violation: Violent criminal activity or drug-related criminal activity on or off the premises, or any criminal activity that threatens the health, safety and welfare of SLHA residents or employees (including management staff)
- Upon determination by SLHA that a family member has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing
- Failure of the family to timely submit required documentation concerning any family member’s citizenship or immigration status
- Failure to disclose social security numbers for each family member and the documentation to verify each social security number

##### 22.1.2.2 *Serious Violations or Other Good Cause – Examples*

Examples of serious violations of the lease and other good cause for termination of tenancy by SLHA include (but are not limited to) the following:

- Failure to pay rent or other charges due under the lease, or repeated late payment of rent (which is defined as three (3) delinquent payments within the preceding twelve (12) months)
- Disturbing the peaceful enjoyment of the premises by other residents or neighbors
- Alcohol abuse that SLHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Failure to abide by necessary and reasonable rules made by SLHA for the benefit and well-being of the development and the residents
- Misrepresentation of family income, assets or composition, or any other material false statements or fraud by the family in connection with the program
- Failure to supply information or documentation regarding family income or composition as required by the lease and Chapter 8 of this policy

- Meeting or exceeding the over-income limit
- Discovery after admission of facts that made the family ineligible
- Discovery of material false statements or fraud by the family in connection with his/her application for assistance
- Providing accommodation to guests in excess of 21 days without the advance written consent of SLHA
- Failure to comply with housekeeping standards and/or maintain the premises in a decent and safe condition
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts
- Failure to accept SLHA's offer of lease modification or revision
- Discovery that a family member is fleeing to avoid prosecution, custody or confinement after conviction for a crime that is a felony under the laws of the place from which the individual flees
- Violation of any other lease provision or other good cause

Under the lease, residents are held strictly responsible for the conduct of their visitors, guests, invitees or any persons under their control. This applies whether or not the resident knew of the prohibited conduct by such persons.

#### ***22.1.2.3 Notice Timing and Requirements***

SLHA shall give written notice of the proposed termination of the lease:

- 30 days in the case of failure to pay rent
- 10 days for criminal activity or any activity that threatens the safety and welfare of other residents, SLHA employees or persons residing in the immediate vicinity of the premises
- 60 days for over-income households
- 30 days in any other case

#### ***22.1.2.4 Exclusion of Responsible Household Member***

SLHA will consider requiring the family to exclude a household member in order to continue to reside in the assisted unit where that household member has participated in or been responsible for action or failure to act that warrants termination. As a condition of the family's continued occupancy, the head of household must certify that the responsible household member has vacated the unit and will not be permitted to visit or stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon PHA request.

The notice of termination to the family shall state specific reasons for the termination. The notice will include Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, and Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation. When SLHA is required to offer the resident the opportunity for a grievance hearing, the notice shall also inform the resident of the right to request such a hearing in accordance with SLHA's grievance procedure (see, Chapter 23). SLHA notices to the resident must be in writing, delivered to resident or to any adult member of the household residing in the dwelling unit, or



sent by prepaid first-class mail addressed to the family. Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.

## **22.2 Death of Head-of-Household**

When the head-of-household dies and there are no family members remaining in the household, the lease shall terminate automatically and immediately. If an adult remaining family member (such as a spouse, life partner or partner) remains in the household, the lease shall not terminate automatically, however the family will be required to sign a new lease agreement within 30 days to remove the deceased family member and designate a new head-of-household.

### **22.2.1 Other Remaining Minor Family Members**

Where there is no adult remaining family member and there are minors still living in the unit, an otherwise eligible adult may become head of household. The new head of household must present proof of legal guardianship of the minor children to SLHA within a reasonable period of time.

## **22.3 Abandonment**

Whenever rent has been unpaid for at least 30 consecutive days and/or SLHA reasonably believes that the family has abandoned the unit, the management agent will post on the door of the unit and mail to the last known address of the family by both first class mail and certified mail, return receipt requested, a notice of SLHA's belief of abandonment. The notice shall include the following:

"The rent on this property has been due and unpaid for 30 consecutive days and the landlord believes that you have moved out and abandoned the property. The landlord may declare this property abandoned and remove your possessions from this unit and dispose of them unless you write to the landlord stating that you have not abandoned this unit within 10 days of the landlord having both posted this notice on your door and mailing this notice to you. You should mail your statement by regular first-class mail and, if you so choose, by certified mail, return receipt requested, to this address [insert address of management office]."

If the family fails to either pay rent or respond in writing to the notice within 10 days after both the date of the posting and deposit of such notice by either first class mail or certified mail, return receipt requested, then any property of the family remaining in or at the premises may be removed or disposed of by SLHA without liability to the family for such removal or disposition.

## **22.4 Terminations of Tenancy Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **22.4.1 Violence Against Women Act (VAWA) Protections against Termination of Tenancy**

VAWA provides specific protections against termination of tenancy for victims of domestic violence, dating violence, sexual assault or stalking. Those protections are as follows:

- An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

- A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
  - The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

#### **22.4.2 Limits on VAWA Protections**

While VAWA prohibits SLHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing resident who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit a SLHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking providing that SLHA does not subject the victim to a more demanding standard than the standard to which it holds other residents.
- VAWA does not limit SLHA's authority to terminate the tenancy of any public housing tenant if SLHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the tenancy is not terminated

In determining whether a public housing resident who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other residents or those employed at or providing service to a property, SLHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or residents other than the victim of domestic violence, dating violence, sexual assault, or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other residents or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the resident wishes to contest SLHA's determination that he or she is an actual and imminent threat to other residents or employees, the resident may do so as part of the grievance hearing or in a court proceeding.

#### **22.4.3 Documentation of Abuse**

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, SLHA may request that the applicant or tenant submit documentation to SLHA in accordance with Section 4.6.5 of this ACOP. SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, SLHA will document the waiver in the individual's file.

#### **22.4.4 Terminating or Evicting a Perpetrator of Domestic Violence [24 CFR 5.2009]**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators.

SLHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual regardless of whether that household member is a signatory to the lease and without evicting, removing, terminating or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

If SLHA bifurcates the lease, it will do so in accordance with the lease, applicable law, and the policies in this ACOP.

##### ***22.4.4.1 Reasonable Time to Establish Eligibility Assistance or find Alternative Housing 24 CFR 2.009(b)(2)(i)]***

If SLHA bifurcates a lease under Section 22.4, and the individual who was evicted or for whom assistance was terminated was the eligible tenant under SLHA's public housing program, SLHA will provide any remaining tenant or tenants that were not already eligible a period of ninety (90) calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for SLHA's public housing program; or
2. Establish eligibility under another covered housing program; or
3. Find alternative housing.

However, the 90-day period provided in this section will not be available to a remaining household member if the statutory requirements for SLHA's public housing program prohibit it.

The 90-day period does not apply beyond the expiration of the lease unless expressly permitted by public housing regulations.

SLHA may in its discretion extend the 90-day period for an additional sixty (60) days, unless prohibited from doing so by statutory requirements or unless the extended time period would extend beyond the expiration of the lease.

## **22.5 Reasonable Accommodation**

If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of a request for reasonable accommodation if made by the family in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's policies and procedures.

## **Chapter 23 Grievances and Appeals**

### **23.1 Overview**

This chapter discusses grievances and appeals pertaining to SLHA actions or failures to act that adversely affect public housing applicants or residents.

### **23.2 Informal Hearings for Public Housing Applicants**

#### **23.2.1 Informal Hearing Process**

An applicant is someone who has applied for admission to the public housing program, but is not yet a resident in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a development. Applicants to public housing are not entitled to the same hearing process afforded residents in SLHA grievance procedure. Informal hearings provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

#### **23.2.2 Use of Informal Hearing Process**

SLHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

#### **23.2.3 Notice of Denial**

SLHA will give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for SLHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

#### **23.2.4 Requesting and Scheduling an Informal Hearing**

A request for an informal hearing must be made in writing and delivered to SLHA either in person or by first-class mail, by the close of the business day, no later than 10 business days from the date of SLHA's notification of denial of admission. SLHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

#### **23.2.5 Conducting an Informal Hearing**

The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of SLHA. The person conducting the informal hearing will make a determination on the merits of the evidence presented at the hearing.

#### **23.2.6 Informal Hearing Decision**

SLHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal hearing, to the applicant and his or her representative, if any. If the informal hearing decision overturns the denial, processing for admission will resume. If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

### **23.2.7 Reasonable Accommodation for Persons with Disabilities**

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and SLHA will consider such accommodations. SLHA will also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

## **23.3 Grievance Procedures for Public Housing Residents**

### **23.3.1 Applicability [24 CFR 966.51]**

There are some situations for which the grievance procedure is not applicable. The grievance procedure is applicable only to individual resident issues relating to SLHA. It is not applicable to disputes between residents not involving SLHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of SLHA.

SLHA excludes from the grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of SLHA or its management agents
- Any violent or drug-related criminal activity on or off the development premises
- Any criminal activity that resulted in felony conviction of a household member

### **23.3.2 Informal Settlement of Grievance [24 CFR 966.54]**

SLHA will accept requests for an informal settlement of a grievance either orally or in writing, to SLHA office within five business days of the grievable event. Within 10 business days of receipt of the request SLHA, through its management agent, will arrange a meeting with the resident at a mutually agreeable time and confirm such meeting in writing to the resident.

If a resident fails to attend the scheduled meeting without prior notice, SLHA will reschedule the appointment only if the resident can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

SLHA will prepare a summary of the informal settlement within five business days; one copy to be given to the resident and one copy to be retained in SLHA's file. The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

### **23.3.3 Procedures to Obtain a Formal Hearing [24 CFR 966.55]**

#### ***23.3.3.1 Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]***

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal hearing to the panel, the panel may waive this provision.

The complainant must submit the request in writing for a grievance hearing within five business days after receipt of the summary of informal discussion. The request must specify the reasons for the grievance and the action or relief sought.

If the complainant does not request a hearing, SLHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest SLHA's action in disposing of the complaint in an appropriate judicial proceeding.

#### **23.3.3.2 Escrow Deposits [24 CFR 966.55(e)]**

Before a hearing is scheduled in any grievance involving the amount of rent that SLHA claims is due, the complainant must pay an escrow deposit to SLHA. When a complainant is required to make an escrow deposit, the amount is the amount of monthly rent SLHA states is due and payable. After the first deposit, the complainant must deposit the same amount monthly until the complainant's grievance is resolved by decision of the panel.

SLHA will waive the requirement for an escrow deposit where the complainant is grieving the effect of welfare benefits reduction in the calculation of family income or denial of a request for a financial hardship exemption from minimum rent requirements.

Unless SLHA waives the requirement, the complainant's failure to make the escrow deposit will terminate the grievance procedure. A complainant's failure to pay the escrow deposit does not waive the resident's right to contest SLHA's disposition of the grievance in any appropriate judicial proceeding.

#### **23.3.4 Scheduling of Hearings [24 CFR 966.55(f)]**

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing will be scheduled promptly. A written notification specifying the time, place and the procedures governing the hearing will be mailed to the complainant.

The complainant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the complainant. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, SLHA may request documentation of the good cause prior to rescheduling the hearing.

#### **23.3.5 Selection of Panel [24 CFR 966.55(b)]**

Grievances will be presented before a hearing panel. The hearing panel shall be a committee of three persons composed of:

- One member designated from time to time by the St. Louis Tenant Affairs Board, provided that if the person chosen is a resident, the resident must be in good standing with SLHA
- One member designated from time to time by SLHA

- One member selected jointly by the St. Louis Tenant Affairs Board and SLHA ("Impartial Member")

### **23.3.6 Procedures Governing the Hearing [24 CFR 966.56]**

#### ***23.3.6.1 Rights of Complainant [24 CFR 966.56(b)]***

- The complainant will be afforded a fair hearing. This includes:
  - The opportunity to examine before the grievance hearing any SLHA documents, including records and regulations that are directly relevant to the hearing. The complainant must be allowed to copy any such documents at their expense. If SLHA does not make the document available for examination upon request by the complainant, SLHA may not rely on such document at the grievance hearing.
- The complainant will be allowed to copy any documents related to the hearing at a cost of \$.10 per page. The complainant must request discovery of SLHA documents no later than 12:00 p.m. on the business day prior to the hearing.
  - The right to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
- Hearings may be attended by the following applicable persons:
  - SLHA representative(s) and any witnesses for SLHA or its agent
  - The complainant and any witnesses for the complainant
  - The complainant's counsel or other representative
  - Any other person approved by SLHA as a reasonable accommodation for a person with a disability
- The complainant has the right to a private hearing unless the complainant requests a public hearing.
- The complainant has the right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by SLHA or its management agent, and to confront and cross-examine all witnesses upon whose testimony SLHA or management agent relies.
- The complainant has the right to a decision based solely and exclusively upon the facts presented at the hearing.

