

# **CHATTANOOGA HOUSING AUTHORITY**

## **Management Plan PBRA Highrise Sites**

**Effective Date: 1/1/2025**

### **CHATTANOOGA HOUSING AUTHORITY**

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# CHAPTER 1: INTRODUCTION

## 1.1 Introduction & Mission Statement

This Management Plan covers resident selection and admission, occupancy and resident services at the \_Dogwood Manor, Mary Walker Towers and Boynton Terrace\_\_ sites (“the Sites”, or individually, “The Site”), located in Chattanooga, TN, and ensures that these activities are conducted in a fair and nondiscriminatory manner and in compliance with applicable law, and program and project agreements.

The Sites are subject to requirements of the following programs (“Programs”):

- Project Based Rental Assistance (PBRA)
- Rental Assistance Development (RAD)

The mission of the Chattanooga Housing Authority parallels that of the Department of Housing and Urban Development to create strong, sustainable inclusive communities and quality affordable homes for all; to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life and build inclusive and sustainable communities free from discrimination. All employees of the CHA are expected to work cooperatively with management, residents, the public and co-workers toward achieving the mission and goals of the CHA as set forth by the Board of Commissioners (Board).

Among the CHA’s goals in achieving this mission are the following:

- a) To provide healthy, drug-free communities both in and surrounding units supported and managed by the CHA;
- b) To serve as the city’s housing safety net to the maximum extent possible without sacrificing the health of the community and neighborhood;
- c) To design, implement and support educational and vocational programs with the goal of reducing the long-term reliance of residents on public assistance programs;
- d) To use established and innovative financial and human resources to ensure that each CHA resident and housing community has the opportunity to achieve his/her/its maximum potential and achieve financial self-sufficiency;
- e) To promote the integration of assisted housing within the larger community;

- f) To comply with all applicable federal, state, and local laws and regulations; and
- g) To ensure that all employees are provided with the necessary training and supervision to accomplish their assigned responsibilities in promoting the mission of the CHA.

## **1.2 Statement of Nondiscrimination**

### **1.2.1 Compliance with Federal and State Laws**

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted. Such laws include Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988) and the implementing regulations at 24 CFR Parts 100,108,110, and 121; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35; the Violence Against Women Act of 2005 as amended by the Violence Against Women Reauthorization Act of 2013 and the implementing regulations at 24 CFR 5.2001 et. seq. ; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); and the Tennessee Landlord and Tenant Act.

### **1.2.2 Civil Rights and Fair Housing**

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Program.

To this end, the CHA shall not:

- 1) Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;



- 2) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Plan;
- 3) Subject any person to segregation or disparate treatment;
- 4) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;
- 5) Treat a person differently in determining eligibility or other requirements for admission;
- 6) Deny a person access to the same level of services available to other similarly situated individuals; and/or
- 7) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Programs.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants/residents of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the CHA's Central Office and all CHA's site-based Management Offices. In addition, all CHA's written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms, FHEO pamphlet, Fair Housing It's Your Right (HUD-1686-1-FHEO, 2011). The CHA will also assist in completing the forms, if requested, and will provide the address of the U.S. Department of Housing and Urban Development (HUD), Region IV Field Office, 235 Cumberland Bend, Suite 200, Nashville, TN 37228-1803, and the City of Chattanooga, Office of Multi-Cultural Affairs, City Hall, Chattanooga, Tennessee 37401.

HUD requires owners to gather data about the race and ethnicity of applicants and tenants so that HUD can easily spot possible discrimination, track racial or ethnic concentrations, and focus enforcement actions on owners with racially or ethnically identifiable properties.

### **1.2.3 Right To Privacy**

All adult members of both applicant and resident households are required to sign (HUD) Form 9887 (or equivalent), Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of

Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

The CHA will only release identifiable applicant or resident information as authorized by HUD regulations and:

- a) pursuant to a signed release or information request from the applicant or resident, and subject to the terms of that release or request; or
- b) pursuant to a lawful court order or lawful civil or criminal discovery process; or
- c) pursuant to a request for cooperation or information from other governmental agencies or regulatory body; or
- d) as otherwise required by law.

#### **1.2.4 Reasonable Accommodations**

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the Program. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities, or because the CHA's policies and/or procedures, lease or other provisions of law so provide.

The CHA cannot refuse to make a reasonable accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a CHA apartment, including public and common use areas.

The CHA must make a modification to a dwelling unit, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy CHA premises.

The CHA's full Reasonable Accommodation Policy is attached to this Plan as **Attachment A** and is hereby incorporated..

### **1.3 Accessibility and Plain Language**

#### **1.3.1 Accessible Facilities and Programs**

Facilities and programs used by applicants and residents shall be made accessible. CHA offices, hearing rooms, community rooms, laundry facilities, and other CHA spaces will be available for use by residents with

disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the CHA.

### **1.3.2 Plain Language Paperwork**

Documents intended for use by applicants and residents will be presented in accessible formats and/or with accessible methodologies for those with vision or hearing impairments and will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

### **1.3.3 Effective Communication Policy**

The CHA is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. The CHA's Effective Communication Policy is attached to this Plan as **Attachment B** and is hereby incorporated into the Plan..

### **1.3.4 Language Access Plan - Limited English Proficiency or Non-English Speakers**

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency and non-English speakers have meaningful access to the CHA's programs, services and activities. The CHA's Language Access Plan is attached to this Plan as **Attachment C** and is hereby incorporated.

## **1.4 Revisions to this Document**

This Plan may be revised from time to time, subject to approval by the CHA's Board of Commissioners and Program guidelines. Public notice and comments will be given and taken utilizing the same timeframes as the CHA's Agency Plan.

### **1.4.1 Upcoming Regulatory Changes [88 FR 9600]**

Pursuant to the Housing Opportunity Through Modernization Act of 2016 Sections 102, 103, and 104, HUD has published a Final Rule at 88 FR 9600, which is incorporated herein by reference. At such time as HUD finally determines an effective date for these regulations, this Chapter will be automatically deemed to reflect the updated regulations, and an updated version of this Management Plan will be published to reflect them.



## **CHAPTER 2: MARKETING AND OUTREACH**

### **2.1 Marketing Policy**

It is the policy of the CHA to conduct marketing and outreach efforts to provide the local community with awareness of the CHA's Programs. The CHA will conduct outreach to the community to create an awareness of the availability of its Programs and to maintain an adequate application pool, taking into consideration the vacancy level and the availability of units through turnover.

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff, and any laws subsequently enacted.

The CHA will provide informational materials and/or presentations to individuals, groups, social service agencies and others upon request.

### **2.2 Marketing Purpose**

Marketing has two primary purposes:

- a) to make all potential applicants aware of the housing opportunities and related services that CHA offers its residents; and
- b) to attract specific groups of applicants, such as:
  - those with income levels which are under-represented at a particular site; or
  - those who are likely to be successful residents; or
  - disabled persons who require units with accessible features.

### **2.3 Marketing Requirements**

The following requirements apply to CHA marketing efforts:

#### **2.3.1 Fair Housing**

Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc.

### **2.3.2 Plain Language**

Marketing materials shall be in “plain language”. The CHA shall make an effort to use print media, videos and multi-media in a variety of languages as necessitated by applicant/resident language needs.

### **2.3.3 Eligibility**

Marketing materials shall make clear who is eligible for housing including people with physical and/or mental disabilities.

## **2.4 Marketing and Outreach Strategies**

### **2.4.1 When CHA Will Market Apartments**

The CHA will undertake marketing efforts, including efforts to affirmatively further fair housing, whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; unit vacancy or turnover considerations; de-concentration and income mixing needs; the housing needs of elderly, disabled or minority households; an insufficient pool of applicants on the waiting list; or any other factor which may require marketing efforts to further program goals.

The CHA shall assess these factors at least annually as part of its Agency Plan in order to determine the need and scope of the marketing effort.

### **2.4.2 Affirmative Marketing**

CHA's affordable housing will use its marketing as an integral part of its overall strategy to affirmatively further Fair Housing within the Chattanooga area. In determining its marketing activities, the CHA will consider patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disproportionate housing needs, and disparities in access to opportunity. The CHA will select media outlets, languages and advertising methodologies that are targeted to advance its Fair Housing strategy.

### **2.4.3 Print Media**

The CHA will establish a list of publications to use when it is necessary to print marketing materials. As necessary, the CHA will utilize any or all of these publications to facilitate outreach.

The CHA will seek to reach potential applicants through advertising in publications that serve all populations. Additionally, the CHA may use public service announcements to reach people who cannot or do not read

newspapers. The Equal Housing Opportunity logo will be used in all advertisements.

#### **2.4.4 Required Postings**

In the lobby of the CHA's Central Office and in each of its site management offices, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the CHA's Central Office located at 801 North Holtzclaw Avenue, Chattanooga, TN, and at each site management office.

- a) Management Plan (PBRA and Project-Based Voucher sites);
- b) The public housing Admissions and Continuing Occupancy Policy (Low-Income Public Housing Sites);
- c) The CHA Housing Choice Voucher Program Administrative Plan (Project-Based Voucher Sites);
- d) Notice of the status of the waiting lists (opened or closed);
- e) A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all site management offices, office hours, telephone numbers, TTD numbers and resident facilities and hours of operation;
- f) Applications for admission to the CHA's Programs;
- g) Income limits for admission;
- h) Utility Allowance Schedule;
- i) Current schedule of routine maintenance charges;
- j) A sample dwelling lease;
- k) Pet application, pet lease agreement;
- l) Fair Housing Poster;
- m) Equal Opportunity in Employment Poster; and
- n) Procedure to request Reasonable Accommodation.
- o)

## **2.5 Limited English Proficiency Plan**

The current Limited English Proficiency Plan provides for outreach to the community and relevant agencies to access speakers of languages other than English (see Attachment C).



## **CHAPTER 3: APPLICATIONS AND PROCESSING**

### **3.1 Waiting List Application**

Applications to CHA's public housing program may be made by completing an online application at [www.chahousing.org](http://www.chahousing.org).

The CHA shall provide access to and reasonable assistance with the application process during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday.

### **3.2 Waiting Lists**

The following provisions set forth the procedures for managing the Site's waiting lists, placement of applicants on the waiting lists, and the assignment of vacant units to persons on the waiting lists in a uniformly nondiscriminatory basis without respect to race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial status or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status. CHA waiting list processes will be monitored monthly to assure compliance with the provisions herein.

#### **3.2.1 Management**

The CHA maintains one waiting list for each Site, by bedroom size. The CHA shall date and time stamp each application as received.

The CHA will use the date and time of application within the selection preference categories and within the pool of standard applicants to determine the order of selection from the waiting list.

Waiting lists for each site and bedroom size are opened and closed individually in response to the number of applicants on the lists and the anticipated availability of apartments for re-leasing, in accordance with the following procedures:

#### **a) Opening the Waiting Lists**

The CHA's Executive Director or his/her designee has the discretion of determining when to open a waiting list. The CHA will provide public notice at the time of opening a waiting list to ensure that families are aware that they may apply for housing. The CHA will publish the notice on the CHA website, and to local organizations that service low and moderate income families. The CHA will also provide written notice in the lobby of the Central Office and all site management offices.

The notice shall clearly indicate where and when to apply, and will set forth any limitations on who may apply.

As an alternative, the CHA may elect to use a lottery system at the time of opening the wait lists.

The Executive Director or his designee is responsible for the determination of whether and when a lottery system will be used. In the event that the CHA elects to adopt and use a lottery system for the selection of applicants, the date and time of application will not apply.

In the event that the CHA elects to use a lottery system, this intention will be declared and publicized in the CHA's advertisement of the opening of the waiting list(s). The CHA will draw applications from the lottery pool in a public forum. The CHA may maintain the pool of applicants from the lottery for a stated period of time and draw applications from the lottery pool, in a public forum throughout that period of time as necessary.

#### b) Closing the Waiting Lists

The CHA's Executive Director or his/her designee has the discretion of when to close a waiting list.

If the CHA's Executive Director or his/her designee determines that the existing waiting list contains an adequate pool of applicants based on available housing opportunities and projected turnover, the CHA may stop accepting new applications or may accept only applications meeting identifying criteria, such as those meeting certain special needs preference criteria described in section 3.3.2..

### **3.2.2 Updating and Reclassification of the Waiting Lists**

The CHA will update and reclassify all applications on file on its waiting lists at least annually to ensure that the pool of applicants on the waiting lists reasonably represents families who are still interested in applying for housing.

The CHA will send a letter to applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The CHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference status, if any, is accurately reflected.. The CHA will request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond will result in the removal of the family

from the waiting list. *In the event that the applicant does not respond within the timeframe, the family shall be removed from the waiting list.*

The CHA will grant a reasonable accommodation for an applicant with a disability who is removed from the list for failure to respond to the CHA's request for information or update due to the disability if the applicant requests such accommodation in writing and the CHA determines that the requested accommodation is reasonable. Under these circumstances, the CHA shall reinstate the applicant to his/her former position.

An applicant may manage his/her applications and contact information through the CHA's Applicant Portal.

### **3.3 Processing Applications for Admission**

#### **3.3.1 Processing Application Documents and Definition of "Application"**

An application document will be considered "complete" when all required information fields are filled in and the submission process is completed through the CHA's online application portal.

The CHA shall process new applications, changes thereto, and contact information updates on a regular basis as needed to assure an orderly and fair process.

#### **3.3.2 Waiting List Assignment**

All applications will be managed by the date and time of submission and any documented, proven eligibility for an ordered selection preference. Additionally, for public housing developments that have units designed for individuals with disabilities the application process shall capture the applicant's request for such a unit and CHA staff will work to match those applicants with a unit having the required features for the indicated disability.

#### **3.3.3 Ordered Selection Preferences**

Following initial application submission, CHA or an applicant may submit additional information qualifying them for an ordered selection preference (shown below in order of highest preference to lowest preference). Waiting lists remain open for applicants who qualify for an ordered selection preference.

##### **a) Category 1: Administrative Transfers**

This selection preference is available when the CHA staff initiates a transfer based on compelling circumstances that warrant a transfer (see Chapter 10, section 10.2(a), e.g. a CHA-mandated displacement due to renovation or rehabilitation of CHA-owned public or non-public housing, fire/flood or other casualty to a CHA-managed unit).

b) Category 2: Displaced (Displaced categories below are equally weighted)

Individuals or families displaced by:

- i. government action (i.e. required to move by any level of government: federal, state or local);
- ii. refugees as defined by federal law;
- iii. the inaccessibility of a unit including fire/flood or other casualty to a non-CHA managed unit;
- iv. HUD disposition of a HUD multi-family project;
- v. domestic violence;
- vi. natural disaster, as declared by federal, state and/or local officials;
- vii. witness protection: when a local, state and/or federal law enforcement organization requests that CHA house a witness or other person involved in an investigation or pending criminal action. The law enforcement organization must provide compelling written justification for the request, which must be approved by the Executive Director or his/her designee; and
- viii. applicants referred by an organization that is a member in good standing of the CHA's Housing First Program.

c) Category 3: Elderly

Applicant families whose head, spouse, or sole member is an elderly person (an individual who is at least 62 years of age). The term “elderly family” includes an elderly person, two or more elderly persons living together, and one or more elderly persons living with one or more persons who are determined to be essential to the care or well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.

d) Category 4: Near-Elderly

Applicant families whose head, spouse, or sole member is a near-elderly person (a person who is at least 50 years of age but below the age of 62, who may be a person with a disability). The term “near-

elderly family” includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.

All other applicants, not meeting any preferences listed above, will be considered standard applicants.

### **3.3.4 Selection from the Waiting Lists**

The CHA shall select applicants from the waiting lists in the order of placement on the list as determined by the date and time of the application and any eligibility for the preference, subject to the following provisions.

#### **a) Income Targeting**

Pursuant to HUD guidelines, all admitted households must be at or below 80% of area median income as adjusted for family size, or such other limit as may be required by HUD or grant-fund guidelines.

### **3.3.5 Unit Size**

Applicant households qualify for apartment units of a particular bedroom size based on their size and household composition. CHA will use the “Head & Spouse/CoHead; LiveInAide;2 per bedroom no SRO” bedroom calculation type in CHA’s online portal. Applicant households may select waiting lists with bedroom sizes between the minimum and maximum bedroom sizes for which they qualify.

Two persons shall be required to share a bedroom regardless of age and gender, with the exception of the Head of Household if there is no Spouse or Co-Head. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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

Bedroom size will also be determined using the following guidelines:

- i. Two (2) persons per bedroom will be considered to determine the bedroom size for all family members, except the Head of

Household will automatically be allowed one bedroom. No more than two (2) persons will occupy a bedroom.

- ii. A bedroom will be allocated for an approved live-in-aide to provide medical assistance to an elderly or disabled Family member. The additional bedroom is only allocated for the live-in-aide – this does not include any dependents of that live-in-aide.
- iii. A foster child will be considered in determining unit size only if he/she will be in the unit for more than twelve (12) months.
- iv. Children removed from the household and placed in foster care must anticipate returning within six (6) months.
- v. Exception to the above standards may be granted if reasonable accommodation is deemed necessary.
- vi. A child who resides in the unit at least 50% of the time, due to a change in custody, will be considered when determining bedroom size.
- vii. Exceptions to bedroom size are allowed if the due date for a new baby is within 2 months of the annual re-certification or new contract/lease date for a new unit.

### **3.3.6 Exceptions to Unit Size Guidelines**

The CHA may grant an exception to subsidy standards in determining the appropriate unit size for a particular family, if the CHA determines in its sole discretion that the exception is justified.

The CHA may provide a family with a unit that is larger than suggested by the guidelines, with the condition that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available. If such a move becomes necessary, the cost of the move shall be the responsibility of the family. The CHA will require that the family sign a document reflecting its understanding of this exception and of the family's responsibilities. These provisions are outlined in the CHA Dwelling Lease.

### **3.3.7 Application Processing and Preleasing**

The CHA site staff shall remain apprised of available vacant units and units that will become available in the near future.

In order to have fully screened applicants who are ready to lease a unit as soon as possible after it becomes available, CHA staff shall actively work

the waiting lists in date/time order within preference categories to ensure a large enough pool of eligible applicants to lease units of appropriate bedroom sizes. At the point that the CHA staff begins processing an application to determine eligibility/suitability, a hard copy file shall be created. At this time the applicant's status shall be coded as "current" in the Elite System and the hard copy log.

If an applicant fails to respond within ten calendar days to a request for information while being processed as a "current" applicant, the CHA shall change the applicant's status to "withdrawn."

CHA staff shall secure documentation verifying eligibility/suitability within a reasonable time before a unit becomes vacant and available, recognizing that some documents have a 90-day period before expiration.

### **3.3.6 Unit Offer**

When a unit is ready to be offered for lease up, the CHA will contact one or more applicants who are eligible/suitable in waiting list order to begin the leasing process. CHA shall make contact with the applicant using any available contact information on the application to inform the applicant of the unit offer.

The CHA shall advise the applicant of the amount of the security deposit and an estimate of the prorated rent. Upon this contact with the applicant, the CHA staff shall change the applicant's waiting list status from "current" to "eligible" in the Elite System and in the hard file log.

Upon assignment of an "eligible" status to an applicant, that applicant shall preserve his/her place for a unit offer, regardless of any changes in ordered selection preferences of other applicants that may subsequently occur. (e.g. A standard applicant has been processed to an "eligible" status, when an applicant with a preference appears on the waiting list. The "eligible" applicant will continue to be processed.)

If an applicant cannot be reached and/or is unable to produce funds necessary for a security deposit and/or first month's prorated rent, s/he will retain their date/time position on the waitlist for a period ending at 5:00 pm on the last CHA business day of the next month, (eligibility expiration) following the unsuccessful attempt to lease a unit to the applicant. Additionally, the CHA staff will document the contact/non-contact in the CHA's Elite System and in the hard file log. Upon filing the note, the CHA may move to the next applicant on the waiting list in date/time order within preference categories.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process, because of the applicant's failure to respond, lack of funds, or other factors under the control of the applicant, the applicant's status will be changed from "eligible" to "withdrawn" in the Elite System and in the hard file log.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process because a unit is not available, then the status will be changed from "eligible" to "current" until a unit become available. The applicant will retain his/her place on the waiting list based on date/time within ordered selection preferences.

Under some circumstances, an applicant may apply for a certain bedroom size, but at the time of unit offer is not eligible for that particular bedroom size due to changes in household size/composition. If the waiting list for the appropriate bedroom size is open, the applicant shall be reassigned to that waiting list. The applicant will be placed on the appropriate waiting list in date/time order within ordered selection preference, based on the date that the need for a different bedroom size is determined. The CHA staff shall change the applicant as "active" in the Elite System and the hard file log.

If the waiting list for the appropriate bedroom size is closed, the applicant is ineligible for reassignment and the CHA staff shall change the applicant's status to "withdrawn" in the Elite System and in the hard file log.

Ordered selection preferences continue to apply until a unit is offered.

### **3.3.9 Unit Acceptance and Rejection**

Upon an applicant's acceptance of a unit at one of the CHA's developments, staff will change the applicant's status from "eligible" to "complete/housed." Additionally, the applicant's name will be removed from all other CHA waiting lists and the applicant will be ineligible to be placed on the waiting list for CHA-managed housing for a period of 1 year.

Upon execution of a lease, the CHA will not allow a resident to transfer to another unit unless it is an Administrative Transfer initiated by the CHA.

Upon rejection of a unit offer at a particular development, the applicant will be removed from the waiting list of the rejected site, but may remain on other CHA site-based waiting lists.

Separate rules apply to unit acceptance/rejection for unit transfer offers; see section 10.6.



### **3.4 Communications**

#### **3.4.1 CHA to Applicants**

Communications with applicants will be by first class mail or by electronic means in the case of an online- or computer-based application process. When an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.), CHA will make such reasonable accommodation. Failure to respond to CHA communications may result in withdrawal of an applicant from all waiting lists.

#### **3.4.2 Applicants to CHA**

It is the responsibility of each applicant to inform the CHA in writing of any change in address, telephone number, household composition, change in preference, or other information, which may affect the status of the application while on the waiting list(s). For an applicant with no fixed address, such as homeless households, the address of a social service agency may be used for CHA contacts; however, if the applicant finds permanent housing, the address must be reported to the CHA in writing at once.



## **CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION**

### **4.1 General Provisions**

#### **4.1.1 Overview**

The CHA thoroughly screens each individual applicant in accordance with HUD regulations and sound management practices to determine whether an applicant is both eligible and suitable. To qualify for admission and continued occupancy, an applicant must satisfy five separate requirements, demonstrating that the head of household: (i) is eighteen years or older at the time of the initial application and qualifies as a family, (ii) has an income within the appropriate income limits, (iii) meets citizenship/eligible immigration criteria, (iv) provides documentation of Social Security numbers and a certificate of live birth for each household member, and (v) meets the suitability selection criteria.

#### **4.1.2 Duty to Cooperate**

Applicants are required to respond to the CHA within the specified time frames to any request to review their applications and/or submit or update information and/or execute any necessary documents. Failure of the applicant to do so will result in removal of the applicant from the applicable waiting list(s). CHA reserves the right to require applicant status checks, changes to applications regarding income and family circumstances, etc., to be done in person, by mail or electronically.

#### **4.1.3 Fraud or Misrepresentation**

Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, Housing Choice Voucher Program, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for admission for a period of five (5) years from the date of the final denial.

#### **4.1.4 Applicant Interviews**

The CHA shall conduct interviews with applicants for the Programs in accordance with the following guidelines:

##### **a) Private Interview**

Insofar as possible, application interviews shall be conducted in a private or semi-private atmosphere where CHA can reasonably

maintain the confidentiality of the information that the applicant or family provides;

b) Consistency of Information

During the applicant's formal interview, the eligibility interviewer will compare new information received with past information stated on application and, if necessary, inquire of the applicant family the reason(s) for any discrepancies, and/or require additional documentation; and

c) Additional Documentation

Additional documentation or verifications specifically requested of the applicant must be provided within one week, or such other reasonable time as CHA may determine, from the interview date unless an extension is granted.

## **4.2 Applicant Eligibility**

In order to meet the eligibility criteria, an applicant must meet the following standards:

### **4.2.1 Family Eligibility**

At a minimum the applicant must be a family as defined by HUD regulation [24 CFR 5.403] and must be income eligible, i.e. a low income family.