#### ***23.3.6.2 Decision without Hearing [24 CFR 966.56(c)]***

The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue has been previously decided in another proceeding.

#### ***23.3.6.3 Failure to Appear [24 CFR 966.56(d)]***

If the complainant or SLHA fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and SLHA must be notified of the determination by the panel. A determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest SLHA's disposition of the grievance in an appropriate judicial proceeding.

If the complainant does not appear at the scheduled time of the hearing, the panel will wait up to 15 minutes. If the complainant appears within 15 minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within 15 minutes of the scheduled time, they will be considered to have failed to appear.

If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact SLHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The panel will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

***23.3.6.4 General Grievance Hearing Procedures [24 CFR 966.56(e), (f), and (g)]***

At the hearing, the complainant must first make a showing of an entitlement to request the relief sought and thereafter SLHA must sustain the burden of justifying SLHA action or failure to act against which the complaint is directed.

The hearing will be conducted informally by the panel. SLHA and the complainant will be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

If SLHA fails to comply with the discovery requirements (providing the complainant with the opportunity to examine SLHA documents prior to the grievance hearing), the panel will refuse to admit such evidence. Other than the failure of SLHA to comply with discovery requirements, the panel has the authority to overrule any objections to evidence.

The hearing panel will require SLHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or SLHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

***23.3.6.5 Accommodations of Persons with Disabilities [24 CFR 966.56(h)]***

SLHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. If the complainant is visually impaired, any notice to the complainant which is required in the grievance process, will be in an accessible format. See Chapter 2 for a discussion of SLHA's responsibilities pertaining to reasonable accommodation.



### **23.3.7 Decision of the Panel [24 CFR 966.57]**

#### ***23.3.7.1 Written Decision***

The panel will issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision will be sent to the resident and SLHA. SLHA will retain a copy of the decision in the resident's file. The panel will issue a written decision to the resident and SLHA within a reasonable time after the hearing. The report will contain the following information:

- Hearing information
  - Name of the complainant
  - Date, time and place of the hearing
  - Name of the panel members
  - Name of SLHA representative(s)
  - Name of family representative (if any)
  - Names of witnesses (if any)
- Summary of the Evidence: The panel will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- Findings of Fact: The panel will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- Conclusions: The panel will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold SLHA's decision.
- Order: The hearing report will include a statement of whether SLHA's decision is upheld or overturned.

### **23.3.8 Procedures for Further Hearing**

The panel may ask the complainant for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the complainant misses an appointment or deadline ordered by the panel, the action of SLHA will take effect and another hearing will not be granted.

### **23.3.9 Final Decision [24 CFR 966.57(b)]**

The decision of the hearing panel is binding on SLHA which will take the action, or refrain from taking the action cited in the decision unless SLHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern SLHA action or failure to act in accordance with or involving the complainant's lease on SLHA policies which adversely affect the complainant's rights, duties, welfare, or status; or

- The decision of the panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and SLHA

When SLHA considers the decision of the panel to be invalid due to the reasons stated above, it will present the matter to SLHA Board of Commissioners within 30 calendar days of the date of the panel's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the panel's decision, it must notify the complainant within 10 business days of this decision.

A decision by the panel, or Board of Commissioners in favor of SLHA or which denies the relief requested by the complainant in whole or in part does not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court.

## **23.4 Informal Hearings with Regard to Noncitizens**

### **23.4.1 Hearing and Appeal Provisions for Noncitizens [24 CFR 5.514]**

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while SLHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or SLHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

### **23.4.2 Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

The notice of denial of eligibility or termination of tenancy for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial of eligibility or termination of tenancy
- The family may be eligible for proration of assistance
- In the case of a resident, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518]
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal
- That the family has a right to request an informal hearing with SLHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal

- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process

#### **23.4.3 United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]**

When SLHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, SLHA must notify the family of the results of the USCIS verification. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide SLHA with a copy of the written request for appeal and proof of mailing.

SLHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results. The family must provide SLHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to SLHA, of its decision. When the USCIS notifies SLHA of the decision, SLHA must notify the family of its right to request an informal hearing. SLHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

#### **23.4.4 Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that SLHA provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of SLHA notice of denial, or within 30 calendar days of receipt of the USCIS appeal decision. The informal hearing procedures for applicant families are described below.

##### ***23.4.4.1 Informal Hearing Officer***

SLHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

##### ***23.4.4.2 Evidence***

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of SLHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family will be allowed to copy any documents related to the hearing at a cost of \$.10 per page. The family must request discovery of SLHA documents no later than 12:00 p.m. on the business day prior to the hearing. The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The family must also be provided the opportunity to refute evidence relied upon by SLHA, and to confront and cross-examine all witnesses on whose testimony or information SLHA relies.

#### ***23.4.4.3 Representation and Interpretive Services***

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf. The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, as may be agreed upon by the two parties.

#### ***23.4.4.4 Recording of the Hearing***

The family is entitled to have the hearing recorded by audiotape. SLHA will not provide a transcript of an audio-taped informal hearing.

#### ***23.4.4.5 Hearing Decision***

SLHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

### **23.4.5 Retention of Documents [24 CFR 5.514(h)]**

SLHA will retain for a minimum of five years the following documents that may have been submitted to SLHA by the family, or provided to SLHA as part of the USCIS appeal or SLHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

### **23.4.6 Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that SLHA provide a hearing. The request for a hearing must be made either within 30 calendar days of receipt of SLHA notice of termination, or within 30 calendar days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Section 23.3, above.

## Chapter 24 Community Service

### 24.1 Overview

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

### 24.2 Requirements

Each adult resident of SLHA, who is not exempt, must:

- Contribute eight hours per month of community service; or
- Participate in an economic self-sufficiency program for eight hours per month; or
- Perform eight hours per month of combined activities, community service and economic self-sufficiency programs.

An individual may not skip a month and then double up the following month, unless warranted by special circumstances. SLHA will make the determination of whether to permit a deviation from the schedule. Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month must notify SLHA in writing within five business days of the circumstances becoming known. SLHA will review the request and notify the individual, in writing, of its determination within 10 business days. SLHA may require those individuals to provide documentation to support their claim.

### 24.3 Definitions for Community Service

#### 24.3.1 Exempt Individual

An exempt individual is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities (SLHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption)
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act ("Block grants To States for Temporary Assistance for Needy Families"), or under any other welfare-to-work program of the state of Missouri. Including a state-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state of Missouri, including a state-administered welfare-to-work program or Supplemental Nutrition Assistance Program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program. Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state.

### **24.3.2 Eligible Community Service Activities**

Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving SLHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts

### **24.3.3 Economic Self-Sufficiency Program**

For purposes of satisfying the community service requirement, an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

### **24.3.4 Work Activities**

As it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available

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

#### **24.4 Notification Requirements**

SLHA will give each family a written description of the community service requirement, the process for claiming status as an exempt person and the process for SLHA verification of exempt status. SLHA will also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease.

SLHA will provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis, at the time of lease renewal, SLHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. SLHA will also supply the family with a form on which they may record the activities they performed and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

#### **24.5 Determination of Exemption Status and Compliance [24 CFR 960.605(c)(3)]**

SLHA must review and verify family compliance with service requirements annually at least 30 days before the end of the 12-month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 24.6.

##### **24.5.1 Annual Determination**

###### ***24.5.1.1 Determination of Exemption Status***

At least 60 days prior to lease renewal, SLHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or SLHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination. Upon completion of the verification process, SLHA will notify the family of its determination.

#### ***24.5.1.2 Determination of Compliance***

Approximately 60 days prior to the end of the lease term, SLHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit SLHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or SLHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 24.7.

### **24.5.2 Change in Status between Annual Determinations**

#### ***24.5.2.1 Exempt to Nonexempt Status***

If an exempt individual becomes nonexempt during the 12-month lease term; it is the family's responsibility to report this change to SLHA within 30 days from the date the change takes effect. Within 30 days of a family reporting such a change, or SLHA determining such a change is necessary, SLHA will provide a copy of the community service policy, as well as a documentation form on which the family member may record the activities performed and number of hours contributed. The effective date of the community service requirement will be the first of the month following a 30-day notice.

#### ***24.5.2.2 Nonexempt to Exempt Status***

If a nonexempt person becomes exempt during the 12-month lease term, it is the family's responsibility to report this change to SLHA within 30 days. Any claim of exemption will be verified by SLHA.

## **24.6 Documentation and Verification [24 CFR 960.605(c)(4)]**

### **24.6.1 Documentation and Verification of Exemption Status**

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form. SLHA will provide a completed copy to the family and will keep a copy in the resident's file.

SLHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7. SLHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with SLHA's determination, they can dispute the decision through SLHA's grievance procedures (see Chapter 23).

### **24.6.2 Documentation and Verification of Compliance**

If anyone in the family is subject to the community service requirement, SLHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request of the family. Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures



and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to SLHA, upon request by SLHA. If SLHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, SLHA has the right to require third party verification.

## **24.7 Noncompliance**

### **24.7.1 Initial Noncompliance**

Violation of the service requirement is grounds for nonrenewal of the lease at the end of the 12-month lease term, but not for termination of tenancy during the course of the 12-month lease term

If the resident or another family member has violated the community service requirement, SLHA may not renew the lease upon expiration of the 12-month term of the lease, unless the resident and any other noncompliant family member enter into a written agreement with SLHA. Under the agreement the resident or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required over the 12-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit.

### **24.7.2 Notice of Initial Noncompliance**

If SLHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), SLHA must notify the resident of this determination. The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before SLHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, SLHA will commence action to terminate the family's tenancy.

### **24.7.3 Continued Noncompliance**

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The family will have 10 business days from the date of the notice of continued noncompliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before SLHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

## Chapter 25 Pets

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

### 25.1 Overview

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

### 25.2 Management Approval of Pets

#### 25.2.1 Registration of Pets [24 CFR 960.707(b)(5)]

Pets must be registered with SLHA and the City of St. Louis before they are brought onto the premises. Registration includes documentation that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements.

#### 25.2.2 Refusal to Register Pets

SLHA will refuse to register a pet if:

- The pet is not a common household pet as defined in Section 25.4.1 below
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- SLHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If SLHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of SLHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with SLHA's grievance procedures.

#### 25.2.3 Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with SLHA, or the approval of the pet will be withdrawn. The pet agreement is the resident's certification that he or she has received a copy of SLHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them. The resident further certifies by signing the pet agreement that he or she understands that noncompliance with SLHA's pet policy and applicable house rules may result in the withdrawal of SLHA approval of the pet or termination of tenancy.

## **25.3 Standards for Pets [24 CFR 5.318; 960.707(b)]**

### **25.3.1 Definition of Common Household Pet [24 CFR 5.306(2)]**

Common household *pet* means a domesticated animal, such as a dog, cat, bird or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

### **25.3.2 Pet Restrictions**

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

### **25.3.3 Number of Pets**

Residents may own a maximum of one (1) pet. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

### **25.3.4 Other Requirements**

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary. Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

## **25.4 Pet Rules**

Pet owners must maintain pets responsibly, in accordance with SLHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

### **25.4.1 Pet Area Restrictions**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building. Pet owners are not permitted to exercise pets or permit pets to deposit waste on development premises outside of the areas designated for such purposes.

#### **25.4.2 Cleanliness**

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by SLHA. The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner
- Litter shall not be disposed of by being flushed through a toilet
- Litter boxes shall be kept inside the resident's dwelling unit

#### **25.4.3 Alterations to Unit**

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **25.4.4 Noise**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping or other such activities.

#### **25.4.5 Pet Care**

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet. Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage SLHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.

#### **25.4.6 Responsible Parties**

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify SLHA and sign a statement that they agree to abide by all of the pet rules.

#### **25.4.7 Pets Temporarily on the Premises**

Pets that are not owned by a resident are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by SLHA.

#### **25.4.8 Pet Rule Violations**

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

#### **25.4.9 Notice for Pet Removal**

If the pet owner and SLHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by SLHA, SLHA may serve notice to remove the pet. The notice will contain:

- A brief statement of the factual basis for SLHA's determination of the pet rule that has been violated
- The requirement that the resident/pet owner must remove the pet within 30 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

#### **25.4.10 Pet Removal**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if SLHA after reasonable efforts cannot contact the responsible party, SLHA may contact the appropriate state or local agency and request the removal of the pet.

#### **25.4.11 Termination of Tenancy**

SLHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

#### **25.4.12 Emergencies**

SLHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for SLHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **25.5 Pet Deposits**

### **25.5.1 Payment of Deposit**

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$250 and must be paid in full before the pet is brought on the premises. The pet deposit is not part of the rent payable by the resident.

### **25.5.2 Refund of Deposit**

SLHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, SLHA will provide a meeting to discuss the charges. SLHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit. The resident will be billed for any amount that exceeds the pet deposit.

## **25.6 Other Charges**

### **25.6.1 Pet-Related Damages During Occupancy**

All reasonable expenses incurred by SLHA as a result of damages directly attributable to the presence of the pet in the development will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the development

The expense of flea elimination shall also be the responsibility of the resident. If the resident is in occupancy when such costs occur, the resident shall be billed for such costs. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

### **25.6.2 Pet Waste Removal Charge**

A separate pet waste removal charge of \$25 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy. Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable no earlier than 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, SLHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

## **25.7 Assistance Animals**

### **25.7.1 Overview**

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as service animals, assistive animals, support animals or therapy animals – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to SLHA's pet policies described in this chapter.

### **25.7.2 Approval of Assistance Animals**

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

SLHA will not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [. SLHA will refuse to permit a person with a disability to use and live with an assistance animal if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

SLHA has the authority to regulate assistance animals under applicable federal, state and local law. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and SLHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

### **25.7.3 Care and Handling**

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, SLHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If SLHA determines that no such accommodation can be made, SLHA may withdraw the approval of a particular assistance animal.



## **Chapter 26 Smoke Free Policy**

### **26.1 Overview**

Smoking is not permitted in any SLHA individual unit or the common spaces or facility of any type, unless otherwise specified. The purpose for prohibiting smoking is to reduce the irritation and known health effects of second hand smoke; the increased maintenance, cleaning and redecorating costs from smoking; the increased risk of fire from smoking; and the high costs of fire insurance and property damage caused by fires.

### **26.2 Definitions**

#### **26.2.1 Smoking**

Smoking is inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, waterpipe or other lighted smoking devices for burning tobacco or any other plant.

#### **26.2.2 Individual Unit**

Individual units in row/townhouse or single family buildings are defined as the interior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, and bathrooms. Individual units in walk-up/multifamily buildings are defined as the interior and exterior spaces tied to a particular unit. This includes, but it's not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, and the unit entryway areas.

#### **26.2.3 Common Spaces**

Common spaces are defined as areas within the building interior that are open to the public, including, but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, parking garages and carports, and any other area of the building that is accessible to employees, residents and guest.

### **26.3 Smoke Free Area**

Residents and members of residents' households shall not smoke anywhere in the individual unit rented by the Resident. Residents and members of the residents' households shall not smoke in the building where the resident's dwelling is located, or in any of the common areas or within 25 feet of any building, playground, community park or garden area. Residents shall not permit any guests or visitors to smoke in non-smoking areas.

### **26.4 Designated Smoking Areas**

In walk-up/multifamily buildings, smoking is only permitted in designated areas outside the building that are a minimum of 25 feet away from the building, and shall not be permitted within 25 feet of any community park or garden area. SLHA, in its sole discretion, will determine the location and feasibility of providing designated areas in walk-up/multifamily buildings. In row-townhouse or single family buildings, smoking is only permitted in areas outside of the building(s). Smoking is not permitted anywhere that is within 25 feet of any playground or garden area on the property. Residents are encouraged to refrain from smoking in the presence of children.

## **26.5 Residents' Responsibility regarding the Smoke Free Policy**

### **26.5.1 Promote Smoke Free Policy**

Residents shall inform their guests of the smoke free policy. The Resident shall prohibit smoking by household members or guests while on the premises, except in designated smoking areas.

### **26.5.2 Disposal of Smoking Materials**

Residents and guests are required to dispose of their smoking materials in appropriate collection receptacles. In buildings with designated outdoor smoking areas, SLHA will provide receptacles. Residents are responsible for ensuring no smoking materials litter their yard, porch or patio area.

## **26.6 Failure to Comply with the Smoke Free Policy and Right to Terminate Lease**

Failure to comply with the smoke free policy is a serious lease violation, which may be cause for lease enforcement action up to, and including, termination of the lease agreement.

## **26.7 SLHA's Responsibility regarding its Smoke Free Policy**

SLHA shall inform current Residents, applicants on waiting lists, SLHA employees and SLHA contractors and sub-contractors of the non-smoking policy, all of whom are also responsible for following the policy. SLHA shall post "No Smoking" signs as entrances and exits, common areas, hallways, etc., and enforce compliance with this policy.

## **26.8 SLHA not a Guarantor of Smoke Free Environment**

SLHA's adoption of a smoke free policy, and efforts to enforce such policy, does not constitute a representation or guarantee by SLHA or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. SLHA will take reasonable steps to enforce the smoke free policy. SLHA and its agents will address violations of the policy upon actual knowledge of the violation and the identity of the responsible Resident.

SLHA's adoption of a smoke free living environment, and efforts to designate all units as non-smoking, does not in any way modify or add to the standard of care that SLHA has under applicable law to maintain the property safe relative to air quality. SLHA makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the smoke free policy. SLHA cannot and does not warrant or promise that the property will be free from second-hand smoke. SLHA's ability to police, monitor or enforce the smoke free policy is dependent in significant part on voluntary compliance by Residents and Residents' guests. SLHA does not assume any duty of care to enforce the smoke free policy higher than that under the rental agreement.

## **26.9 Reasonable Accommodation**

Addiction to nicotine or smoking is not a disability. SLHA must still provide reasonable accommodations to persons with disabilities who smoke that are in compliance with the requirements of the SLHA's smoke free policies.

## **26.10 Smoke Free Policy Enforcement**

### **26.10.1 Smoke Free Policy Infractions\***

- 1st Violation - Written Verbal Warning & Cessation Materials
- 2nd Violation - Written Violation Notice & Cessation Materials
- 3rd Violation - Written Violation Notice & Cessation Materials
- 4th Violation - Terminate Tenancy (Letter of Eviction)

\* During the term of residency – continuous (does not start over each year)

### **26.10.2 Smoke Free Policy –Enforcement Procedure**

SLHA may initiate procedures for termination of tenancy based on a smoking infraction if:

- The tenant has failed to correct smoking violation within the time period specified
- The smoking infraction is sufficient to begin procedures to terminate tenancy under terms of the lease

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## **Z**

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## Appendix 1      **Development Listing**

### **ST. LOUIS HOUSING AUTHORITY** **LOW INCOME PUBLIC HOUSING** **FAMILY DEVELOPMENTS**

<b>DEVELOPMENT #</b>	<b>DEVELOPMENT NAME</b>	<b>TOTAL # OF UNITS</b>
MO001000063	Arlington Grove	70
MO001000038	Armand & Ohio	4
MO001000058	Cambridge Heights	46
MO001000060	Cambridge Heights II	44
MO001000002	Clinton Peabody	358
MO001000037	Cochran Plaza	78
MO001000041	Cupples	4
MO001000038	Folsom	6
MO001000055	Gardens at Renaissance	22
MO001000041	Hodiamont	22
MO001000047	King Louis Square	36
MO001000049	King Louis Square II	44
MO001000052	King Louis Square III	24
MO001000038	Lafayette Townhomes	38
MO001000034	LaSalle Park	148
MO001000041	Lookaway	17
MO001000038	Marie K. Fanger	6
MO001000041	McMillan Manor	20
MO001000041	McMillan Manor II	18
MO001000044	Murphy Park	93
MO001000045	Murphy Park II	64
MO001000046	Murphy Park III	65
MO001000064	North Sarah	59
MO001000065	North Sarah II	46
MO001000066	North Sarah III	35
MO001000041	Page Manor	10
MO001000067	Preservation Square	19
MO001000050	Renaissance Place at Grand	62
MO001000057	Renaissance Place at Grand II	36
MO001000059	Renaissance Place at Grand III	50
MO001000041	Samuel Shepard	16
MO001000038	South Broadway	10
MO001000038	Tiffany Turnkey	25
MO001000041	Towne XV	8
MO001000041	Walnut Park	13

**1597**

**ST. LOUIS HOUSING AUTHORITY**  
**LOW INCOME PUBLIC HOUSING**  
**GENERAL OCCUPANCY DEVELOPMENTS**

<b>DEVELOPMENT #</b>	<b>DEVELOPMENT NAME</b>	<b>TOTAL # OF UNITS</b>
MO001000028	Badenfest	21
MO001000028	Badenhaus	100
MO001000038	California Gardens	28
MO001000013	Euclid Plaza	108
MO001000010	James House	126
MO001000061	Kingsbury Terrace	120
MO001000038	Lafayette Apartments	26
MO001000017	West Pine	99
		<b>628</b>

**ST. LOUIS HOUSING AUTHORITY**  
**LOW INCOME PUBLIC HOUSING**  
**ELDERLY DEVELOPMENTS**

<b>DEVELOPMENT #</b>	<b>DEVELOPMENT NAME</b>	<b>TOTAL # OF UNITS</b>
MO001000056	Cahill House	80
MO001000048	Les Chateaux	40
MO001000019	Parkview*	295
MO001000054	Senior Living at Renaissance Place	75
MO001000062	Sr. Living at Cambridge Heights	75
		<b>565</b>

ACC Total Units: **2809**

\*In June 2023, HUD designated Parkview as Elderly-Only. Following the designation, only individuals 62+ will be allowed to move-in to Parkview. The designation will not adversely affect any current residents under 62.

## Appendix 2      Income Limits

### St. Louis Housing Authority

#### INCOME LIMITS

#### FY 2023 Income Limits Median Family Income \$101,200

No. of Persons	1	2	3	4	5	6	7	8	9	10	11	12
30% Extremely Low	\$21,150	\$24,150	\$27,150	<b>\$30,150</b>	\$35,140	\$40,280	\$45,420	\$50,560	\$55,650	\$59,000	\$63,700	\$68,800
50% Very Low	\$35,200	\$40,200	\$45,250	<b>\$50,250</b>	\$54,300	\$58,300	\$62,350	\$66,350	\$71,700	\$77,400	\$83,600	\$90,300
80% Low	\$56,250	\$64,300	\$72,350	<b>\$80,350</b>	\$86,800	\$93,250	\$99,650	\$106,100	\$115,600	\$123,800	\$133,700	\$144,350

NOTE: The above income limits are effective as of May 15, 2023 and subject to change as HUD generally revises these limits annually.

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into and made a part of this policy as of the effective date of the newly established income limits as set forth and approved by HUD. As Income Limits are revised and modified by HUD and adopted by the SLHA Board of Commissioners through board resolution, they will be posted at each development.