### **4.2.2 Income Eligibility**

To be eligible for admission, an applicant must be a low-income family at the time of admission, i.e. adjusted family income does not exceed 80% of the HUD-established area median income (AMI) for Chattanooga. The income eligibility criteria apply only at admission and are not applicable for a tenant family's continued occupancy.

### **4.2.3 Citizen/Non-citizen Eligibility [24 CFR 5.506]**

To be eligible for admission, at least one member of the family must be a United States citizen, national or a non-citizen that has eligible immigration status in one of the following categories:

a) Permanent Resident

Lawfully admitted for permanent residence as an immigrant, including special agricultural workers;

b) Attorney General Designation

Entered the United States before January 1, 1972 and has maintained continuous residence thereafter, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States;

c) Asylum/Refugee

Lawfully present in the United States pursuant to the granting of asylum (refugee status);

d) Emergent/Public Interest

Lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (parole status);

e) Deportation Withholding

Lawfully present in the United States as a result of the Attorney General of the United States withholding of deportation (threat of life or freedom); and/or

f) Amnesty

Lawfully admitted for temporary or permanent residence (amnesty granted under Immigration and Naturalization Action Section 245A).

A family shall not be eligible for assistance unless every member of the family who will reside in the unit is determined to have eligible status, unless the family is a mixed family under appropriate HUD regulations [24 CFR 5.506, 5.516, 5.518] or certain family members are eligible for temporary deferral of termination of assistance or HUD determines that benefits should otherwise continue or be granted.

#### **4.2.4 Social Security Eligibility**

To be eligible, all family members must provide a Social Security number. Generally, no family member may be added to the lease prior to the verification of his or her Social Security number. However, new family members or applicant family members, under the age of 6 who have not been assigned a Social Security Number, may be added to the family or admitted as participants immediately, providing that they provide proper

verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

#### **4.2.5 Execution of Consent Forms [24 CFR 5.230]**

To be eligible, each member of the family who is at least 18 years of age shall sign one or more consent forms. The consent form(s) must contain, at a minimum, the following:

a) SWICA Authorization

A provision authorizing the CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy. For residents, a provision authorizing the CHA to obtain information or material through the Enterprise Income Verification ("EIV") system to determine continued eligibility;

b) Employer Authorization

A provision authorizing HUD or CHA to verify with previous or current employers' income and job-related information pertinent to the family's eligibility for or level of assistance;

c) IRS and SSA Authorization

A provision authorizing HUD or CHA to request income information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

d) Credit Report / Previous Landlord Authorization

A provision authorizing CHA to secure credit reports and a previous landlord history report;

e) Substance Abuse Treatment Records Authorization

A provision that will authorize the release of certain medical and treatment history for persons who have enrolled in an alcohol or substance or drug abuse facility and are stating to the CHA that they have been rehabilitated from the alcohol and substance or drug abuse;

f) Criminal History Authorization

A provision that authorizes the CHA to conduct a criminal background investigation of the applicant and each member of the applicant's family who is at least 16 years old; and

g) Expiration Statement

A statement that the authorization(s) to release the information requested by the consent form expires 15 months after the date the consent form is signed. This provision will not apply to the Criminal History Authorization.

### **4.3 Applicant Suitability**

#### **4.3.1 General**

The CHA, itself or through commercially-available 3<sup>rd</sup> party screening services, will evaluate each applicant to determine whether the applicant would be reasonably suitable as a resident of a CHA community. At CHA's option, 3<sup>rd</sup>-party screening may be applied to a randomly-selected subset of applicants, in order to evaluate its effectiveness over time. In those cases, suitability decisions for those applicants may be made based on the screening results. The CHA will deny admission to any applicant whose habit(s), action(s) and/or practice(s) reasonably may be expected to have a detrimental effect on other residents, site-based management or maintenance staff, CHA's agents, contractors or employees, or other members of the public in and around the community. These suitability provisions shall also apply to any person who may be eligible to become head of household by reason of a family separation, or who may become a family member due to:

- a) Addition to the lease;
- b) Live-in aide;
- c) Guardianship; or
- d) A residual family.

The CHA may declare applicants who fall into one of the following categories (on an individual basis) to be unsuitable for admission to or continued occupancy in the Program. Before such a determination is made, the CHA shall give consideration to favorable changes in the behavior pattern of the applicant, length of time since the latest offense and other extenuating circumstances that indicate the applicant would or could be a responsible resident.

#### **4.3.2 One Strike Policy & Criminal Background**

It is the policy of the CHA that each applicant household for the Program shall be screened for criminal activity. The CHA has discretion to deny admission to an applicant:

- a) Who was evicted from CHA-managed Housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity for a five-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The CHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. Note: This requirement may be waived if the person demonstrates successful completion of a re-habilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated;
- b) Who the CHA has reasonable cause to believe illegally uses a controlled substance in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- c) Who is a fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under federal or state law;
- d) Who CHA has reasonable cause to believe has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- e) Who has a drug possession charge listed within 5 years of the application date;
- f) Who has an aggravated assault charge listed within 5 years of the application date;
- g) Who has a simple assault charge listed within 5 years of the application date;



- h) Who has any drug paraphernalia charge listed within 5 years of the application date;
- i) Who has any charge listed related to the manufacture, sale or delivery of any controlled/scheduled substance within ten years of the application date (**Note:** Manufacture of methamphetamine is a lifetime ban);
- j) Who has a charge listed of homicide or attempted homicide in any degree (**Note:** lifetime ban);
- k) Who has a charge listed of sex offenses to include but not limited to rape, sexual battery, unlawful sexual contact, and indecent exposure (**Note:** Listing on the Sex Offender Registry is a lifetime ban);
- l) Who has any charge listed relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- m) Who has any charge listed relating to a public order crime within 5 years of application date, including but not limited to public intoxication, disorderly conduct, vandalism, and prostitution;
- n) Who has committed any other criminal act determined to be detrimental to the safety and well-being of a CHA-managed community;
- o) Who has engaged in acts of domestic violence within 5 years of the application date, including but not limited to dating violence, assault, sexual assault, and stalking; however, the CHA shall follow the terms of the Violence Against Women Act of 2005 in determining eligibility - Applicants shall not be deemed unsuitable because they are victims of domestic and/or LGBTQ-based violence; [24 CFR Parts 5, 91, 880, as amended by the Violence Against Women Reauthorization Act of 2013].
- p) Who has been banned from CHA properties by being placed on the CHA No-Trespass List.
- q) An applicant whose application was denied on the basis of background screening will not be eligible to re-apply for 12 months from the denial.

Generally, an applicant will not be denied for an incident more than five (5) years old unless that incident involved murder, rape, armed robbery, child abuse/molestation, violence (e.g., aggravated assault), violent criminal activity, drug-related criminal activity, drugs, and/or the incident contributes to or evidences a pattern of consistent criminal activity.

#### **4.3.3 Alcohol Abuse**

Admission or continued occupancy shall be denied to any person when the CHA determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the CHA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, property owners, employers, alcohol abuse centers, acquaintances (including current tenants) who may contact the CHA to volunteer information, or any other appropriate source.

The CHA may waive policies prohibiting admission if the person demonstrates to the CHA's satisfaction that the person no longer is engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program; has otherwise been rehabilitated successfully; and/or is currently participating in a supervised alcohol rehabilitation program.

#### **4.3.4 Eviction from HUD-Subsidized Housing**

Any person who was in a household whose tenancy in a HUD-subsidized program terminated following the initiation of an action in detainer (eviction) cannot be placed on any waiting list or be admitted as a member of a household for a period of 5 years from the later of the date of the initiation of the detainer action or lease termination, and until all charges accrued less than 10 years old have been paid. The discharge in bankruptcy of any amounts owed shall not be an exception to the requirement to pay off what was due to the CHA before being placed on a waiting list or being re-admitted to housing.

#### **4.3.5 Violent Behavior**

Pattern of threatened abusive or violent behavior toward CHA/site-based Management staff members, CHA agents and residents and/or others;

#### **4.3.6 Financial History**

History of failure to meet financial obligations, especially chronic or consistent delinquency in rent, utility payment(s) and/or maintenance charges;

#### **4.3.7 Serious Disturbances**

Record of serious disturbances of neighbors, destruction of property; or other disruptive or dangerous behavior;

#### **4.3.8 Housekeeping**

Unsanitary, unduly sloppy or hazardous housekeeping that could adversely affect the health, safety or welfare of other tenants;

#### **4.3.9 Credit History**

Record of eviction, judgment, significant debt which would reduce or reasonably inhibit the ability to pay;

#### **4.3.10 Landlord Contact**

Poor past performance in meeting rental obligations, as informed by contact with the current landlord and, if applicable, at least one prior landlord;

#### **4.3.11 Utility Supplier**

Poor past performance in meeting utility obligations, as informed by contact with one prior utility supplier to gather information on the applicant's payment history;

#### **4.3.12 Other Contacts**

Poor past performance in meeting other contractual obligations, as informed by contact with such other person(s) or entity/entities as CHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion;

#### **4.3.13 Debt to Federal Subsidized Housing Programs**

Nonpayment of debt to CHA from a previous tenancy and/or other federal subsidized housing program(s). This would include the violation of any terms and agreements of the Housing Choice Voucher Program; and/or

#### **4.3.14 Other Behavior**

Other behavior that would indicate an inability to comply with essential lease terms.

#### **4.4 Consideration of Mitigating Circumstances**

The CHA shall have the right (but is not obligated to do so) to impose, as a condition of admission to or continued assistance for other household members, a requirement that any household member who engaged in or is culpable for drug use or alcohol abuse may not reside with the family in the household on the premises. Moreover, the CHA may require (but is not obligated to do so) that a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by, other residents, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside with the household or on the premises.

#### **4.5 Results of Screening for Eligibility and Suitability for Tenancy**

When the CHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the CHA shall notify the applicant of the approximate time when a unit will be offered to the family. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the placement of a family in a CHA community. At admission, the CHA shall provide new residents with a Notice of Occupancy Rights under the Violence Against Women Act (VAWA)(HUD Form 5380, with extra CHA content).

When the CHA has made a determination that an applicant is ineligible and/or unsuitable, the CHA shall provide prompt written notice of a decision denying assistance to an applicant. This notice shall contain a brief statement of the reasons for the CHA's decision, and shall include the Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380, with extra CHA content). The notice will also state that the applicant may request an informal hearing in writing within fourteen (14) days of the date of the notice. The CHA shall provide the applicant with the opportunity within a reasonable time period, to request an informal hearing on the determination. If the applicant fails to request a hearing within the prescribed time period, the CHA will remove the applicant's name from the waiting list(s).

#### **4.6 Review of Denial of Eligibility, Suitability, and Preference Status (See Procedures for PBRA Terminations)**

Upon request, the CHA will provide an informal hearing to applicants who are denied on the basis of eligibility and/or suitability.

Requests for informal hearings must be delivered in person or by regular first class mail to the CHA or property management agent within 14 days of the date of denial. Failure to request an informal hearing will result in removal from the waiting list(s).

The Executive Director or his/her designee shall conduct the informal hearing. The applicant will be afforded the opportunity to present written or oral objections to the CHA's decision, present evidence, and question all witnesses. The CHA shall respond in writing with a decision, including the reasons for the final decision within fifteen (15) working days after the hearing or within other such reasonable period of time.

With regard to informal hearings:

- a) the participant must be given the opportunity before the CHA's hearing to examine any CHA documents that are directly relevant to the hearing and be allowed to photocopy any such documents at the applicant's expense;
- b) CHA must be given the opportunity to examine before the hearing any of the applicant's documents that are directly relevant to the hearing and be allowed to copy any such documents at CHA expense.
- c) the applicant may be represented by a lawyer, or other representative, at his/her own expense; and
- d) the hearing officer must not have made or approved the decision under review nor be a subordinate of that person.



## **CHAPTER 5: VERIFICATION**

### **5.1 General**

The CHA shall verify all factors affecting eligibility, suitability and the family's portion of the rent payment, and will maintain documentation relating to such verification in the applicant/resident file. In those instances when preferred forms of verification are not available, the CHA shall document the reasons for the failure to secure them.