Resolution No. 2968  
Approved by the Board of Commissioners June 22, 2023



## Appendix 3      Flat Rent Schedules

<b>ST. LOUIS HOUSING AUTHORITY</b>							
<b>PUBLIC HOUSING FLAT RENT SCHEDULE</b>							
<b>No. of Bedrooms</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
James House	\$809	\$864					
Euclid Plaza	\$675	\$735	\$874				
West Pine		\$1067	\$1,132				
Kingsbury		\$524*	\$616*				
Parkview	\$893	\$1,019					
Badenhaus	\$653	\$646					
Badenfest		\$614	\$773				
Clinton Peabody		\$968	\$1,150	\$1,225	\$1,275	\$1,325	
LaSalle Park			\$1,104	\$1,275	\$1,325		
Cochran Plaza			\$1009	\$1,119	\$1,178	\$1,314	\$1,457
Lafayette Apartments	\$908	\$964					
California Gardens	\$636	\$697					
Armand & Ohio				\$1,112		\$1,325	
Folsom			\$674	\$1,087	\$1,235		
Marie Fanger			\$1,111	\$1,225	\$1,225		
South Broadway				\$1,100			
Lafayette Townhomes		\$901	\$1,051	\$1,225			
Tiffany Turnkey		\$837	\$1,007				
Towne XV				\$1,087			
McMillan Manor				\$1,025	\$1,275		
Page Manor				\$895	\$1,040		
Samuel Shepard			\$859	\$1,100	\$1,207		
Cupples				\$915	\$1,058		
Hodiamont			\$784	\$918	\$1,151		
Walnut Park				\$895		\$1,292	
Lookaway				\$1,095	\$1,133		
McMillan Manor II				\$1,120	\$1,275		
King Louis III		\$810		\$1,150	\$1,175		

\*Reflects current Tax Credit rent

# ST. LOUIS HOUSING AUTHORITY

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Murphy Park I) Development #MO1-044

No. of Bedrooms	0	1	2	3	4	5	6
Garden	N/A	N/A	\$964*	\$1,114	N/A	N/A	N/A
Townhome	N/A	N/A	\$964*	\$1,114	\$1,243	\$1,425	\$1,425

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Murphy Park II) Development #MO1-045

No. of Bedrooms	0	1	2	3	4	5	6
Garden	N/A	N/A	\$852*	\$942*	N/A	N/A	N/A
Townhome	N/A	N/A	\$852*	\$977*	\$1,154*	N/A	N/A

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Murphy Park III) Development #MO1-046

No. of Bedrooms	0	1	2	3	4	5	6
Garden	N/A	N/A	\$872*	\$946*	N/A	N/A	N/A
Townhome	N/A	N/A	\$880*	\$946*	\$1,322	\$1,465	\$1,481

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Cahill House) Development #MO1-056

No. of Bedrooms	0	1	2	3	4	5	6
Garden	N/A	\$732*	\$867	N/A	N/A	N/A	N/A

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Renaissance Place at Grand) Development #MO1-050, MO1-057, MO1-059

No. of Bedrooms	0	1	2	3	4	5	6
Phase I – 500	N/A	\$708*	\$849*	\$1,160	\$1,225	\$1,374	N/A
Phase II – 570	N/A	\$708*	\$830*	\$959	\$1,225	\$1,374	N/A
Phase III – 590 Garden	N/A	\$658*	\$772*	N/A	N/A	N/A	N/A
Phase III – 590 Twnhm	N/A	N/A	\$823*	\$948	\$1,260	\$1,329	N/A

## PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Senior Living and Gardens @ Renaissance) Development #MO1-054, #MO1-055

No. of Bedrooms	0	1	2	3	4	5	6
Senior Living	N/A	\$746*	\$972	N/A	N/A	N/A	N/A
Gardens @ Ren	N/A	\$744*	\$932	N/A	N/A	N/A	N/A

## ST. LOUIS HOUSING AUTHORITY

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Les Chateaux) Development #MO1-048

No. of Bedrooms	0	1	2	3	4	5	6
	N/A	\$804*	\$964*	N/A	N/A	N/A	N/A

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (King Louis Square) Development #MO1-047, #MO1-049

No. of Bedrooms	0	1	2	3	4	5	6
King Louis Sq	N/A	\$531	\$663*	\$777*	\$1,158	N/A	N/A
King Louis Sq II	N/A	\$572*	\$704*	\$830*	N/A	N/A	N/A

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Cambridge Heights I, II, Sr. Living @ Cambridge) Development #MO1-058, #MO1-060, #MO1-062

No. of Bedrooms	0	1	2	3	4	5	6
Phase I – 580 Garden	N/A	\$583*	\$715*	N/A	N/A	N/A	N/A
Phase I – 580 Twnhm	N/A	N/A	\$772*	\$843*	\$1,186	\$1,290	N/A
Phase II – 600 Garden	N/A	\$606*	\$786*	N/A	N/A	N/A	N/A
Phase II – 600 Twnhm	N/A	N/A	\$812*	\$910*	\$1,274	\$1,290	N/A
Sr. Living@ Cambridge	N/A	\$654*	\$767*	N/A	N/A	N/A	N/A

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Arlington Grove) Development #MO1-063

No. of Bedrooms	0	1	2	3	4	5	6
Townhome	N/A	N/A	\$749*	\$856*	N/A	N/A	N/A

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (North Sarah I & II) Development #MO1-064, #MO1-065, #MO1-066

No. of Bedrooms	0	1	2	3	4	5	6
North Sarah I	N/A	\$640*	\$749*	\$855*	N/A	N/A	N/A
North Sarah II	N/A	\$600*	\$700*	\$800*	N/A	N/A	N/A
North Sarah III	N/A	\$600*	\$700*	\$800*	N/A	N/A	N/A

### PUBLIC HOUSING FLAT RENT SCHEDULE Tax Credit Public Housing Units (Preservation Square I) Development #MO1-067

No. of Bedrooms	0	1	2	3	4	5	6
Garden	N/A	N/A	\$808*	\$1,019*	N/A	N/A	N/A
Townhome	N/A	N/A	N/A	\$1,005*	N/A	N/A	N/A

**NOTE:** The above flat rent schedules are subject to change.

The latest and most recent flat rent schedule, as determined by the St. Louis Housing Authority, shall be applicable and automatically incorporated into and made a part of this policy as of the effective date of the newly established flat rents. They will be posted in each management office.

\*Reflects current Tax Credit rent

## Appendix 4     Site-Based Waiting Lists

Wait List - Target Development*	Minimum Bedroom	Maximum Bedroom
Arlington Grove	2	3
Badenhaus/Badenfest	0	2
Cahill House	1	2
Cambridge Heights	1	5
Clinton Peabody	1	5
Cochran Plaza	2	6
Euclid Plaza Elderly	0	2
Gardens @ Renaissance Place	1	2
James House	0	1
King Louis Square I, II	1	4
King Louis Square III	1	4
Kingsbury Terrace	1	2
LaSalle Park	2	4
Les Chateaux	1	2
Murphy Park I, II, III	2	6
North Sarah I, II, III	2	3
Northside Scattered Sites	2	5
Parkview	0	1
Renaissance Place @ Grand I, II, III	1	5
Southside Scattered Sites	0	4
Sr. Living @ Cambridge Heights	1	2
Sr. Living @ Renaissance Place	1	2
West Pine	1	2

\*The Armand and Ohio Waiting List was removed from SLHA's Site-Based Waiting Lists. After the list of current applicants has been exhausted, all new applicants will be pulled from the larger Southside Scattered Sites Waiting List.

## Attachment 1    **Resident Parking Procedure**

To ensure that residents are receiving full benefit and use of resident parking facilities, the St. Louis Housing Authority (SLHA) has implemented a parking sticker policy to govern their use.

The Management Office will be responsible for the issuance and record keeping of parking stickers utilizing the SLHA Parking Sticker Issuance Form. The Management Office will establish and maintain a log for all parking stickers indicating the date of issuance, name of Resident issued to, Guest Name (if applicable for temporary permit), driver's license number (if available), telephone number, vehicle make and model, and license plate number.

Parking will be on a first come, first served basis. There will be no assigned parking spaces. Families may be allowed more than one parking sticker per household if there are a sufficient number of parking spaces available at the development.

Parking stickers will be issued to the Head of Household. In the event the Head of Household does not own a vehicle but another family member (who is on the lease and resides in the household) has a vehicle, the head of the household can authorize that family member to become the recipient of the parking sticker. Residents must provide the Management Office with proof of current registration.

Once the parking sticker is issued, it should be affixed to the front windshield (bottom left-hand corner) where it is visible. Parking stickers must be visible at all times. Parking stickers shall only be issued to current residents and are only valid during the term of a resident's lease. In the event that a Resident's vehicle is sold, stolen, sustains windshield damage, etc., additional documentation will be required in order to receive a second parking sticker (i.e.: bill of sale, police reports, etc.).

Upon request from the Head of Household, Management may issue a temporary parking permit to a visitor not to exceed twenty-one (21) days. The following information must be provided to the Management Office before a temporary parking permit will be issued:

1.     Name of visitor
2.     License plate number
3.     Make and Model of car

Residents must abide by SLHA rules and regulations regarding the use of SLHA parking facilities. The following guidelines have been established for each development:

1.     Parking facilities are solely for the convenience of Residents. The use of the parking facilities by unauthorized persons is prohibited.

2. Parking facilities are not to be used as a storage lot. Any derelict, abandoned, unregistered, hazardous, or unauthorized vehicles may be towed at the owner's expense.
3. Trailers, boats, or commercial vehicles cannot be parked on SLHA property without prior written permission from the Management Office.
4. Maintenance and/or repairs to vehicles is prohibited except for emergency repairs such as changing of a flat tire.
5. Vehicles must be removed at times specified by Management for cleaning and repair of parking facilities as long as proper notification is provided.
6. Vehicles shall be parked within designated, striped areas only. Parking on sidewalks, fire lanes, lawns or any other area not designated for parking is prohibited.
7. Vehicles parked in accessible or handicapped spaces are required to display a current disabled placard or disabled license plates as required by state law.
8. Vehicles violating these rules may be towed at the owner's expense.

**THE USE OF ANY PARKING FACILITY IS SOLELY AT THE VEHICLE OWNER'S OWN RISK, AND THE ST. LOUIS HOUSING AUTHORITY ASSUMES NO RESPONSIBILITY OF ANY NATURE WITH RESPECT TO THE VEHICLE OR ITS CONTENTS.**

**PERMISSION TO USE PARKING FACILITIES IS A PRIVILEGE AND MAY BE REVOKED AT ANY TIME.**

# ST. LOUIS HOUSING AUTHORITY

## Parking Sticker Issuance Form

### CHECK ONE:

☐ Head of Household

☐ Other Resident

☐ Temporary

Head of Household:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Development:

\_\_\_\_\_

Resident/Guest Name:

*If applicable*

\_\_\_\_\_

### VEHICLE INFORMATION

Make:

\_\_\_\_\_

Model:

\_\_\_\_\_

License Plate Number:

\_\_\_\_\_

Proof of Current Registration  
Provided

☐

Expiration Date:\_\_\_\_\_

Parking Sticker Number:

\_\_\_\_\_

Expiration Date:

\_\_\_\_\_

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witnessed By/Issued By  
Management Staff Signature

\_\_\_\_\_  
Date



## Attachment 2    **One Strike and You're Out Policy**

**PURPOSE:**    The St. Louis Housing Authority's goal is to provide safe, decent and sanitary housing. In order to provide safe housing the Authority is adopting a One Strike and You're Out Policy that will affect admittance and continued occupancy in public housing for individuals engaged in criminal activities including violent crimes and any other crimes that would pose a threat to the life, health, safety or peaceful enjoyment of public housing residents.

In the screening for admittance to public housing, it shall be the policy of the St. Louis Housing Authority that there shall be comprehensive background check conducted on all prospective applicants and any household members 18 years of age or older. The background check will include, but shall not be limited to, criminal activity for a ten (10) year period prior to application, credit and payment history, landlord references and such other information deemed appropriate by the Authority. Among the criminal activities deemed unacceptable are crimes of violence, crimes against property, crimes that impose a financial cost, and crimes that involve disturbing the peace.

Persons evicted from public housing, Indian housing, Section 23 or any Section 8 program because of drug-related criminal activity, are ineligible for admission to public housing for three (3) years from the date of the eviction. The Authority may waive this requirement if the applicant demonstrates successful completion of a rehabilitation program approved by the Authority or household circumstances have changed such that the basis for the eviction no longer exist (i.e., individual involved in drug activity is incarcerated).

In the enforcement of the dwelling lease, the lease shall be strictly construed and enforced. It shall be the policy of the St. Louis Housing Authority that no resident, their household member or guest or others under the resident's control shall engage in criminal activity or drug-related activity. The provisions of the lease relating to criminal activity and drug-related activity are considered material terms of the lease. One violation of these provisions will be construed as a serious violation of the material terms of the lease and shall grounds for immediate termination and eviction.

Nothing in this policy shall be construed as relieving the Authority of its obligation to abide by any and all federal laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, age, disability and familial status or its obligation to provide due process to the residents of public housing.

This policy must be strictly adhered to by all employees, agents, contractors and consultants of the Authority. Any employee who violates this policy will be subject to disciplinary action up to and including dismissal. Appropriate action shall be taken against any agent, contractor or consultant who violates this policy, including termination of any contractual arrangement and seeking disbarment from participation in any federal programs. The Executive Director shall ensure that procedures are drafted to implement this policy. The Executive Director shall ensure compliance with this policy.

Resolution No. 2064

Approved by Board of Commissioners 9/18/96

## Attachment 3    **Applicant Review and Orientation Committee**

The Resident Council (RC) shall appoint an Applicant Review and Orientation Committee (AROC), composed of five RC Members. These appointments should be made with the approval of the Managing Agent (MA). The President of the RC shall be a member of this AROC and shall serve as chairperson of the AROC. Two of the first five members of the AROC shall serve for a term of one year and two shall serve for a term of two years. Thereafter, all members, except for the President, or his/her designee, shall serve terms of two years so that two members of the AROC may be selected every year. The membership position held by the President or by his/her designee shall run concurrently with the President's term of office.

The AROC shall be responsible for reviewing applicants for apartments and assisting in orientation of prospective residents with respect to general resident issues such as resident and management responsibilities, rules of conduct, resident council and resident patrol activities, available St. Louis Housing Authority (SLHA) community services and general information regarding the surrounding area.

The RC will be informed prior to their involvement that this process is confidential in nature and members of the AROC must understand the importance of their role.

The RC, after agreeing to participate, shall enter into a memorandum of agreement with SLHA signed by the President and one other officer of the RC, which will clearly state that all information provided by applicants or by SLHA is confidential in nature and is to be used only by the AROC in the performance of its official duties. Each AROC member will sign a similar agreement individually. Agreements will specify the term of service for each member.

Since each AROC member will complete a special training course, it is in the best interest of SLHA that the AROC be a standing committee of the RC.

All members of the AROC shall be members of the RC, who are willing and able to attend SLHA-sponsored training workshops dealing with resident selection procedures, interviewing techniques, sensitivity training and understanding of confidentiality requirements related to information included in an applicant's record, discussion of legal requirements governing SLHA's applicant eligibility process and other pertinent topics which will adequately prepare them for their very important roles as AROC members.

### **Prospective Residents**

When apartments are scheduled to become vacant, the MA shall select prospective new residents on an as needed basis, utilizing the appropriate current waiting list.

The MA shall mail a letter explaining the AROC process to the prospective resident and advise them of the purpose of the AROC, the interview process that will be required and the date of the scheduled appointment. The AROC is advised of the scheduled orientation date and location.

### **Applicant Review Process**

Upon arrival, the applicant completes the AROC transmittal form and a consent form. This transmittal form shall serve as a basis for the AROC interview. This form shall include basic information regarding the applicant's current address, family composition, and school attendance. All adult members of the family will be expected to attend the interview. The interview, personal references (requested on transmittal form) and other subjective and objective criteria will serve as the basis for the AROC's recommendations to the MA. The MA representing SLHA will be present at all interviews and monitor them to insure that they are conducted in accordance with the guidelines discussed in the training classes. AROC members will be bound by the same legal requirements as SLHA in their decisions on acceptability. These include:

- The AROC cannot arbitrarily reject an applicant based on unsubstantiated inferences about an applicant;
- Information considered by the AROC must relate to the individual attributes or behavior of the applicant;
- Information considered must relate to whether the conduct of the applicant in current or previous housing indicates that they would have a negative impact on residents of the development should rental occur;
- The AROC cannot discriminate against applicants on the basis of race, religion, gender, color, disability, age, marital status, sexual orientation, national or ethnic origin.

A determination shall be made by the AROC whether the applicant(s) are acceptable or unacceptable on the day the interview is conducted. This recommendation is only advisory in nature, and the MA will make the final determination. However, the finding of the AROC is to be given strong consideration.

AROC members are not to engage in any contacts with the applicants other than the interview process.

Every effort will be made by the AROC to provide a qualified interpreter if the applicant does not speak English.

In order to assure proper communications with all applicants, including those with disabilities, the AROC will make every effort to provide and use auxiliary communication aids, such as telecommunication devices for deaf persons or equally effective systems to afford disabled persons and equal opportunity to participate in SLHA programs.

### **Unacceptable Applicants**

If the AROC identifies areas of concerns reflecting upon the applicant's ability to fully meet the tenancy obligations, then these concerns shall be articulated to the MA. Any concerns articulated by the AROC shall be given strong consideration by the MA in determining the applicant's eligibility for Public Housing. With the MA's concurrence, any applicant determined unacceptable by the AROC, will have their application reviewed to reassess eligibility. The applicant will be advised of this action and provided with an explanation. The MA will retain the final authority for determining eligibility for public housing and shall review all returned applications to determine whether new information is sufficient to affect eligibility or whether further investigation is warranted. The AROC is to be notified of the final results. The criterion in the AROC standard information form (attached) is to be used for the purpose of reviewing applicants.

### **Conflict of Interest**

If a member of the AROC is known to be related to or have an association with an applicant, then that member will be prohibited from exercising any role in the evaluation of that applicant.

### **Policy of Nondiscrimination**

SLHA will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, military status or presence of children in a household; nor will any criteria be applied, or information considered, pertaining to attributes or behavior that may be imputed to some particular group or category. All criteria applied and information considered in administering this plan shall relate solely to the attributes and behavior of the individual members of the household.

SLHA shall not, on account of race, creed, color, sex, age, class, disability, religion, military status or the presence of children deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

**AGREEMENT BETWEEN THE ST. LOUIS HOUSING AUTHORITY (SLHA) AND  
RESIDENT COUNCIL (RC)**

**DATED AS OF \_\_\_\_\_, 20\_\_\_\_**

SLHA and the RC wish to make use of an Applicant Review and Orientation Committee (AROC) that will be created by the RC.

The AROC shall serve two advisory roles: (1) it shall review applicants for apartments in Public Housing Developments and (2) it shall assist in the orientation of prospective residents to the developments community.

In consideration of the mutual benefits to be derived, the parties agree as follows:

**SECTION ONE  
SCOPE AND DESCRIPTION**

1. The RC agrees to create an AROC for the purpose of assisting SLHA in the review of applicants for apartments in SLHA developments and orienting prospective residents to the community.
2. SLHA will not provide any information to the AROC and will not use the AROC at all if any of the conditions of this Agreement are not met. SLHA is under no obligation to provide any information to the AROC.
3. The AROC shall be composed of three members and two alternatives, in accordance with the terms and conditions set forth in this agreement. The AROC shall assist SLHA in an advisory nature by:
  - A. Interviewing applicants for apartments in Public Housing developments under the supervision of SLHA management and in accordance with appropriate SLHA guidelines; and
  - B. Assisting in the orientation of prospective residents to the community and discussing with them the issues that are important to the residents who live in the development.

**SECTION TWO  
CONFIDENTIALITY**

1. The RC acknowledges the need for, and agrees to use its best efforts to preserve the confidentiality of any and all information received by the AROC.
2. The RC agrees that the AROC and its members shall use any and all information concerning an applicant, whether supplied by the applicant or by any other source, including SLHA, solely for the purpose of advising SLHA management as to the AROC's recommendation concerning that applicant.

3. The RC shall be responsible for insuring the confidentiality of any and all information received by the AROC. In fulfilling that responsibility, the RC shall:
  - A. Establish appropriate administrative safeguards to insure the confidentiality of any and all information received by the AROC;
  - B. Inform the individual members of the AROC of the confidential nature of the information they will be receiving as members of the AROC; and
  - C. Require that each and every member of the AROC sign a Confidentiality Agreement whereby each member shall agree to keep any and all information they receive as members of the AROC strictly confidential.

### **SECTION THREE MEMBERSHIP**

1. The RC agrees that the members of the AROC will be selected from among the members of the RC by whatever procedure the RC deems appropriate.
2. The President of the RC shall, at all times, be a member of the AROC. The membership term of the President or of his/her designee shall run concurrently with the President's term of office.
3. The members of the AROC shall not receive any monetary compensation, from either SLHA or from any applicant, for the services they render as members of the AROC.
4. In order to encourage the preservation of confidentiality, the membership of the AROC shall not exceed five (three members and two alternates) at any time.
5. Two of the first five members of the AROC shall serve for terms of one year and two shall serve for terms of two years. Thereafter, all members, except for the President, shall serve for terms of two years so that two members of the AROC may be selected every year.
6. The RC agrees not to select anyone for AROC membership unless the person complies with all of the following requirements:
  - A. He or she must be a legal resident of SLHA who has executed a public housing lease with SLHA.
  - B. He or she must be at least 18 years of age.
  - C. He or she must be a current member of the RC.
  - D. He or she must not be a SLHA employee.

7. The RC agrees not to enter into an agreement with any individuals to serve on the AROC unless the MA first confirms that the individual complies with all of the requirements of Paragraph VI. The MA shall accordingly be required to approve the designation of any AROC member by signing the Confidentiality Agreement between the RC and the individual members of the AROC.
8. The RC agrees that membership on the AROC is non-delegable and non-assignable.

#### **SECTION FOUR TERMINATION**

1. The RC agrees that this agreement shall be terminable by SLHA if the RC, the AROC, or any AROC member uses any information concerning an applicant for public housing, supplied by the applicant or by any other source, including SLHA, for any purpose other than to advise SLHA management as to the AROC's recommendation concerning that applicant.
2. The RC is required to immediately terminate the designation of any AROC member who does not continue to comply with all of the requirements of Section Three, Paragraph VI as set forth above and/or who loses such status through any legal or administrative action.
3. Either party may terminate this agreement at any time and for any reason by giving 30 days prior notice in writing. Such notice shall be given to SLHA's Executive Director at 4100 Lindell Boulevard, St. Louis, MO 63108. Notice to the RC shall be sent to the RC President at the RC President's address.

#### **SECTION FIVE TERM**

This agreement shall continue in effect for a period of three years following the date set forth above, or until the agreement is terminated pursuant to the paragraphs contained in Section Four.

#### **SECTION SIX LIABILITY**

The RC agrees that it has been advised that it may be subject to serious consequences, if there is any disclosure of the information received by the members of the AROC to anyone outside of the AROC other than SLHA management. Such consequences include, but are not limited to, liability to applicants for damages caused by the disclosure of information received by the members of the AROC.

SLHA is not required to defend or hold harmless the RC or its members from any actions in which improper disclosure of protected information may occur.

The AROC and RC agree to indemnify and hold SLHA harmless in the event that liability is incurred due to the intentional or negligent misconduct of either the Board or the AROC.

## **SECTION SEVEN SCHEDULE**

The RC agrees to establish a regular schedule to conduct the interviews that will have a minimal impact on leasing time. If the RC cannot meet the schedule, the RC will waive the right to conduct the interviews.

## **SECTION EIGHT MODIFICATION**

SLHA reserves the right to modify this agreement upon 30 days written notice to the RC.

## **SECTION NINE CONFLICT OF INTEREST**

The AROC will not permit any member to participate in the advisory evaluation of any applicant if the AROC member has a relationship or association with the applicant.

## **SECTION TEN POLICY OF NONDISCRIMINATION**

SLHA will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, military status or presence of children in a household; nor will any criteria be applied, or information considered, pertaining to attributes or behavior that may be imputed to some particular group or category. All criteria applied and information considered in administering this plan shall relate solely to the attributes and behavior of the individual members of the household.

SLHA shall not, on account of race, creed, color, sex, age, class, disability, religion, military status or the presence of children deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

St. Louis Housing Authority



Resident Council (RC)

By: \_\_\_\_\_  
RC President

\_\_\_\_\_  
RC Officer/Title

St. Louis Housing Authority

By: \_\_\_\_\_  
Managing Agent (MA)

**CONFIDENTIALITY AGREEMENT  
BETWEEN THE RESIDENT COUNCIL OF THE ST. LOUIS HOUSING AUTHORITY  
AND THE INDIVIDUAL MEMBERS OF ITS APPLICANT  
REVIEW AND ORIENTATION COMMITTEE**

**DATED AS OF \_\_\_\_\_, 20\_\_**

**SECTION ONE  
SCOPE AND DESCRIPTION**

1. I, \_\_\_\_\_, hereby agree to become a volunteer member of the Applicant Review and Orientation Committee (AROC) of the Resident Council (RC) created by the RC with the approval of the St. Louis Housing Authority (SLHA). I understand that membership on the AROC will be for a term of one year from the date of this agreement, except for the membership position held by the President of the RC or his/her designee which shall run concurrently with the President's term of office.
2. I understand that membership on the AROC is an important position and that I and the other members of the AROC are volunteering to assist SLHA in an advisory nature by:
  - A. Interviewing applicants for apartments in public housing under the supervision of SLHA management and in accordance with appropriate SLHA guidelines; and
  - B. Assisting in the orientation of prospective residents to the community and discussing with them the issues that are important to the residents who live in the Development.
3. I understand that my membership on the AROC is my own personal responsibility and that membership on the AROC cannot be sold, transferred, or given away to anyone else.
4. I further understand that I shall not receive any monetary compensation, from either SLHA or from any applicant, in connection with my work on the AROC.
5. I further understand that I shall not engage in any contact with the applicants other than at the interview process.

**SECTION TWO  
CONFIDENTIALITY**

1. I further understand that as a member of the AROC. I may be receiving very personal and confidential information concerning prospective residents and their families.