At the time of determining final eligibility and suitability, the CHA shall require an applicant to provide the CHA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or otherwise necessary for the CHA's determination. If the CHA has verified any information when making a preliminary determination of eligibility for the applicant, the CHA shall re-verify such information on its final determination of eligibility and suitability. Non-receipt of requested documentation, without good cause established by the applicant, shall be cause for determining the applicant ineligible.

Information regarding eligibility or suitability may be obtained by the CHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file including the date of its receipt, the identity of the source, and the person receiving the information. The verification methods described in this chapter shall apply to the application verification process as well as to the annual reexamination process.

### **5.2 Income and Asset Verification**

The applicant/resident shall provide and authorize reasonable verification of information regarding income, exclusions from income and deductions (whether at initial determination or at any re-determination) in order to ensure reliability of the information.

The CHA shall require EIV and Third-Party Verifications by a third-party source of all items of income (except fully-excluded income), exclusions, or deductions. Upon request, the applicant/resident shall assist the CHA in obtaining reasonable third-party verification if CHA is unable to obtain the verification from a third-party source.

During a family's income re-certification process, CHA may elect to accept a family's declaration that family assets are less than \$5,000 in lieu of third-party verification (note: asset verification by family declaration is only applicable to re-

certification; asset verifications on applicants being admitted and on new household members must be done in full).

The declaration of assets must show each asset and the amount of income expected from that asset. All family members age 18 and older must sign the declaration.

Full third party asset verification must be performed for each resident at least once every three years (i.e. after utilizing the streamlined process for two years for a particular resident, full verification must be performed on the third year).

### **5.3 Eligible Immigration Status Verification [24 CFR 5.508]**

The CHA shall determine the citizenship/eligible non-citizen status of each family member regardless of age.

Prior to being admitted, or at the first reexamination, each citizen and national will be required to sign a declaration of eligible immigration status under penalty of perjury and show proof of his/her status by such means as a birth certificate, social security card, passport, immigration papers, military ID, or military DD 214 Form.

All eligible non-citizens who are 62 years of age or older, prior to being admitted or at the first reexamination, will be required to provide proof of age and sign a declaration of eligible immigration status, under penalty of perjury.

All eligible non-citizens under 62 years of age, prior to being admitted or at the first reexamination, must sign a declaration of eligible immigration status and a verification consent form and provide original Immigration and Naturalization Status (INS) documentation. The CHA will copy the individual's INS documentation and place the copy in the file. The CHA will also verify the individual's status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the CHA will mail information to the INS in order to obtain INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Any family member who does not choose to declare his/her status must be listed on the statement of non-eligible members.

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

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

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



If the CHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their unit, the family will be evicted.

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of the individual's status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

#### **5.4 Social Security Numbers Verification [24 CFR 5.216]**

Prior to admission, each family member must have a Social Security number and provide verification of his/her current Social Security number.

New family members must provide this verification prior to being added to the lease. New family members or applicant family members, under the age of 6 who have not been assigned a Social Security number, may be added to the family or admitted as participants immediately, providing that they provide proper verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the CHA will accept documentation from the Social Security Administration that establishes and states the number. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual, will also be acceptable, as will driver's licenses, military IDs, passports, or other official documents that establish and state the number.

If a member of a resident family indicates that he/she has a Social Security number, but cannot readily verify it, the CHA shall request the individual to certify to this fact and provide the applicant/resident up to thirty (30) days to produce the verification. If the individual is at least 62 years of age, the CHA will provide up to sixty (60) days to produce the verification.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission to the program.

## **5.5 Suitability Verification**

### **5.5.1 Landlord References**

The CHA may require an applicant to provide the names and current addresses of all landlords (or housing providers) for the applicant and household members during the period two (2) years prior to application through the date of the final determination.

If, after request the CHA has failed to receive a reference from a landlord (or housing provider), it shall notify the applicant of non-receipt; and the CHA shall request that the applicant use his or her best efforts to cause the landlord (or housing provider) to submit the reference to the CHA. In the event the applicant uses his or her best efforts but is unsuccessful, the applicant shall cooperate with the CHA in securing information from other sources about the tenancy. Non-receipt of a reference from a landlord (or housing provider) shall be cause for determining an applicant unsuitable unless the applicant can show that he or she has used best efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

### **5.5.2 Criminal Background Check**

In determining an applicant's suitability, the CHA's Public Safety Department shall check local criminal databases and the National Sex Offender Registry. The Public Safety Department may also check the FBI's National Crime Information Center ("NCIC") of all adult household members aged 16 years and older. The CHA may also consider information relating to criminal history that is in the application.

In its application, the CHA shall notify all applicants that criminal background checks will be performed on household members aged 16 and older. As part of the application, the applicant shall sign an acknowledgement of his/her understanding of the CHA's Criminal Background Check Policy.

The Public Safety Department shall request criminal background information via secure internet connections.

The dissemination of any information related to criminal histories to anyone other than persons authorized to review the information by the Executive Director is expressly prohibited.

Background checks must be dated within **90 days** of certification or reexamination.

### **5.5.3 Other Information**

The CHA shall conduct a credit check on the head of household only at tax credit properties. The CHA may rely on other information in making a determination of an applicant's suitability.

## **5.6 Acceptable Methods Of Verification**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified by documentation provided by the family, such as photocopies of Social Security cards, birth certificates, photo IDs. In regards to citizenship, a family's self-certification will be accepted. If applicable, CHA will verify eligible immigration status through the INS SAVE system. All other verifications will be verified by a third-party source and/or online verification methods.

CHA will first attempt to receive from the applicant/resident original or authentic documents generated by a third-party source computerized system and/or database. For current residents, this information must be dated no earlier than 60 days preceding their reexamination date. For new applicants, this must be dated no more than 60 days prior to admission. These documents include paystubs, payroll summary reports, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

If the applicant/resident is unable to supply CHA with the requested documents, then CHA will send a form directly to the third-party source, along with a release form signed by the applicant/resident, which will then be returned to CHA by the third-party. If the form is not returned to CHA by the third-party source, then CHA will attempt to contact the third-party via phone or in person in order to obtain the verification. Oral third party documentation will include the same information as if the documentation were non-oral, including the date and time the request was made, along with the name of the person contacted and telephone number. This type of verification includes written documents sent directly to and received directly from a source, and which are not passed through the hands of the family.

As a last resort, when neither third party verification nor hand-carried verification can be obtained, the CHA will accept a notarized statement signed by the applicant/resident. Such notarized documents will be maintained in the file. In those instances when third party verifications are not available, the CHA shall document the reason for failure to secure third party verification.

Verification forms and reports received will be contained in the applicant/resident file.

### 5.6.1 Types of Verifications

The list below outlines some common examples of verification information that may be sought:

- **Social Security Number** – Social Security Card or Printout from SS Administration
- **Citizenship** – Signed Certification Form, Voter's Registration Card, Birth Certificate
- **Eligible Immigration Status** – INS SAVE Confirmation #, INS CARD
- **Disability** – Letter from Physician, Letter from SS Administration
- **Full-Time Student Status (18yrs of age and older)** – Letter from School of Enrollment
- **Need for Live-In Aide** – Letter from Physician
- **Child Care Costs** – Letter from Child Care Provider, Receipts of Payment to Child Care Provider
- **Disability Assistance Expenses** - Letter from Supplier or Care Giver, Records of Payments
- **Medical Expenses** – Prescription Records from Pharmacies, Receipts of Payments made to Medical Provider
- **Savings, Checking, Direct Deposit Accounts** – Bank Statements
- **CD's, Bonds** – Letter from Institution, copy of CD or Bond
- **Stocks** – Letter from Broker or Company, Current Account Statement
- **Real estate Property** – Letter from Tax Office, Assessment, Property Tax Statement
- **Personal Property** – Assessment, BlueBook, Receipt of Purchase
- **Life Insurance** – Letter from Insurance Company, Copy of Policies and Cash Value Tables
- **Assets Disposed of for Less Than Fair Market Value** – Original Receipt and Receipt at Disposition
- **Employment** – Letter from Employer, 6 Weeks of Current Consecutive Paystubs (for tax credit properties, THDA requires 4 consecutive paystubs)
- **Self-Employment** – Tax Return from Previous Year, Record Books
- **Family Contributions (Gifts)** – Letter from Source, Bank Deposits
- **Alimony/Child Support** – Court Order, Letter from Source, Record of Deposits, Letter from Human Services, Divorce Decree

- **Periodic Payments (Social Security/SSI/Welfare/Pension/Workers Compensation/Unemployment)** – Letter or Electronic Printout from the Source, Award Letter
- **Training Program** – Letter from Program Provider Indicating Whether it is a HUD/Federal/State/Local Government Program, Evidence of Enrollment or Completion

### 5.6.2 Timing of Verification

Reexamination and Applicant Certification Declarations must be dated no more than **120 days** of effective date of the reexamination or applicant certification. If the declarations are older than this, then CHA will contact the applicant/resident to obtain an updated Declaration.

When an interim reexamination is conducted, the verifications must be dated within **60 days** of reexamination. The CHA will review and confirm any changes related to the interim reexamination.

Criminal background checks will also be conducted annually for all annual reexaminations and on interims only where a new family member (16 years or older) is being added to the household. The background checks must be dated within **90 days** of reexamination.



## **CHAPTER 6: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME; ASSETS**

### **6.1 Annual Income [24 CFR 5.609(a)]**

**6.1.1** Annual income includes, with respect to the family:

- a) All amounts, not specifically excluded in section 6.2, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, this includes Venmo, PayPal, or CashApp payments, etc. from others outside of the unit (even if amounts and sources vary throughout the month), and
- b) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

### **6.2 Exclusions from Annual Income [24 CFR 5.609(b)]**

Annual income does not include the following:

**6.2.1** Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

**6.2.2** The following types of trust distributions:

- a) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under 24 CFR § 5.603(b):
  - i) Distributions of the principal or corpus of the trust; and
  - ii) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
- b) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

**6.2.3** Earned income from employment of children under the age of 18 years.

**6.2.4** Payments received from the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments. .

**6.2.5** Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

**6.2.6** Amounts received by the families that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

**6.2.7** Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

**6.2.8** Income of a live-in aide, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603, respectively.;

**6.2.9** Educational exclusions:

- a) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
- b) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
  - i) Student financial assistance, for purposes of this section 6.2.9(b), means a grant or scholarship received from:
    - The Federal government;
    - A State, Tribe, or local government;
    - A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
    - A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
    - An institution of higher education.
  - ii) Student financial assistance, for purposes of this section 6.2.9(b), does not include:



- Any assistance that is excluded pursuant to section 6.2.9(a) of this chapter;
  - Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to section 6.2.9(a) of this chapter);
  - Gifts, including gifts from family or friends; or
  - Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this section or section 6.2.9(a), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in section 6.2.9(b)(v) of this chapter.
- iii) Student financial assistance, for purposes of this section 6.2.9(b) must be:
- Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
  - Expressly to assist a student with the costs of higher education; or
  - Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
- iv) Student financial assistance, for purposes of this section 6.2.9(b), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this section 6.2.9(b).
- v) When the student is also receiving assistance excluded under section 6.2.9(a) of this section, the amount of student financial assistance under this section 6.2.9(b)) is determined as follows:
- If the amount of assistance excluded under section 6.2.9(a) of this section is equal to or exceeds the actual covered costs under the fourth bullet of section 6.2.9(b)(ii) of this section, none of the assistance described in this section 6.2.9(b) of this section is considered student financial assistance excluded from income under this section 6.2.9(b)(v) of this chapter.
  - If the amount of assistance excluded under section 6.2.9(a) of this section is less than the actual covered costs under the

fourth bullet of section 6.2.9(b)(ii) of this chapter, the amount of assistance described in section 6.2.9(b) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

- the total amount of student financial assistance received under this section 6.2.9(b) of this section, or
- the amount by which the actual covered costs under fourth bullet of section 6.2.9(b)(ii) of this section exceeds the assistance excluded under section 6.2.9(a) of this section.

**6.2.10** Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

**6.2.11** The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

**6.2.12** The amounts received from the following:

- a) 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);
- b) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- c) Amounts received under a resident service stipend not to exceed \$200 per month. A resident services stipend is a modest amount received by a resident for performing a service for the CHA, on a part-time basis, that enhances the quality of life in the development as determined by the CHA. Residents enrolled in job training programs administered by the CHA are paid a stipend for hours spent in training. The training program and stipend cannot exceed 18 months. No resident may receive more than one such stipend during the same period of time. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of CHA's governing board;
- d) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying

Federal, State, Tribal or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under section 6.2.9(a);

**6.2.13** 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;

**6.2.14** Earned Income of dependent full-time students in excess of the amount of the deduction for a dependent in 24 CFR 5.611;

**6.2.15** Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in 24 CFR 5.611;

**6.2.16** Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

**6.2.17** Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

**6.2.18** 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;

**6.2.19** Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit;

**6.2.20** Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);

**6.2.21** Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

**6.2.22** Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in section 6.2 apply. HUD will publish a notice will be published in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

**6.2.23** Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

**6.2.24** Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

- a) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- b) Direct Federal or State payments intended for economic stimulus or recovery.
- c) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
- d) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
- e) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
- f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

**6.2.25** Civil rights settlements or judgments, including settlements or judgments for back pay.

**6.2.26** Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

**6.2.27** Income earned on amounts placed in a family's Family Self Sufficiency Account.

**6.2.28** Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

- a) 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 regulations and
- b) 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.

### **6.3 Calculation of Annual Income [24 CFR 5.609(c)]**

The CHA will calculate family income as follows:

**6.3.1** Initial occupancy or assistance and interim reexaminations. The CHA will estimate the income of the family for the upcoming 12-month period:

- a) To determine family income for initial occupancy or for the initial provision of housing assistance; or
- b) To determine family income for an interim reexamination of family income under 24 CFR 5.657(c), 960.257(b), or 982.516(c).

**6.3.2** Annual Reexaminations:

- a) The CHA will determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the CHA uses a streamlined income determination under 24 CFR 5.657(d), 960.257(c), or 982.516(b).
- b) In determining the income of the family for the previous 12-month period, the CHA will take into consideration any redetermination of income during the previous 12-month period resulting from an interim

reexamination of family income under 24 CFR 5.657(c), 960.257(b), or 982.516(c) of this title.

- c) The CHA will make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

**6.3.3 Use of other programs' determination of income:**

- a) The CHA may, using the verification methods in section 6.3.3)(b), determine the family's income prior to the application of any deductions applied in accordance with section 6.5 below, based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:
  - i) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
  - ii) Medicaid (42 U.S.C. 1396 et seq.).
  - iii) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
  - iv) The Earned Income Tax Credit (26 U.S.C. 32).
  - v) The Low-Income Housing Credit (26 U.S.C. 42).
  - vi) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).
  - vii) Supplemental Security Income (42 U.S.C. 1381 et seq.).
  - viii) Other programs administered by the HUD Secretary.
  - ix) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
  - x) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the HUD Secretary determines to have comparable reliability and announces through the Federal Register.
- b) If CHA intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this section 6.3.3, the CHA must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the CHA will calculate annual income in accordance with section 6.3.1 or 6.3.2. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

**6.3.4 De minimis errors.** The CHA will not be considered out of compliance with the requirements in this paragraph 6.3 solely due to de minimis errors in calculating family income. A de minimis error is an error where the CHA's determination of family income deviates from the correct income

determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

- a) The CHA will still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay the CHA in instances where the CHA has miscalculated income resulting in a family being undercharged for rent or family share.
- b) HUD may revise the amount of de minimis error in this paragraph through a rulemaking published in the Federal Register for public comment.

#### **6.4 Adjusted Income [24 CFR 5.611]**

The CHA shall deduct the following amounts from family income to determine Adjusted Income.

##### **6.4.1 Mandatory deductions:**

- a) For the year 2025, \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;
- b) For the year 2025, \$525 for any elderly family (defined for HUD programs as “a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.”) [24 CFR 5.403] or disabled family (defined for HUD programs as “a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.”)[24 CFR 5.403], which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- c) The sum of the following, to the extent the sum exceeds 10 percent of annual income:
  - i) Un-reimbursed medical expenses of any elderly family or disabled family; and

*ii)* Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

e) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

**6.4.2 Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses**

a) Phased-in relief. This paragraph provides financial hardship relief for families affected by the statutory increase in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income.

*i)* Eligibility for relief. To receive hardship relief under this section 6.4.2(a), the family must have received a deduction from annual income because their sum of expenses under section 6.4.1(c) exceeded 3 percent of annual income as of January 1, 2024.

*ii)* Form of relief.

- The family will receive a deduction totaling the sum of the expenses under section 6.4.1(c) that exceed 5 percent of annual income.
- Twelve months after the relief in this section 6.4.2(a)(*ii*) is provided, the family must receive a deduction totaling the sum of expenses under section 6.4.1(c) that exceed 7.5 percent of annual income.
- Twenty-four months after the relief in this section 6.4.2(a)(*ii*) is provided, the family must receive a deduction totaling the sum of expenses under paragraph section 6.4.1(c) that exceed ten percent of annual.
- A family may request hardship relief under section 6.4.2(b) prior to the end of the twenty-four- month transition period. If a family making such a request is determined eligible for hardship relief under section 6.4.2(b), hardship relief under



this paragraph ends and the family's hardship relief shall be administered in accordance with section 6.4.2(b). Once a family chooses to obtain relief under section 6.4.2(b), a family may no longer receive relief under this paragraph.

b) General - This section 6.4.2(b) provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship.

i) Eligibility for relief.

- (A) To receive hardship relief under this section 6.4.2(b), a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances (as defined by the responsible entity) that would not otherwise trigger an interim reexamination.
- (B) Relief under this section 6.4.2(b) is available regardless of whether the family previously received deductions under section 6.4.1(c), is currently receiving relief under section 6.4.2(a), or previously received relief under section 6.4.2(a).

ii) Form and duration of relief.

- (A) The family will receive a deduction for the sum of the eligible expenses in section 6.4.1(c) that exceed 5 percent of annual income.
- (B) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, responsible entities may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

**6.4.3** Exemption to continue child care expense deduction. A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction under section 6.4.1(d). The responsible entity must recalculate the family's adjusted income and continue the child care deduction if the family demonstrates to the responsible entity's satisfaction that the family is unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. Responsible entities, at their

discretion, may extend such hardship exemptions for additional 90-day periods based on family circumstances.

#### **6.4.4 Hardship policy**

- a) Determination and Definition of Hardship – Hardship exemptions under this section 6.4 shall only be granted when the family, utilizing the CHA-approved procedure and properly-completed forms, submits clear and convincing evidence that the family's financial position and essential needs would be materially compromised without the exemption.
- b) Family Notification – The CHA will promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice must also inform the family of when the hardship exemption will begin and expire (i.e., the time periods specified under section 6.4.2(a)(ii) or within 90 days or at such time as CHA determines the exemption is no longer necessary in accordance with section 6.4.2(b)(ii)(B).

### **6.5 Restriction On Assistance To Families Based On Assets**

#### **6.5.1 Restrictions based on net assets and property ownership**

- a) A dwelling unit in the public housing program may not be rented, either initially or upon reexamination of family income, to any family if:
  - i) The family's net assets (as defined in 24 CFR 5.603) exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - ii) The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    - Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
    - Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the no-household member resides at the jointly owned property;
    - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 5.2001 et. seq.; or

- Any family that is offering such property for sale.
- b) A property will be considered “suitable for occupancy” under section 6.5.1(a)(ii) unless the family demonstrates that it:
- i) Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
  - ii) Is not sufficient for the size of the family;
  - iii) Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family’s place of work or school would be a hardship to the family, as determined by the PHA or owner);
  - iv) Is not safe to reside in because of the physical condition of the property (e.g., property’s physical condition poses a risk to the family’s health and safety and the condition of the property cannot be easily remedied); or
  - v) Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

**6.5.2 Acceptable documentation; confidentiality**

- a) The CHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in 24 CFR 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family’s income.
- b) The CHA may determine compliance with section 6.5.1(a)(ii) based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
- c) When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the CHA will comply with the confidentiality requirements under 24 CFR 5.2007. The CHA will accept a self-certification from the family member, and the restrictions on requesting documentation under 24 CFR 5.2007 will apply.

**6.5.3 Enforcement**

- a) When recertifying the income of a family that is subject to the restrictions in paragraph 6.5(a), the CHA may choose not to enforce such restrictions, or alternatively, may establish exceptions to the restrictions based on eligibility criteria.

**6.5.4** Delay of eviction or termination of assistance – The CHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on non-compliance under this provision unless it conflicts with other provisions of law.

## **CHAPTER 7: DETERMINATION OF TOTAL TENANT PAYMENT & RENT**

### **7.1 In General**

Tenant rent is based on the family's income. The total tenant payment is equal to the highest of:

- a) 10 percent of the family's monthly income; or
- b) 30 percent of the family's adjusted monthly income; or
- c) The minimum rent of \$25.

The amount of the income-based rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date of move in for each affected family.

### **7.2 Minimum Rent [24 CFR 5.630]**

The CHA has established a minimum rent of twenty-five dollars (\$25.00).

The CHA shall grant an exemption from the payment of the minimum rent if the family is unable to pay the minimum rent due to financial hardship. Financial hardship includes the following situations:

- a) The family or individual has lost eligibility or is waiting for an eligibility determination for a Federal, State, or Local assistance program;
- b) The family or individual would be evicted as a result of the imposition of the minimum rent requirement;
- c) The income of the family or individual has decreased because of a changed circumstance, including loss of employment; and/or
- d) A death in the family has occurred.

If a family requests a hardship exemption, the CHA shall suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the CHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.

The CHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term. The CHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

If the CHA determines that a qualifying financial hardship is temporary, the CHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent. The CHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the CHA, for the amount of back minimum rent owed by the family.

If the CHA determines that a qualifying financial hardship is long-term, the CHA shall exempt the family from the minimum rent requirements so long as the hardship continues. The exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

### **7.3 Rent for Families With Mixed Immigration Status [24 CFR 5.520]**

A mixed family may receive continued assistance if all of the following conditions are met:

- a) The family was receiving assistance on June 19, 1995;
- b) The family was granted continuation of assistance before November 29, 1996;
- c) The family's head or spouse has eligible immigration status; and
- d) The family does not include any person who does not have eligible immigration status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse.

If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family member involved to other affordable housing.

The CHA shall prorate an eligible family's assistance using the following calculation:

- a) Determine gross rent for the unit. (Gross rent is contract rent plus any allowance for tenant paid utilities)

- b) Determine total tenant payment in accordance with section 24 CFR 5.613(a). (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- c) Subtract amount determined in paragraph (b) from the amount determined in paragraph (b).
- d) Multiply the amount determined in paragraph (c) by a fraction for which:
  - (i) The numerator is the number of family members who have established eligible immigration status; and (ii) The denominator is the total number of family members.
- e) Prorated housing assistance: The amount determined in paragraph (d) is the prorated housing assistance payment for a mixed family.

Proration of the housing assistance payment does not affect contract rent to the owner. The family must pay as rent the portion of contract rent not covered by the prorated housing assistance payment.

#### **7.4 Utility Allowance**

The CHA shall establish a utility allowance for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

Families with high utility costs are encouraged to contact the CHA for an energy analysis. The analysis may identify problems with the dwelling unit that, once corrected, will reduce energy costs. The analysis can also assist the family in identifying ways that they may reduce their costs.

#### **7.5 Rent Payment Methods**

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments may be made at the site office or online by check, money order, State of Tennessee Electronic Benefit Transfer Card (EBT) (where available), or debit card in the amount due (where available). Payments in cash not to exceed \$5.00 will also be accepted at the site office

If the rent is not paid by the fifth (5<sup>th</sup>) calendar day of the month, rent shall be considered delinquent and a 30-day Notice to Vacate will be issued. If rent is not paid by the 5<sup>th</sup> day of the month, a late charge shall be assessed which will not exceed ten percent (10%) of the amount of rent past due. If money payable on a

tenant's account is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$35 for processing costs.

If, within a rolling 12-month period, Tenant should have two personal checks that are returned for insufficient funds, Tenant shall be required to make future payments by money order, credit card, debit card or cashier's check. A history of three (3) or more late/delinquent rental payments within the current reexamination period may result in lease termination.