2. I agree to hold any information I might receive as a member of the AROC with the same care that I would hold my own most personal information.
3. I agree to use any information I receive as a member of the AROC, whether received from the applicant or from any other source, including SLHA, solely to advise SLHA management as to the AROC's recommendation concerning that applicant. I will not disclose or discuss the same, except with other members of the AROC or with SLHA management. I further understand that the duties expressed in this paragraph shall continue even after I am no longer a member of the AROC.
4. I understand that disclosure of any and all information concerning an applicant to anyone, except SLHA management and the other members of the AROC, may subject me to removal from the AROC and to other more serious consequences (including, but not limited to, liability to the applicant for any damages caused) that may be appropriate under the circumstances.
5. SLHA is not required to defend or hold harmless the RC or its members from any actions in which improper disclosure of protected information may occur.

The AROC and RC agree to indemnify and hold SLHA harmless in the event that liability is incurred due to the intentional or negligent misconduct of either the Board or the AROC.

### **SECTION THREE TERMINATION**

1. Either party may terminate the agreement at any time and for any reason by giving in writing thirty days prior notice to the other party. Such notice shall be given at this project location.
2. I further understand that if I, at any time, fail to maintain membership in the RC or if I lose my status as a resident or authorized occupant of my public housing apartment by moving out or by other legal or administrative action, then this agreement shall terminate immediately. Notice of this immediate termination will follow by letter from the President of the RC or his/her designee.
3. I understand that the work of the AROC shall end immediately if and when the agreement between SLHA and the RC, pursuant to which the AROC was formed, expires. I further understand that my obligation to keep all information concerning applicants and their families confidential shall continue even after the AROC is no longer in operation.

### **SECTION FOUR CONFLICT OF INTEREST**

I agree to disclose to the AROC any relationship or association with any applicant.

**SECTION FIVE  
POLICY OF NON-DISCRIMINATION**

SLHA will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, military status or presence of children in a household; nor will any criteria be applied, or information considered, pertaining to attributes or behavior that may be imputed to some particular group or category. All criteria applied and information considered in administering this plan shall relate solely to the attributes and behavior of the individual members of the household.

The St. Louis Housing Authority shall not, on account of race, creed, color, sex, age, class, disability, religion, military status or presence of children deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

\_\_\_\_\_  
(Name)  
AROC Member

Designation for Membership Approved:

Resident Council

St. Louis Housing Authority

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Managing Agent

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Seal)

**SUGGESTED QUESTIONS THAT COULD BE ASKED  
BY THE AROC COMMITTEE**

- What do you know or how much do you know about SLHA or this development?
- What would you like to know about SLHA or this development?
- Tell us a little bit about yourself or your family.
- What do you know about this city?
- Do you know anything about a resident council?
- Have you ever been part of any resident council?
- Would you like to be part of the resident council, resident patrol or any committee to the resident organization?
- What do you know about this community board or any other board?
- What do you think about someone who has been arrested for selling drugs? Should they be allowed to live in public housing?
- Some residents like to play loud music or put loud speakers out the window. What do you think?
- What would you do to maintain your building and its surrounding areas to keep them clean and safe?
- We have trash compactors. Some people while putting garbage down the compactor drop some on the floor or just leave the garbage on the floor. What would you do?
- According to you, what makes a good resident?
- In our community we have \_\_\_\_\_ high school(s), \_\_\_\_\_ junior high school(s) and \_\_\_\_\_ elementary school(s). Will you be enrolling your children in any of these schools?
- Does your family have any problems where SLHA or our Resident Council can be of assistance? Special services needed, special transportation, etc.

## AROC STANDARD INFORMATION

Here is some standard information that AROC committee members must follow when they evaluate new applicants for admission to Public Housing. Most of the information was taken from the Code of Federal Regulations.

- SLHA cannot discriminate against any applicant on the basis of race, religion, gender, color, disability, age, marital status, sexual orientation, nationality or ethnic origin or physical or mental disability.
- SLHA may not automatically deny admission to a particular group or category or otherwise eligible applicants such as unwed mothers or families with children born out of wedlock.
- SLHA's procedures must provide for verification and documentation of information relevant to acceptance or rejection of an applicant. SLHA and the AROC may not make unsubstantiated conclusions about an applicant.
- The information to be "considered" must be reasonably related to individual attributes and behavior of an applicant, it shall not be related to a particular group or category or person of which an applicant may be a member.
- The information to be considered shall be reasonably related to whether the conduct of the applicant in present or prior housing indicates that the applicant might be likely to interfere with other tenants in a way that would diminish their enjoyment of the premises by significantly affecting their health, safety or welfare or would adversely affect the physical environment or financial stability of the development if the applicant were admitted to the development.
- Significant information regarding habits or mal-practices may include, among other things:
  - A. Past performance on meeting financial obligations, especially rent.
  - B. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may significantly affect the health, safety or welfare of other residents, and
  - C. A history of criminal activities involving crimes of physical violence to persons or property and other criminal behavior that would significantly affect the health, safety or welfare of other residents.

## Asset Management Department

3520 Page Blvd. ■ St. Louis, MO 63106 ■ p 314.286.4330 ■ f 314.289.7374 ■ tdd 314.286.4223 ■ www.slha.org

Date: \_\_\_\_\_, 20\_\_

### AROC Meeting Letter

Dear \_\_\_\_\_:

You and your immediate family (adult family members) are scheduled to meet with the Managing Agent and members of the Applicant Review and Orientation Committee (AROC) on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ a.m./p.m., at \_\_\_\_\_. This meeting is not a rental, it is a pre-rental interview. Please complete and sign the attached form and return it in the enclosed self-addressed stamped envelope by \_\_\_\_\_, 20\_\_.

The St. Louis Housing Authority (SLHA) has agreed to allow the Resident Council (RC) to create an Applicant Review and Orientation Committee (AROC). As part of this program, SLHA is requiring that all applicants for apartments attend a meeting with the Managing Agent and the members of the AROC.

The RC has created the AROC, because the residents who live in the developments are genuinely concerned about their communities. The AROC will serve two important roles. They will interview prospective residents, like you, and they will assist you in becoming familiar with the community.

There is absolutely no fee involved with the submission of the attached form or in your meeting with the AROC.

Your meeting with the AROC is meant to be a positive experience. The AROC will ask you questions and you will also be given the opportunity to ask them questions about their RC and about the immediate community. The AROC will also describe to you the resources available to you at the development and in the surrounding community and will discuss with you the concerns that are important to the people who live in \_\_\_\_\_.

The AROC's role in the eligibility process is to advise SLHA management as to an applicant's eligibility for public housing based upon SLHA's eligibility criteria and standards of admission. **However, the AROC does not determine eligibility.**

SLHA management makes all determinations of eligibility. SLHA management has already determined that you have met certain eligibility requirements for public housing and that determination has not changed. In the unlikely event SLHA management determines that your eligibility may have to be reconsidered you will be notified immediately.

Please be advised the AROC members will not discuss the application outside of the formal interview process.

Your family is welcome to attend the AROC meeting with you. We hope that this meeting will be an enjoyable and worthwhile experience for you.

If you have special needs addressed by the Americans with Disabilities Act, please contact \_\_\_\_\_ at (     ) \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Managing Agent



**ST. LOUIS HOUSING AUTHORITY**

**APPLICANT REVIEW AND ORIENTATION COMMITTEE TRANSMITTAL**

Applicants Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address:  
(If different) \_\_\_\_\_  
\_\_\_\_\_

How long applicant lived there? \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name/Number of Contact Person (if no phone): \_\_\_\_\_

FAMILY INFORMATION: (Fill out information below on all persons who live with applicant)

	First Name	Relationship	Age	Employed Yes/No	Occupation/ School & Grade
1.	_____				
2.	_____				
3.	_____				
4.	_____				
5.	_____				
6.	_____				
7.	_____				

Personal References (other than family members)

1.	_____	_____
	Name	Phone Number
2.	_____	_____
	Name	Phone Number
3.	_____	_____
	Name	Phone Number

Return by: \_\_\_\_\_  
Date Applicant's Signature

## **ST. LOUIS HOUSING AUTHORITY**

### **CONSENT FORM**

The St. Louis Housing Authority (SLHA) encourages resident participation in the management of SLHA developments. To further its objective, SLHA has established a Resident Council (RC). The RC serves to consult with SLHA in connection with the resident selection process and the assist in the orientation of new residents. The RC's role is one of consultation only, and the RC does not have the authority to grant or deny admission to any SLHA applicants. The information you provide to SLHA may be shared with the RC for use during the selection process. Only the information deemed relevant to the activities of the RC will be shared by SLHA, and the AROC will be required to use the information solely for consultation with your family and SLHA. By signing this document, you shall consent and authorize SLHA to share your application information with the RC.

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Signature

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Date

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Signature

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Date

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Signature

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Date

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Signature

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Date

## Attachment 4    **Grievance Forms**

### **Tenant Grievance Form No. 1**

**TO: Property Manager** \_\_\_\_\_ **DEVELOPMENT** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Complainant's Name, Address and Unit No.

**SUBJECT: Grievance** \_\_\_\_\_ **DATE:** \_\_\_\_\_

#### **REASON FOR FILING GRIEVANCE:**

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(If additional space is needed, use another form indicating Page 2)

#### **CORRECTIVE ACTION REQUESTED BY TENANT:**

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(If additional space is needed, use another form indicating Page 2)

**IT IS MY UNDERSTANDING THAT A WRITTEN DECISION SHALL BE SENT TO ME  
WITHIN TEN (10) BUSINESS DAYS.**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**

**Tenant Grievance Form No. 2**

**TO:** \_\_\_\_\_ **DEV. NO** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Managing Agent

**SUBJECT: Grievance** **DATE:** \_\_\_\_\_

**RESPONSE TO GRIEVANCE BY MANAGEMENT**

**RESPONSE TO GRIEVANCE:**

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(If additional space is needed, use another form indicating Page 2)

**PLEASE BE ADVISED IF YOU ARE DISSATISFIED WITH THE ABOVE RESPONSE TO YOUR COMPLAINT, YOU MAY SUBMIT A WRITTEN REQUEST WITHIN SEVEN (7) BUSINESS DAYS TO YOUR DEVELOPMENT MANAGER FOR A HEARING BEFORE THE RESIDENT GRIEVANCE COMMITTEE. REQUEST FOR HEARING FORMS (FORM 3) ARE AVAILABLE AT YOUR MANAGEMENT OFFICE. IF YOU DO NOT REQUEST A HEARING WITHIN THE ABOVE TIME PERIOD, YOU WAIVE YOUR RIGHT TO A HEARING.**

\_\_\_\_\_  
**Manager's Signature**

\_\_\_\_\_  
**Date**

**Tenant Grievance Form No. 3**

**ST. LOUIS HOUSING AUTHORITY**

**TO:** \_\_\_\_\_ **DEV. NO.** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Complainant's Name, Address and Unit No.

**SUBJECT: Grievance Dispute** **DATE:** \_\_\_\_\_

I wish to contest the Manager's proposed disposition of the Grievance I filed on \_\_\_\_\_, and am hereby requesting my situation and the events leading up to it be reviewed by the Resident Grievance Panel.

I understand that if my Grievance involves the amount of rent that the St. Louis Housing Authority claims is due, I must pay all monthly rent to my account into an escrow account acceptable to the Housing Authority during the course of these grievance proceedings.

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**

## Attachment 5

### **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

SLHA is concerned about the safety of the participants<sup>1</sup> in its programs, and such concern extends to residents who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>2</sup> SLHA allows program participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The ability of SLHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SLHA has another dwelling unit that is immediately available<sup>4</sup> tenant for temporary or more permanent occupancy.

There are five parts to this emergency plan:

- Part 1: Eligibility for Emergency Transfers**
- Part 2: Emergency Transfer Request Documentation**
- Part 3: Confidentiality**
- Part 4: Emergency Transfer Timing and Availability**
- Part 5: Safety and Security of Program Participants**

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<sup>1</sup> For purposes of this Emergency Transfer Plan, the terms “participant,” “tenant,” “resident,” and “individual” are interchangeable.

<sup>2</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

<sup>4</sup> For the purposes of this emergency transfer plan, SAHA defines “immediately available” as a vacant unit ready for move-in within a reasonable period of time.