For residents who have a primary source of income that is provided by the Federal Government, such as Social Security, SSI, VA or Widow's Pension, resident will be added to a rental payment late fee exclusion list, granting them exemption from late fees. Residents must provide documentation to the site-based Management Office at the time of certification to be added the rental payment late fee exclusion list.

## **7.6 Reservation of Rights and Partial Payments**

The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent [T.C.A 66-28-508]. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance.

Payment is defined as all amounts owing to the CHA which are received, including but not limited to: rent, late charges, excess utility charges, maintenance charges, legal charges, and any other outstanding charges on a resident's account.

Partial payment is defined as any amount offered as payment that is less than the current balance owed on a resident's account.

Partial payments offered shall be accepted and shall require a Reservation of Rights Agreement acknowledged by the resident.

A Reservation of Rights shall always be incorporated into any repayment agreement.

Residents carrying balances older than 30 days may be required to attend self-sufficiency classes, and non-compliance may result in eviction.



**CHAPTER 8: RESERVED**



## **CHAPTER 9: RECERTIFICATION**

### **9.1 General**

At least annually the CHA will conduct a reexamination of family income and composition in accordance with a schedule for reexaminations developed by the CHA. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

It is the responsibility of the resident to report changes in family composition between annual reexaminations throughout the year. In the event that a household's income increases or decreases, the family should report this change within 10 days. The CHA shall conduct an interim examination based upon the change and shall adjust the resident's rent accordingly.

### **9.2 Annual Reexamination**

Approximately four months prior to the scheduled date for a resident's reexamination, the CHA will mail a notification letter to the family advising of the upcoming reexamination interview, the necessary documentation that will be required from the family and the options for rent payment by the family.

#### **a) Annual Reexamination Interview**

During the scheduled interview, the CHA will review all income documentation and will determine if the family is appropriately housed. If the family is not appropriately housed, the CHA may initiate a transfer.

If the family fails to attend or reschedule the interview, the CHA will mail a second letter rescheduling the interview. The letter will also advise that if the family fails to attend or reschedule the second interview, the CHA will take eviction action against the family.

#### **b) Rent Determination Method**

Each year at the reexamination interview, the CHA will require all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. The family will complete all HUD required consent forms that will be used by the CHA to secure third party verification of the family's circumstances.

Upon receipt of the third party verification, the CHA will determine the family's annual income and will calculate the rent based on the highest of 10% of monthly income, 30% of adjusted gross monthly income or the minimum rent.

The new rent will generally become effective upon the resident's anniversary date, but in no event prior to 30 days written notice to the family of the rent increase. If a determination of the new rent is delayed due to a reason beyond the family's control, then the rent increase will be payable on the first of the month after expiration of the 30 day notice period.

Example: Resident's anniversary date is June 1<sup>st</sup>. Notification of rent increase is dated May 25. New rent becomes effective on June 1<sup>st</sup>, but does not become payable until July 1<sup>st</sup>

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the resident's anniversary date.

If the family caused the delay, any increase will be effective on the anniversary date. Any reduction in rent will be effective on the first of the month after the reported change, except in documented cases of hardship in which the family was unable to report the decrease in income.

If a new member is added to the lease, the CHA will recalculate the family's income based on the new family member. This may result in an increase in rent. The CHA will provide a 30-day notice to the family of this rent increase.

#### c) Treatment of Over-Income Families

Pursuant to Rental Assistance Demonstration requirements, when the family's Total Tenant Payment (TTP) equals or exceeds the contract rent plus any utility allowance, the Project Owner must charge a tenant rent equal to the lesser of:

- (a) TTP (which is not capped at gross rent), less the utility allowance in the contract, or
- (b) any applicable maximum rent allowable under LIHTC regulations.

### 9.3 Interim Reexamination

a) A family is required to report the following changes to the CHA between regular reexaminations within (10) ten days:

- Any increase or decrease in family income;

- A household member has been added to the family through birth, adoption, court ordered custody or marriage; and
- A household member is leaving or has left the household.

The head of household must provide adequate documentation of these circumstances such as copies of court orders, birth certificates, adoption certificates, etc.

b) The CHA shall conduct an interim reexamination for:

- A family whose family members have changed, or
- A family whose income has increased or decreased, and/or

Any family who had claimed zero income that has an increase in their income.

c) Decreases in Income: Tenants have the option of requesting an interim recertification due to decreases in income. If the resident reports the decrease to site management by the 20<sup>th</sup> of the month, every effort will be made to implement any decrease in rental payment by the first day of the following month, provided that proper documentation was provided by the tenant. Any reduction in rental payment reported will become effective the first day of the following month. A Tenant's failure to provide timely reporting and documentation on the decrease in income will delay implementation of the rent reduction, with no retroactive credit.

Increases in Income: In the event of an increase in total tenant payment, that increase will become effective on the 1<sup>st</sup> day of the second month after the resident reports an increase.

#### **9.4 Additions to Lease**

If a resident desires that a new member be added to the household, the resident must provide information about the new family member's income, assets, verified citizenship/eligible immigrant status, Social Security number if applicable, and all other information required of an applicant for the Site.

Upon receipt of this information the CHA will screen the application. If the CHA determines that the individual is eligible and suitable, the CHA will execute a new lease with the family reflecting the changed family composition.

If the CHA determines that the individual is ineligible or unsuitable, the CHA will so advise the family in writing of the determination and of the opportunity to request an informal hearing.

Except for additions due to birth or court awarded custody, the CHA may disallow the addition of a household member if a resident family is currently properly housed and the addition of a new member to the household will create an over-housed situation. Additionally, the CHA shall disallow the addition of a new member to the household when the existing household is in an over-housed situation.

In the event that the CHA denies a resident's application to add a person to his/her lease, he/she may appeal the decision through the CHA's Grievance Policy.

## **9.5 Residual Tenancy**

### **a) Criteria**

A remaining member of a resident household may apply to become the head of household in the event of the death, departure or incapacity of the head of household. The application to become head of household will be approved provided that the applicant meets the following criteria:

An adult who has been a resident of record on the current lease for the unit; or

- In the event that the remaining member(s) of the household consists only of minor children, the applicant must be an adult who has either been appointed either as a temporary or permanent guardian or is the natural parent of one or more household members, is willing to assume responsibility for the apartment and the household, and is willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy; or
- In the event that the remaining member of the household is an incapacitated adult who is unable to fulfill the responsibilities set forth in the lease, the applicant must be an adult who has been appointed as either a temporary or permanent guardian of the remaining household member, and is willing to assume responsibility for the apartment, and willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy.

### **b) Divorce, Separation or Protective Order; Bifurcation of Lease Under Violence Against Women Act**

In the event of divorce, separation or a protective order issued by a court under chapter 209A or other state or federal statute, any person(s) designated by the court will be permitted to apply to become the head of household provided that he or she would otherwise qualify under the terms of this policy.

In the event of a bifurcation of a lease undertaken to afford protections under the Violence Against Women Act to a victim of domestic violence, the remaining victim household member shall be afforded the opportunity to establish eligibility as a head-of-household, or a reasonable time to move or establish eligibility for another assisted housing program.

c) Income

An applicant for admission to become the head of household who was previously not a member of the household will be screened to verify eligibility and suitability in accordance with this Plan.

d) Limitations

A remaining member of a resident household will not be considered for residual tenancy if the departing or incapacitated head of household is relocating to another CHA apartment or to the CHA's Housing Choice Voucher Program, is relocating to another subsidized or non-subsidized apartment, is purchasing a home, is under eviction for non-payment of rent or for cause, or has vacated with an outstanding balance due to the CHA.

(A resident shall be regarded as being "under eviction" if the Community Manager has determined to proceed with eviction and the resident's appeal rights have been exhausted.)

A remaining member of a resident household will not be considered for residual tenancy if the head of household has died and immediately prior to death, the head of household was under eviction (as described above) for non-payment of rent or for cause, or died with an outstanding balance of more than two month's rent due to the CHA.

Approval of residual tenancy shall be conditional on the remaining members of a resident household being properly housed. Where applicable, any approved applicant for residual tenancy shall remain under a Use and Occupancy Agreement and will not sign a CHA standard dwelling lease until such time as the household transfers to an appropriately sized unit. Refusal to transfer to an appropriately sized unit shall be considered a violation of this policy and will cause the revocation of the conditional approval of residual tenancy.

e) Appeals

An applicant to be added to the lease and/or applicant for residual tenancy may appeal in accordance with this Plan.



## **CHAPTER 10: RESIDENT TRANSFERS**

### **10.1 Policy**

It is the policy of the CHA that a resident residing in a CHA-managed public housing site may be transferred to another unit for administrative reasons as set forth in this chapter. Transfers initiated from sites governed by this Policy may be accepted at CHA-managed sites governed by other Policies or Management Plans, however the other Policy or Management Plan must permit it, and transferring families must meet all eligibility and admissions requirements of the receiving site.

### **10.2 Administrative Transfers**

The Executive Director or his/her designee may require a resident to transfer from one dwelling unit to another of an appropriate bedroom size for a sound administrative reason such as:

- a) Fire in or condemnation of an occupied unit;
- b) Harassment or abuse of a resident or household member (including Emergency Transfers pursuant to section 10.3);
- c) When the CHA determines that there is extreme overcrowding (when the family's size and/or composition is significantly inappropriate for a unit with so few bedrooms);
- d) When the CHA determines that a family is over-housed, i.e. resides in a unit that has more bedrooms than that which is required by the family size or composition.
- e) When the CHA is undertaking modernization, and the type of work being done requires that the resident temporarily or permanently relocates; and
- f) When there are defects in the resident's unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired.
- g) Failure of a household residing at an Upward Mobility Site to comply with the requirements of the Upward Mobility Program (See Section 17.2)
- h) To give effect to an approved Reasonable Accommodation.

An Administrative Transfer to a site utilizing age-denominated preferences will only be approved when the transferring household also meets the highest age-denominated preference of that site.

The CHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be approved by the Director of Housing Operations and implemented in a manner consistent with the relevant provisions of the resident's lease and/or applicable law.

### **10.3 Emergency Transfers Under Violence Against Women Act [24 CFR 5.2001 et. seq.]**

In accordance with the Violence Against Women Act (VAWA), CHA 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 to request a transfer is available regardless of sex, gender identity, or sexual orientation.

- a) Eligibility - A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
  - i) Resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit; and
  - ii) Where the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) Required Documentation - A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this section. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. To request an emergency transfer, the resident shall notify CHA's site management office and submit a written request/certification form (HUD-5382). Requests may also be submitted to the CHA central office care of "Director of Housing Operations", 801 North Holtzclaw Ave., Chattanooga, TN 37404. CHA will provide reasonable accommodations to this policy for individuals with disabilities. The request should set out the basis for eligibility as described in a(i) or a(ii) above.
- c) Confidentiality - To the maximum extent permitted by law, CHA will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives CHA 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 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. Subsequent to any transfer under this section, documentation relating to the transfer shall be purged from the resident file, and maintained only in the files of CHA's Director of Housing Operations.

d) Processing

- i) Requests for Emergency Transfers under this section shall be reviewed by CHA's Director of Housing Operations or his/her designee, and approved or denied.
- ii) If a request is approved, CHA shall determine, in consultation with the resident, which available site or sites would be acceptable for the transfer, considering all factors such as safety, program eligibility and availability of suitably sized/configured units.
- iii) If CHA has no safe and available units for which a resident who needs an emergency transfer is eligible, CHA 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, CHA will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are set out in CHA's VAWA Notice of Occupancy Rights.

#### **10.4 Safe At Home Address Confidentiality Program**

The Safe at Home Address Confidentiality Program is a statewide address confidentiality program administered by the Office of the Tennessee Secretary of State. It is open to all victims of domestic abuse, stalking, human trafficking, rape, sexual battery, or any other sexual offense who satisfy eligibility and application requirements at no cost. Once a participant has been approved, they are provided with a 'substitute' address that can be used by them and their children as their official mailing address for all state and local government purposes, including public school or public benefits enrollment, subject only to a few limited exceptions. CHA residents who are receiving an administrative transfer for any reason, and residents newly moving into a CHA-managed site, will receive Safe at Home program information and CHA will refer any requests for Safe at Home participation to the designated Central Office Safe at Home coordinator.

## **10.5 Placement on the Waiting List**

Administrative Transfers (including those for Emergency Transfers)

A resident with an approved administrative transfer to another unit shall be assigned the "Administrative Transfer" preference on the appropriate site waiting list. Within the group of applicants with Administrative Transfer preference, the approved requests will be placed on the list in time and date sequence as received by the site management office.

## **10.6 Unit Offer Pursuant to a Transfer**

The CHA shall offer one unit that is appropriate in size and meets the circumstances of the transfer, and where the transfer is for medical reasons, appropriate for the resident's medical need. A resident must accept the transfer offer within seven (7) working days of its receipt. For good cause, the CHA may extend the time for accepting the offer. If a resident refuses to move pursuant to an Administrative Transfer that is being made for reasons of program requirements or that have been required by authorities having jurisdiction (e.g., Fire Department for damaged units), the CHA will begin eviction proceedings.

## **10.7 Acceptance Of Unit**

Upon offer and acceptance of a unit, the family will execute a new lease and pay any rent and/or security deposit within two (2) days of being advised that the unit is ready to rent. The family will be allowed five days to move after receipt of the key to the unit to which the resident is transferring.

## **10.8 Cost of the Resident's Transfer**

The cost of a resident's transfer will be borne by the CHA when:

- a) the transfer is pursuant to a Reasonable Accommodation under section 1.2.4; or
- b) an Emergency Transfer under 10.3; or
- c) when action or inaction by the CHA has caused the unit to be unsafe or uninhabitable; or
- d) is required by CHA modernization or rehabilitation work.

The cost for a transfer will generally be borne by the family under the following circumstances:

- e) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- f) When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;
- g) When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit. (Prior to acceptance of the unit, the family generally must sign a statement acknowledging an understanding that a transfer may be required if a handicapped family needs the unit.)
- h) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

## **10.9 Appeal**

If the resident does not agree to an administrative transfer, the CHA shall inform the resident of the right to request a grievance hearing. The resident must request the grievance hearing within 14 days of the denial of the transfer request.



## **CHAPTER 11: PET POLICY**

### **11.1 Introduction [24 CFR 5.300]**

The CHA allows for pet ownership with the written pre-approval of the CHA in accordance with this policy.

General policy matters related to pets are set forth in this Chapter and are supplemented by the CHA pet application and lease addenda. Information and documents related to pets may be obtained at the CHA's site management offices.

This policy does not apply to animals that are used to assist, support, or provide service to persons. The CHA will not apply or enforce any policies against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. [24 CFR 5.303]

### **11.2 Pet Definition [24 CFR 5.306]**

Common household pet means: a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). This definition shall not include animals that are used to assist persons with disabilities.

#### **11.2.1 Domestic Dogs**

- a) Maximum number per household: 1
- b) Maximum adult weight: 25 pounds when full grown
- c) Must be house-broken
- d) Must be spayed or neutered
- e) Must have inoculations in accordance with State and local laws

#### **11.2.2 Domestic Cats**

- a) Maximum number per household: 1
- b) Maximum adult weight: no restrictions
- c) Litter must be changed twice a week

- d) Must be spayed or neutered
- e) Must have inoculations in accordance with State and local laws.
- f) Must have scratching post

#### **11.2.3 Birds**

- a) Maximum number per household: 2
- b) Must be maintained inside cage at all times
- c) Cage must be cleaned twice a week

#### **11.2.4 Fish**

- a) Maximum number of aquariums: 1
- b) Maximum aquarium size: 20 gallons
- c) Aquarium or fishbowl must be cleaned as needed

Note: a household may have one (1) dog and one (1) cat in addition to birds and fish.

### **11.3 Prohibition Against Discrimination [24 CFR 5.309]**

The CHA will not prohibit or prevent any tenant of elderly/disabled developments from owning common household pets or having such pets living in the tenant's dwelling unit; or restrict or discriminate against any person in connection with admission to, or continued occupancy of, such housing by reason of the person's ownership of common household pets or the presence of such pets in the person's dwelling unit.

### **11.4 Pet Guidelines (24 CFR 5.318)**

The following guidelines apply to pets maintained by CHA residents. An animal observed to be on site under the control of a resident on multiple occasions may be deemed by CHA to be that resident's pet, requiring approval under this Chapter of the Plan.

#### **11.4.1 Approval**

The Community Manager shall review the application and arrive at a decision by considering the following:



- a) Whether the animal is a pet as defined above;
- b) If available, prior landlord references (including references from the CHA in cases where tenant has had a pet in CHA property) relating to applicant's pet ownership, including problems with gnawing, chewing, scratching, or otherwise defacing the unit, common areas, and outside property.

If the Community Manager approves the application, the tenant must complete a "Pet Lease Addendum" and submit this form to the Community Manager. This document shall become part of the tenant's lease agreement.

The pet owner is responsible for providing the CHA with the following information and documents at the time of application and at the time of recertification provide updated inoculation records. These documents shall be kept in the pet owner's file:

- a) Color photo and identifying description of the pet;
- b) Attending veterinarian's name, address and telephone number;
- c) Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
- d) Veterinary certification of actual weight and projected adult weight of pet; and
- e) Pet licensing certificates in accordance with local and state laws.

If the Community Manager denies the application, the tenant may request a hearing in accordance with Chapter 14.

### **11.5 Pet Owners Rights and Responsibilities**

If the Application is approved, the pet owner shall assume the following obligations:

- a) The pet owner shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification collars and tags with the tenant's name and phone number and the dates of the most recent inoculations and collars. A pet owner must control and restrain dogs/cats while in the common areas of the development.

- b) ***The pet owner is responsible for cleaning up after the pet inside the unit and anywhere on the CHA's property. A "pooper scooper" and disposable plastic bags should be carried at all times in common areas. Toilets are not designed to handle pet litter; therefore, no pet debris shall be deposited in a toilet. Pet owners shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes;***
- c) For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in the laundry room;
- d) The pet owner shall maintain the unit and its patio, porch and yard, if any, in a sanitary, insect-free, and odor-free condition at all times;
- e) The pet owner must provide litter boxes for cat waste, which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free;
- f) The pet owner shall prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet. Charges for damages will include materials and labor. Payment plans may be negotiated between the CHA and the pet owner. A dispute concerning the amount of damages is subject to the CHA Tenant Grievance Procedure;
- g) The pet owner shall be responsible for the cleaning, deodorizing and sanitizing of carpeting and other floor coverings in the unit;
- h) Pets are not to be tied outside or left unattended on a patio or porch;
- i) The pet owner shall not alter the unit, patio, or other outside area to create an enclosure for a pet;
- j) The pet owner shall not allow the pet to disturb or threaten the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance or danger to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping or other unruly behavior;
- k) No pet is to remain unattended without proper care for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the CHA shall have the right to enter the

premises to take the pet to be boarded at a local animal care facility at the expense of the resident;

- l) The pet owner shall allow the CHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The CHA may increase the number of inspections at its discretion;
- m) All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's or his/her designee's discretion;
- n) The pet owner shall register the pet with the Community Manager prior to the pet being brought on the development's premises. The pet owner is responsible for providing the CHA with the information regarding the pet's inoculations, licensing, photograph and other information as required. This information shall be kept in the pet owner's file and shall be updated annually. This update shall be coordinated with the pet owner's annual reexamination process;

The pet owner shall provide the name, address and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet.

- o) The pet owner is responsible for keeping the CHA informed of any change of information.

## **11.6 CHA Rights and Responsibilities**

The CHA shall:

- a) Post a copy of this policy for pet ownership and enforce these rules in a fair and just manner;
- b) Keep proper records of pet owners and pet's pertinent information, conduct unit inspections, investigate complaints and issue warnings and bills for damages, and schedule repairs;
- c) Enforce the Lease Addendum;
- d) If the health or safety of a 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, the Community Manager may contact the

responsible party or parties listed in the pet's registration materials;  
and

- e) Reserve the right to require dog owners to relocate to a comparable unit on the ground floor of each building based upon written complaints concerning the behavior of the dog in the elevator or hallways, or the documented medical conditions of residents affected by the presence of the dog.

### **11.7 Pet Deposit**

For residents who wish to keep one or more pets, the CHA will assess a refundable pet deposit of \$150. The pet deposit is in addition to any other financial obligation generally imposed on tenants of the development. The CHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including (but not limited to) the cost of repairs and replacements to and fumigation of the tenant's dwelling unit; and for the CHA, the cost of animal care facilities. The CHA shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the development or no longer owns or keeps the pet.

No fee will be required for medically documented service animals, for example seeing eye dogs.

### **11.8 Pet Policy Violation Procedures [24 CFR 5.356]**

#### **a) Notice of Pet Rule Violation**

If the CHA determines on the basis of objective facts, supported by written statements that the pet owner has violated a rule set out in this Policy, the CHA may serve a written notice of pet rule violation on the pet owner. The notice should:

- Contain a brief statement of the factual basis for the determination that the Pet Policy has been violated;
- State that the pet owner has ten days from the effective date of service of notice to correct the violation, including, in appropriate circumstances, removal of the pet or to make a written request for a meeting to discuss the violation;
- State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and

- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in the initiation of procedures to remove the pet and/or terminate the pet owner's tenancy.

b) Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the CHA shall establish a mutually agreeable time and place for the meeting, but no later than fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the CHA agrees to a later date).

At the meeting the Community Manager and the pet owner shall discuss the alleged pet rule violation and attempt to correct it. The CHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

c) Notice of Pet Removal

If the pet owner and the Community Manager are unable to resolve the pet rule violation at the meeting, or if the Community Manager determines that the pet owner has failed to correct the pet rule violation as agreed within the prescribed additional time, the Community Manager may serve a written notice on the pet owner.

The notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
- State that the pet owner must remove the pet within ten days of the effective date of service of the notice of pet removal (or the meeting if notice is served at the meeting); and
- State that failure to remove the pet may result in lease termination procedures.

d) Termination of Lease Agreement or Removal of Pet

CHA may not initiate procedures to terminate a pet owner's lease unless:

- the pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- the pet rule violation is sufficient to begin procedures to terminate the lease under the terms of the lease, applicable HUD regulations, and or applicable State or local law.



## **CHAPTER 12: INSPECTIONS**

### **12.1 Move-In Inspections**

The CHA and prospective head of household will inspect the premises prior to signing the lease. The CHA will prepare a written statement of the condition of the premises that will be signed by a CHA representative and the head of household. The CHA will provide a copy of the signed inspection statement to the head of household and will retain the original in the family's file.

### **12.2 Annual Inspections**

The CHA will inspect each assisted housing unit annually to ensure that each unit meets National Standards for the physical condition of HUD Housing [24 CFR 5.701 et. seq.]

### **12.3 Preventative Maintenance Inspections**

The CHA may conduct preventative maintenance inspections periodically. These inspections are intended to keep items in good repair and to extend the life of the unit and its equipment.

These inspections may encompass checks on leaks, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures. These inspections may also provide an opportunity to conduct seasonal checks on furnace filters, window screens and air conditioning units.

### **12.4 Special Inspections**

The CHA may schedule special inspections to enable CHA, its inspection agents, HUD, or other authorities having jurisdiction to inspect the site and dwelling units according to uniform physical inspection standards, housing code, energy performance contract standards or other property applicable standards.

### **12.5 Housekeeping Inspections**

Generally, at the time of annual reexamination, and at other times as necessary, the Community Manager will conduct a housekeeping inspection to ensure that the family is maintaining the unit in a safe and sanitary condition. In cases of poor housekeeping, CHA may require the resident to attend mandatory housekeeping classes or a health/safety fine may be imposed.

## **12.6 Notice of Inspection**

The CHA will provide the resident with at least two (2) days written notice of annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

## **12.7 Emergency Inspections**

The CHA may enter a unit without prior notice if there is reason to believe that an emergency condition exists within the unit. The CHA representative who enters the unit will leave a written notice in the unit advising the family of the date and time of entry and purpose for the emergency inspection.

## **12.8 Pre-Move Out Inspections**

The CHA will offer to schedule a pre-move out inspection upon receipt of a resident's notice to vacate.

The inspection allows the CHA to assist the family in identifying any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the CHA to prepare units more quickly for future occupants.

## **12.9 Move-Out Inspections**

The CHA will conduct a move-out inspection at the time a resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. The CHA will notify the resident about the inspection and encourage the head of household to be present. This inspection becomes the basis for any claims assessed by the CHA against the resident's security deposit.