## **Part 1: Eligibility for Emergency Transfers**

As provided in HUD regulations at 24 CFR 5.2005(e)(2), a program participant is eligible for an emergency transfer if **one** of the following applies:

1. The participant is a victim of domestic violence, dating violence, sexual assault, or stalking; or
2. The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit; or
3. If the participant is a victim of sexual assault, and the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

An applicant or participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this Plan and submit it to:

**Attn: VAWA Coordinator  
St. Louis Housing Authority  
3520 Page Blvd.  
St. Louis MO 63106**

or

**VAWA@slha.org**

**Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.**

Eligibility for an emergency transfer does not guarantee continued assistance under the program or a transfer to another covered housing program.

The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)].

## **Part 2: Emergency Transfer Request Documentation**

If an applicant or tenant represents to SLHA that they or a member of their household is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request (but is not required to request), in writing, that the applicant or participant submit to SLHA the documentation described in Section B of this Part 2.

However, SLHA may choose to provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. In cases where SLHA decides to rely on such information, SLHA will document, in a confidential manner, the individual's verbal statement or other corroborating evidence.

### **A. Written Request for Documentation [24 C.F.R. 5.2007(a)(1)]**

If SLHA chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, SLHA must make such request in writing and include the following:

- ☐ a deadline of fourteen (14) business days following receipt of the request;
- ☐ description of the three forms of acceptable documentation, and
- ☐ instructions on where and to whom the documentation must be submitted.

SLHA may choose to extend the 14-day period. [24 C.F.R. 5.2007(a)(2)(ii)] In determining whether to do so, SLHA will consider factors that may contribute to the individual's inability to provide the documentation in a timely manner. These factors may include, but are not limited to the following:

- cognitive limitations
- disabilities
- limited English proficiency
- absence from the unit due to hospitalization or time in an emergency shelter
- administrative delays in obtaining police or court records,
- danger of further violence, and
- the individual's need to address health or safety issues.

SLHA will also grant reasonable accommodation for persons with disabilities.



During the 14-day period and any granted extensions, SLHA may not take any adverse actions, such as eviction, termination, or denial against the individual requesting VAWA protection.

However, if an applicant or participant does not provide the documentation requested by SLHA within the 14-day period and any granted extensions, SLHA may:

- Deny admission by the applicant or tenant to the covered housing program;
- Deny assistance under the covered housing program to the applicant or tenant;
- Terminate the participation of the tenant in the covered housing program; or
- Evict the tenant, or a lawful occupant that commits a violation of a lease.

[24 C.F.R. 5.2007(a)(2)(i)]

**B. Permissible Documentation [24 C.F.R. 5.2007(b)(1)(i)-(iii)]**

The individual may satisfy SLHA's request for documentation by providing any **one** of the following permissible forms of documentation. It is at the discretion of the applicant or participant which one of the forms of documentation to submit:

1. A completed and signed Form HUD-5382, *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* that:
  - ☐ States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking;
  - ☐ States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and
  - ☐ Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking **if** the name is known **and** safe to provide.
2. A document that:
  - ☐ is signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence,

dating violence, sexual assault, or stalking, or the effects of such abuse;

- ☐ is signed by the applicant or tenant; and
  - ☐ specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA.
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.

If the applicant or participant submits a completed and signed *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (Form HUD-5382), additional third-party documentation is not required, **unless** for the reasons specified below under "Conflicting Documentation." [24 CFR 5.2005(e)(10)]

**C. Conflicting Documentation [24 CFR 5.2007(b)(2)]**

If SLHA receives documentation under the above section that contains conflicting information, SLHA may require an applicant or participant to submit third-party documentation, as described in Section B (2) and (3) above, within thirty (30) calendar days of the date of the request for the third-party documentation.

Conflicting information includes, but is not limited to:

1. More than one applicant or participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or
2. Submitted documentation contains information that conflicts with existing information already available to SLHA.

In the circumstance that an individual has submitted conflicting documentation, SLHA may request the individual submit any one of the following to meet the third-party documentation request:

1. A document that:
  - ☐ is signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse;
  - ☐ is signed by the applicant or tenant; and
  - ☐ specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA.
2. A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency.

SLHA must grant the individual thirty (30) calendar days from the date of the request to provide such third-party documentation.

If the individual submits third-party documentation that meets the above criteria and supports the individual's VAWA request, SLHA will **not** require further documentation of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking.

If the individual does not submit any third-party documentation within the required time period or submits documentation that does not meet the above criteria, SLHA may, but is not required to, accept that individual's assertion of victim status for the purpose of VAWA protection.

### **Part 3: Confidentiality**

SLHA will keep confidential any information related to the exercise of the applicant's or participant's rights under VAWA, including the fact that they are exercising their rights under VAWA. [24 CFR 5.2007(c)]

SLHA will not allow any individual administering assistance or other services on its behalf (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. SLHA, however, may disclose the information provided if:

- ☐ The victim gives written permission to SLHA to release the information on a time limited basis.
- ☐ SLHA needs to use the information in an eviction or termination proceeding, such as to evict the abuser or perpetrator or terminate the abuser or perpetrator from assistance under this program.
- ☐ A law requires SLHA or a landlord to release the information.

SLHA will not disclose the location of the dwelling unit of the tenant to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. [24 CFR 5.2005(e)(4)]

## **Part 4: Emergency Transfer Timing and Availability**

SLHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SLHA will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply under a covered housing program [24 CFR 5.2005(e)(13)]; therefore, the emergency transfer plan does not guarantee an external transfer to another covered housing program.

At the applicant or participant's request, SLHA will assist with contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this Plan.

### **A. Housing Choice Voucher (HCV) Program [24 CFR 5.2005(e)(9)]**

When a participant communicates an emergency transfer request due to reasons that fall under VAWA, the VAWA Coordinator will handle the request as follows:

1. The VAWA Coordinator will ask the participant to provide contact information at which the victim feels safe receiving communication and the manner of communication (e.g. phone call, email, U.S. Mail).
2. The VAWA Coordinator will provide the individual with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (Form HUD-5382) and *Notice of Occupancy Rights* attached to this Plan [24 CFR 5.2005], along with a written request for documentation that includes the following:
  - ☐ a deadline of fourteen (14) business days following receipt of the request;
  - ☐ description of the three forms of acceptable documentation, and
  - ☐ instructions on where and to whom the documentation must be submitted.
3. The VAWA Coordinator will review the request once the completed Form HUD-5382 or other acceptable documentation has been submitted and determine whether the case falls under VAWA definitions.

4. If the case falls under VAWA definitions, the VAWA Coordinator will send an e-mail to the assigned Housing Specialist instructing that the individual should be issued a voucher to move, and that issuance of the voucher is time-sensitive.
5. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.
6. The assigned Housing Specialist will expedite completing the recertification (if recertification is necessary) and issue the voucher to the participant.
7. The VAWA Coordinator will inform the participant that local victim service providers may be able to assist them with identifying temporary shelter or other services, such as safety planning, counseling, and emergency funding. The VAWA Coordinator will provide the list of resources in this Plan.
8. When the participant's Request for Tenancy Approval is submitted SLHA will expeditiously inspect the unit, conduct a rent reasonableness determination, and prepare the HAP contract.
9. **Family Break-Up.** The VAWA Coordinator may instruct the Housing Specialist to issue a voucher to facilitate the emergency transfer of the victim without first terminating assistance to the perpetrator. [24 CFR 982.315(a)(2)]
10. SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. However, the VAWA Coordinator will retain VAWA documentation in a separate case file for a period of three (3) years after completion of the request, including a record of each request made under this Plan and the outcomes of each request. [24 CFR 5.2005(e)(12)]

**No restrictions on moves.** SLHA's policies on restricting timing and number of moves do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health and safety of the family or family member. [24 CFR 982.354(c)(2)(iii)]

**Porting.** If the participant requests to move outside of SLHA's jurisdiction, the portability regulations will still apply [PIH Notice 2016-09].

## **B. Project-Based Voucher (PBV) Program<sup>5</sup>**

Unlike families receiving tenant-based assistance under the HCV program, PBV families cannot move with their project-based assistance as the assistance is tied to the unit. However, if a participant makes an emergency transfer request and SLHA's VAWA Coordinator determines the case falls under VAWA definitions, SLHA will offer the participant a transfer to an available Project-Based Voucher unit provided the participant meets any tenant screening or eligibility requirements of the property.

Participants will not be denied admission on the basis or as a direct result that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

If there is no safe Project-Based Voucher unit immediately available, SLHA will offer the family a tenant-based voucher in accordance with the procedures outlined in this Plan.

## **C. Public Housing Program**

For purposes of this Section:

- *Internal emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would not be considered a new applicant, meaning the tenant may reside in a new unit without having to undergo an application process. [24 CFR 5.2005(1)(e)(i)]
- *External emergency transfer* refers to an emergency relocation of a tenant to another unit where the tenant would be considered a new applicant, meaning the tenant must undergo an application process in order to reside in the new unit. [24 CFR 5.2005(1)(e)(ii)]
- *Safe unit* refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe. [24 CFR 5.2005(1)(e)(iii)]

When a SLHA public housing resident communicates an emergency transfer request due to reasons that fall under VAWA, the resident may make an internal emergency transfer under VAWA when a safe unit is immediately available. The VAWA Coordinator will process the request as follows [24 CFR 5.2005(e)(6)]:

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<sup>5</sup> PHAs administering Public Housing, HCV (including PBV), and Section 8 Mod Rehab must ensure that their Emergency Transfer Plan covers these programs. PIH Notice 2017-08.

1. The VAWA Coordinator will ask the participant to provide contact information at which the victim feels safe receiving communication and the manner of communication (e.g. phone call, email, U.S. Mail).
2. The VAWA Coordinator will provide the participant with the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* form (Form HUD-5382) and *Notice of Occupancy Rights* attached to this Plan, along with a written request for documentation that includes the following:
  - ☐ a deadline of fourteen (14) business days following receipt of the request;
  - ☐ description of the three forms of acceptable documentation; and
  - ☐ instructions on where and to whom the documentation must be submitted.
3. The VAWA Coordinator will give the resident the list of domestic violence advocacy organizations attached to this Emergency Transfer Plan.
4. The VAWA Coordinator will review the request once the completed Form HUD-5382 or other acceptable documentation has been submitted and determine whether the case falls under VAWA definitions.
5. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.
6. If the case falls under VAWA definitions, the VAWA Coordinator will email SLHA's Contract and Compliance Specialist and request a list of available units for which the household is eligible.
7. The Contract and Compliance Specialist will identify all units that may be available in SLHA's database and contact each property to confirm unit availability. Once confirmed, the Contract and Compliance Specialist will email the list of available units (if any) to the VAWA Coordinator.
8. If a safe unit is immediately available, the VAWA Coordinator will contact the participant by phone (and confirm in writing by email or U.S. Mail if safe to do so), the address for the first available unit.



9. The VAWA Coordinator will contact the public housing site of the available unit to arrange a date and time for the resident to view the unit and complete any paperwork necessary to complete the transfer.
10. If the resident accepts the unit offered, the VAWA Coordinator will confirm by obtaining the resident's signature of acceptance on a unit offer letter. The VAWA Coordinator will then email the signed unit acceptance to both public housing sites (former unit and new unit) to SLHA's Contract and Compliance Specialist.
11. Upon receipt of the signed unit acceptance, the new public housing site will send an email to the old public housing site and SLHA's Contract and Compliance Specialist, stating the exact move-in date.
12. The resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred.
13. SLHA may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit. For example, a non-elderly individual will not be eligible to transfer to an elderly only property.
14. If the resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit subject to unit availability and the following:
  - a. SLHA will limit emergency unit transfer offers to three (3) unit offers unless the individual submits supporting documentation of "good cause" to reject the unit offer.
  - b. "Good cause" is defined as a situation in which an individual is willing to move but is unable to do so at the time of the unit offer, or the individual demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the individual's race, color, national origin, etc.
15. If the resident declines a unit offered, the VAWA Coordinator will confirm by obtaining the resident's signature declining on the unit offer letter. The VAWA Coordinator will then email the signed unit decline to both public housing sites (former unit and new unit) and to SLHA's Contract and Compliance Specialist.

16. SLHA will not enter information provided under this Plan into any shared database or disclose information to any other entity or individual. However, the VAWA Coordinator will retain VAWA documentation in a separate case file for a period of three (3) years after completion of the request, including a record of each request made under this Plan and the outcomes of each request. [24 CFR 5.2005(e)(12)]

***If a Safe Unit Is Not Immediately Available [24 CFR 5.2005(e)(6)]:*** If SLHA does not have a safe unit immediately available for an Internal Emergency Transfer, the resident will be placed on the Emergency Transfer Waitlist. Residents on the Emergency Transfer Waitlist will take precedence over non-VAWA transfers and new applicants. The resident may also request an External Emergency Transfer. A resident may choose to pursue both an Internal and an External Transfer at the same time. [24 CFR 5.2005(e)(8)]

***If External Emergency Transfer is Requested [24 CFR 5.2005(e)(7)]:*** The VAWA Coordinator will take the following steps to assist the tenant with an External Emergency Transfer:

1. Provide the resident with a list of other SLHA-assisted properties. The list will include unit sizes, preferences, and contact information.
2. At the tenant's request, SLHA will also provide a list of non-SLHA assisted properties and/or housing providers that includes unit size, preferences, and contact information obtained from <https://hopeforseniorsstl.org/case-management/senior-housing-list/>
3. At the tenant's request, the VAWA Coordinator will assist the resident by contacting one or more of the housing providers.
4. At the tenant's request, the VAWA Coordinator will share documentation from the resident's current file in order to expedite the application process to a new unit, as long as the resident provides written consent to do so, and applicable confidentiality requirements are met.

***Priority of VAWA Emergency Transfers in Public Housing [24 CFR***

***5.2005(e)(3)]:*** The order for priority of VAWA Emergency Transfers will be as follows (subject to the requirements of HUD Section 504 discussed below):

- **First priority:** Internal Emergency Transfers. Priority among Internal Emergency Transfers will be evaluated on a case-by-case basis if any conflicts arise.

- **Second priority:** External Emergency Transfers.
- **Third priority:** Internal Special Transfers (i.e. non-VAWA).

***Accessible Units in Public Housing:*** In order to meet the requirements of HUD Section 504 to maximize use of accessible units by those who need accessibility features, SLHA will apply the following order of priority for Accessible Units only:

- **First priority:** current occupant of the property who needs the accessibility features of the vacant unit.
- **Second priority:** eligible qualified individual on the waiting list who needs accessible features.
- **Third priority:** individuals without disabilities who need an emergency transfer under VAWA.

## **Part 5: Safety and Security of Program Participants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, applicants and participants are urged to take all reasonable precautions to be safe. SLHA will provide information to applicants and participants to obtain assistance for their security and safety with the following disclaimer:

**St. Louis Housing Authority is not responsible for and does not operate, control, or endorse, any of the below listed providers or websites. The information is provided merely as a resource.**

Applicants and participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Applicants and participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE or visit the online hotline at <http://ohl.rainn.org/online/>.

Applicants and participants who are or have been victims of stalking seeking help may visit the National Center of Victims of Crime's Stalking Resources Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **Local Resources:**

#### **Domestic/Sexual Violence Crisis Hotlines**

<b>ALIVE</b>	314.993.2777
<b>Safe Connections</b>	314.531.2003
<b>YWCA Metro St. Louis</b>	314.531.7273

#### **Domestic Violence Shelters**

<b>A Safe Place</b>	636.232.2301 (Jefferson County)
<b>Bridgeway Behavioral Health</b>	636.224.1800 (St. Charles)
<b>Kathy J. Weinman Shelter</b>	314.423.1117 (St. Louis County)
<b>Saint Martha's Hall</b>	314.533.1313
<b>The Women's Safe House</b>	314.772.4535

#### **Legal Assistance and Courts**

<b>St. Louis City Adult Abuse Office</b>	314.622.4434
<b>St. Louis County Adult Abuse Office</b>	314.615.4725
<b>Jefferson County Courthouse</b>	636.797.5060
<b>St. Charles County Courthouse</b>	636.949.3080

**Legal Assistance of Eastern Missouri** 314.532.4200

**Other support services and programs**

<b>Crime Victim Center</b>	314.652.3623
<b>Family Forward – ROW Programs</b>	314.588.8300
<b>Life Source Consultant</b>	314.524.0686
<b>Lydia’s House</b>	314.771.4411
<b>Missouri Coalition Against Domestic &amp; Sexual Violence (MCADSV)</b>	573.634.4161
<b>Pathways to Brightness</b>	314.328.4348

**St. Louis Housing Authority**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>6</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>7</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Public Housing** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under Public Housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under Public Housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights **under Public Housing** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Ref. Form HUD-5380  
(12/2016)

**Removing the Abuser or Perpetrator from the Household**

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<sup>6</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>7</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

St. Louis Housing Authority may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. If St. Louis Housing Authority chooses to remove the abuser or perpetrator, St. Louis Housing Authority may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, St. Louis Housing Authority must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

In removing the abuser or perpetrator from the household, St. Louis Housing Authority must follow Federal, State, and local eviction procedures. In order to divide a lease, St. Louis Housing Authority may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, St. Louis Housing Authority may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, St. Louis Housing Authority may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If St. Louis Housing Authority does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, St. Louis Housing Authority may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** St. Louis Housing Authority may choose to require that you submit a form or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

Ref. Form HUD-5380  
(12/2016)

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

St. Louis Housing Authority will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

St. Louis Housing Authority's emergency transfer plan provides further information on emergency transfers, and St. Louis Housing Authority must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

St. Louis Housing Authority can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from St. Louis Housing Authority must be in writing, and St. Louis Housing Authority must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. St. Louis Housing Authority may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to St. Louis Housing Authority as documentation. It is your choice which of the following to submit if St. Louis Housing Authority asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- ☐ A complete HUD-approved certification form given to you by St. Louis Housing Authority with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- ☐ A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence,

Ref. Form HUD-5380  
(12/2016)



sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- ☐ A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- ☐ Any other statement or evidence that St. Louis Housing Authority has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, St. Louis Housing Authority does not have to provide you with the protections contained in this notice. If St. Louis Housing Authority receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), St. Louis Housing Authority has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, St. Louis Housing Authority does not have to provide you with the protections contained in this notice.

### **Confidentiality**

St. Louis Housing Authority must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

St. Louis Housing Authority must not allow any individual administering assistance or other services on behalf of St. Louis Housing Authority (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. St. Louis Housing Authority must not enter your information into any shared database or disclose your information to any other entity or individual. St. Louis Housing Authority, however, may disclose the information provided if:

- ☐ You give written permission to St. Louis Housing Authority to release the information on a time limited basis.
- ☐ St. Louis Housing Authority needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- ☐ A law requires St. Louis Housing Authority or your landlord to release the information.

Ref. Form HUD-5380  
(12/2016)

VAWA does not limit St. Louis Housing Authority's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, St. Louis Housing Authority cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if St. Louis Housing Authority can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If St. Louis Housing Authority can demonstrate the above, St. Louis Housing Authority should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **St. Louis FHEO Field Office, 1222 Spruce Street, Room 3.203, St. Louis, MO 63103, (314)418-5400.**

Ref. Form HUD-5380  
(12/2016)

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>

Additionally, St. Louis Housing Authority must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact St. Louis Housing Authority General Counsel at (314) 286-4231.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Legal Services of Eastern Missouri, 4232 Forest Park Avenue, St. Louis, MO 63108, (314) 534-4200 or 1-800-444-0514.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact RAINN (Rape, Abuse & Incest National Network) at 1-800-656-HOPE (1-800-656-4673).

Victims of stalking seeking help may contact the Stalking Resource Center at 1-855-4-VICTIM (1-855-484-2846).

**Attachment:** Certification form HUD-5382

Ref. Form HUD-5380  
(12/2016)

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

## **SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION**

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

### **TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**1. Date the written request is received by victim:** \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## REVISIONS

Revision 0, June 27, 2013	Resolution No. 2740	Adopted – Admissions and Continued Occupancy Policy (ACOP)
Revision 1, June 26, 2014	Resolution No. 2770	Adopted – Revised Sec. 4.2, 4.5.2, and 4.7, Sec. 5.1, 5.2.1, 5.3.2, and 5.4.2, Sec. 6.9, Sec. 7.2.3, and 7.4, Sec. 8.3.13, Sec. 9.6.2 and 9.7, Sec. 11.4, Sec. 15.2, Sec. 18.3.1, Sec. 19.3, Sec. 19.5, Sec. 19.6.2, Sec. 19.7, Sec. 20.2.2 and 20.4.2.5.1, Sec. 21.2.4, Sec. 22.1.2.2, Appendix 2 and 3, and Attachment 1
Revision 2, August 28, 2014	Resolution No. 2774	Adopted – Revised Appendix 1
Revision 3, June 25, 2015	Resolution No. 2798	Adopted – Revised Sec. 4.6.1, Sec. 5.2.1, 5.3.3 and 5.4.2, Sec. 6.5.1.3, 6.5.1.4, 6.5.1.5 and 6.6, Sec. 9.6.3 and 9.6.4, Sec. 11.6.6, Sec. 12.1, Sec. 15.3, Sec. 16.5, Sec. 17.3, Sec. 19.2.1 and 19.6.2, Sec. 20.4.2 and 20.4.2.2, Sec. 21.1, 21.2.4, 21.5 and 21.7, Sec. 24.3, Sec. 25.3.3, Appendix 2 and Appendix 3
Revision 4, July 23, 2015	Resolution No. 2801	Adopted – Revised Appendix 1 and Appendix 4
Revision 5, June 23, 2016	Resolution No. 2824 Resolution No. 2826	Adopted – Revised Sec. 6.2, Sec. 6.6, Sec. 6.8, Sec. 6.9, Sec. 8.4, Sec. 8.9, Sec. 9.4, Sec. 10.4.1, Sec. 11.6, Sec. 11.6.3, Sec. 11.6.4, Sec. 11.6.5, Sec. 18.4, Sec. 19.5, Sec. 20.5.3.3, Sec. 21.2.4, Sec. 21.7, Appendix 1, Appendix 2, Appendix 3, Appendix 4 and Attachment 1, Attachment 2 and Attachment 3
Revision 6, June 22, 2017	Resolution No. 2840 Resolution No. 2841	Adopted – Revised Sec. 4.5.2, Sec. 4.6.3.2, Sec. 5.3.3, Sec. 6.5, Sec. 9.6.2, Sec. 10.9, Sec. 11.6.6, Sec. 14.6.4, Sec. 15.3, Sec. 17.6.3, Sec. 18.1.3, Sec. 18.2.5, Sec. 19.6.2, Sec. 21.2.4, Sec. 21.6, Sec. 21.7, Sec. 21.8, Sec. 22.1.2.3, Appendix 3
Revision 7, June 28, 2018	Resolution No. 2858 Resolution No. 2862 Resolution No. 2867 Resolution No. 2869 Resolution No. 2873	Adopted – Sec. 26, Revised Sec. 8.8, Sec. 9.5, Sec. 10.3, Sec. 20.4.2.5.1, Sec. 20.5.3.3, Sec. 21.6, Sec. 22.1.2.4, Appendix 1, Appendix 2, Appendix 3, Appendix 4
Revision 8, June 27, 2019	Resolution No. 2893	Adopted – Revised Sec. 4.3.3, Sec. 20.4.2.4, Sec. 21.8, Sec. 23.3.5, Appendix 2, Appendix 3
Revision 9, September 24, 2020	Resolution No. 2916	Adopted – Revised Sec. 1.2, Sec. 3.1, Sec. 17.5, Sec. 19.2.1, Sec. 19.5, Sec. 20.6, Sec. 21.2.3, Sec. 22.1.2.2, Sec. 22.1.2.3, Sec. 25.2.1, Sec. 26.10, Appendix 2, Appendix 3

Revision 10, June 24, 2021	Resolution No. 2928	Adopted – Revised Sec. 15.2, Sec. 21.1, Sec. 21.2.1, Sec. 21.2.2, Sec 21.2.3, Sec. 21.2.4, Sec. 21.3, Sec. 21.3.1, 21.3.2, Sec. 21.4, Sec. 21.5, Sec. 21.6, Sec. 21.8, Sec. 21.9, Sec. 21.11, Sec.21.12, Appendix 2, Appendix 3, Appendix 5
Revision 11, June 23, 2022	Resolution No. 2947	Revised 17.6.3, 17.7, 22.1.2.3, 21.8, 24.3
Revision 12, June 22, 2023	Resolution No. 2968	Adopted Revised Sec. 4.6.1, 4.6.2, 4.6.3, 4.6.4, 4.6.5, 4.6.6, 10.5.4, 10.6.1, 16.4, 18.4, 20.1, 20.3, 21.3, 21.7.1, 27.7.2, 21.7.3, 21.7.6, 22.4.1, 22.4, 22.4.4, Appendix 1, Appendix 2, Appendix 3, Appendix 4, Attachment 5. Removed Appendix 5 (HUD COVID-19 Statutory and Regulatory Waivers).



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