## **CHAPTER 13: TERMINATION OF TENANCY**

### **13.1 Termination By Resident**

Tenant may terminate the Lease by giving 30 days' written notice to CHA, during which notice period rent will continue to accrue. Following the 30-day notice period, rent will continue to accrue until the earlier of a) the return of keys to CHA or other indication that the Tenant and all Household members have completely vacated Unit; or b) an additional 30 days. If Tenant vacates the Unit without notice (abandonment), rent will continue to accrue until the earlier of a) 30 days after CHA has actual knowledge of abandonment; or b) 90 days after Tenant's last payment.

In the event of a resident's death in a single person household, the CHA shall terminate rent charges effective on the date of death. In the event of the death of an adult with income in a multi-person household, the CHA will recalculate the family's rent based on the change of income effective on first day of the month following the date of death.

### **13.2 Choice Mobility**

Pursuant to HUD Rental Assistance Demonstration guidelines, resident households are eligible to receive a Tenant-Based Voucher issued by CHA's Housing Choice Voucher Program. Providing that the tenant is in good standing with CHA, this right is available at any time after the resident's lease date.

The Choice Mobility right is limited by all applicable provisions of the CHA Housing Choice Voucher Program Administrative Plan, including, if applicable, any annual Choice Mobility Turnover Caps.

### **13.3 Termination By The CHA**

The CHA will terminate the lease for serious or repeated violations of material lease terms by residents, any member of residents' household, or guests. Such violations include, but are not limited to, the following:

- a) Nonpayment of rent or other charges;
- b) A history of three (3) or more late/delinquent rental payments within the current reexamination period;
- c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- d) Failure to allow inspection of the unit;

- e) Failure to maintain the unit in a safe and sanitary manner;
- f) Assignment or subletting of the premises;
- g) Use of the premises for purposes other than as a dwelling unit; (other than for site-based management approved resident businesses);
- h) Destruction of property;
- i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- j) Any criminal or drug related activity, including manufacture or production of methamphetamine, on or off the premises by the Resident or any member of Residents' household or guests;
- k) Noncompliance with community service requirements effective one year after the suspension is lifted;
- l) Permitting persons not on the lease to reside in the unit for more than (21) days each year without the prior written approval of the CHA; and
- m) Repeated noncompliance with rules prohibiting the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars and water pipes (hookahs) in or within 25 feet of buildings and other designated non-smoking areas; and
- n) Other good cause.

Notwithstanding the above, the CHA will not terminate a resident's lease if the resident demonstrates that she or he is a victim of real or perceived domestic violence, sexual assault, dating violence or stalking. The CHA may choose to bifurcate a resident household's lease to address such situations.

The CHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program, unless otherwise provided by law. Proof of a violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

#### **13.4 Extended Absences and Abandonment**

The head of household must notify the CHA in writing if all members of the household intend to be absent from the unit for more than thirty (30) consecutive days. A family may not be absent from the unit for longer than sixty (60)

consecutive days or 180 days if the absence is due to medical reasons. Upon request by the head of household, the CHA will install a keyed knob set lockout device for the duration of the extended absence.

If the family is absent from the unit in excess of these limits, the CHA may take appropriate legal action, up to and including eviction. A family may request that the CHA approve an absence in excess of these limits. The CHA shall consider such a request and may approve it only if extenuating circumstances exist.

If the CHA does not receive written notice from a family regarding an extended absence, the CHA shall consider that the unit has been abandoned if:

- There is reason for the CHA to believe that the unit has been unoccupied for thirty (30) days or more, and
- The rent is past due and the household has not acknowledged or responded to demands for payment.

If the CHA determines that a unit has been abandoned, the CHA shall enter the unit to conduct an emergency inspection and send a written notice of abandonment to the family at the unit address and to any emergency contact person provided by the resident by way of the U. S. Mail forwarding service requested.

If the family does not respond to the written notice of abandonment within ten (10) days of the date of the notice, the CHA shall take appropriate legal action, up to and including eviction.

The CHA shall dispose of all items remaining in the unit. Items of value shall be donated to a non-profit approved by CHA's Director of Housing Operations. Items with no value shall be discarded.



## **CHAPTER 14: TENANT GRIEVANCE**

### **14.1 General**

It is the policy of the CHA to provide tenants with a method for dispute resolution and the opportunity for a grievance hearing. Tenants have the right to request a grievance hearing in accordance with this policy. "Tenant" means the head of household.

### **14.2 Definitions**

"Grievance" shall mean any dispute which a tenant may have with respect to CHA action or failure to act in accordance with the individual tenant's lease or CHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

"Complainant" shall mean any tenant whose grievance is presented to the CHA or site management office.

"Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required: 1) adequate notice to the tenant of the grounds for terminating the tenancy and for eviction; 2) right of the tenant to be represented by counsel; 3) opportunity for the tenant to refute the evidence presented by the CHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have and 4) a decision on the merits.

"Tenant" shall mean the adult person (or persons) (other than a live-in aide) who resides in the unit and who executed with lease with the CHA as lessee of the dwelling unit, or, if no such person now resides in the unit, 2) who resides in the unit and who is the remaining head of household of the tenant family residing in the unit.

"Hearing Officer" shall mean a person selected to hear grievances and render a decision with respect thereto.

### **14.3 Policy Application**

This grievance policy applies to a dispute a tenant may have with respect to the CHA's action or failure to act in matters involving that tenant's lease with the CHA or CHA rules that adversely affect the tenant's rights, duties, welfare or status. This policy does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the CHA Board.

There is no right to a grievance hearing in cases for termination of lease based on:

- a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the CHA; or
- b) Any violent or drug-related criminal activity on or off the premises; or
- c) Any criminal activity that resulted in a felony conviction of a household member.

#### **14.4 Filing a Grievance**

A tenant shall submit a written request for a grievance in writing and deliver or mail it to the CHA, within seven (7) days after the tenant's receipt of a notice of lease termination. The request for a grievance hearing must specify the reasons for the grievance and the action that the tenant wants the CHA to take or refrain from taking (Forms are available at the site management offices).

A request for a grievance hearing regarding some other matter shall be submitted in the same manner as above, but within fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance.

The CHA shall permit additional time up to 10 business days for initiation of a grievance if the CHA finds that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the CHA.

#### **14.5 Informal Settlement Conference**

After the filing of a request for a grievance hearing, the CHA shall provide the grievant with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The CHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless the conference occurred at or before the time of filing. The CHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. The tenant and the CHA shall preferably sign the summary. The CHA shall maintain a copy of the informal settlement and shall provide a copy to the Complainant. If a matter is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

## **14.6 Selection of a Hearing Officer**

A grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under a review or a subordinate of such person. The Executive Director or designee shall provide a list of Hearing Officers approved to hear a grievance. From this list, the Executive Director or designee shall appoint a hearing officer for a specified period of time. The CHA shall consult with the resident organizations before appointing a hearing officer. The Executive Director may consider any comments or recommendations submitted by the tenant organizations before the appointment.

## **14.7 The Hearing**

### **14.7.1 Hearing Date and Notice**

The CHA shall schedule a grievance hearing based on termination of a lease case within fourteen (14) days or as soon as reasonably practical after the CHA's receipt of the request. The CHA shall schedule a grievance hearing regarding some other issue as soon as reasonably convenient after receipt of the request.

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the Complainant and to his/her or her representative (if any). The CHA or the panel may reschedule a hearing by agreement, or upon showing by the Complainant or the CHA, that rescheduling is reasonably necessary.

### **14.7.2 Procedures Governing the Hearing**

The Hearing Officer shall afford the Complainant a fair hearing which shall include:

- The opportunity to examine before the grievance hearing any CHA documents including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the CHA does not make the document available for examination upon request by the Complainant, the CHA may not rely on such document at the grievance hearing;
- The right to be represented by counsel or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf;

- The right to a private hearing unless the Complainant requests a public hearing;
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the CHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the CHA or project management relies; and
- A decision based solely and exclusively upon the facts presented at the hearing.

If the Complainant or the CHA fail to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five business days or make a determination that the party has waived his right to a hearing. Both the Complainant and the CHA shall be notified of the determination by the Hearing Officer, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the CHA's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying the CHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the CHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

The Complainant or the CHA 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.

The CHA must 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 tenant is visually impaired, any notice to the tenant in conjunction with this policy must be in an accessible format.

### **14.7.3 The Decision**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the



decision shall be sent to the Complainant and the CHA. The CHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the CHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines within a reasonable time and promptly notifies the Complainant of its determination, that:

- The grievance does not concern CHA action or failure to act in accordance with or involving the Complainant's lease on CHA regulations, which adversely affect the Complainant's right, duties, welfare or status;
- The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA.

A decision by the Hearing Officer or Board of Commissioners in favor of the CHA or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

#### **14.7.4 Effect of a Decision on a Grievance**

The decision on a grievance shall be binding between the CHA and the Complainant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

### **14.8 Records of Hearings**

The CHA shall maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative. The log shall include the date of the hearing decision, the general reason for the grievance hearing, and whether the decision was in favor of the complainant or the CHA.



## CHAPTER 15: RE-PAYMENT AGREEMENTS

### 15.1 Policy

At the discretion of CHA, a family may enter into a written repayment agreement, limited to amounts less than \$4,000 with terms of 24 months or less. All repayment agreements must originate from the Legal Department. Site-based staff are not permitted to draft or enter into re-payment agreements with resident families.

Repayment agreements may be offered to reimburse CHA for under-reporting or non-reporting of household income and/or fraud.

For charges other than fraud, upon a written finding of exceptional circumstances by the Director of Housing Operations, a family may enter into a written repayment agreement to pay for excessive maintenance, fire damage caused by the resident, guest and/or visitor, casualty to unit, maintenance, outstanding rent, excess utility charges or other amounts related to the family's tenancy.

### 15.2 Requirements

***If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, CHA must terminate the family's tenancy or assistance or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.***

All repayment agreements must be in writing, dated, and signed by both the tenant and the CHA's representative, including the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Repayment agreements will contain the following provisions:

- e) Reference to paragraphs in the CHA lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance or both;
- e) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to CHA; and
- e) Late and missed payments constitute default of the repayment agreement. If at any time the resident fails to make a scheduled payment within 30 days of the payment due date, the entire balance shall become due and the resident will be issued a 30-day lease violation, initiating the eviction process. If any amount is unpaid as of the date of vacancy, the CHA reserves the right to refer the total amount due (with reasonable collection and legal fees added) for collection. At the

discretion of the Executive Director or his/her designee, an additional 30-day extension may be granted on late or missed payments.

## **CHAPTER 16: FRAUD AND MISREPRESENTATION**

### **16.1 Purpose**

This section explains the consequences of misrepresentation and falsification of any application, data relevant to any reexamination or transfer-related information by applicants or residents.

### **16.2 Federal Law Prohibitions**

Any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both [18 U.S.C. §1001].

### **16.3 Applicant and Resident Certification**

Initial applications and applications for continued occupancy for the Program shall contain a warning that falsification of information is punishable under state and federal law.

CHA shall consider the misrepresentation of income and/or family status to be a serious lease and policy violation as well as a crime and shall take appropriate action if fraud is discovered. Specifically:

- a) An applicant family who has misrepresented income or family status shall be declared ineligible for housing assistance if subsidy overpayments are not repaid in full or a repayment agreement is not entered into.
- b) If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the unit, even though the resident may be currently eligible.
- c) A resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.
- d) If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that

should have been paid. CHA is required to determine retroactive rent as far back as CHA has documentation of family reported income. CHA reserves the right to demand full payment within thirty (30) days.

- e) CHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of the CHA to cooperate with federal, state, county or local authorities in prosecuting cases which, in the CHA's judgment, appear to be willful or deliberate misrepresentation.

#### **16.4 Fraud Recovery; Repeat Fraud**

- a) Fraud identified in the amount of \$300 or less must be paid within 60 days.
- b) For fraud identified an amount greater than \$300, a repayment agreement may be offered.
- c) If the resident fails to repay the fraud determined, declines to enter into an offered repayment agreement, fails to make the full down payment on a repayment agreement within 45 days, or defaults on a repayment agreement, the resident will be issued a 30-day lease violation, initiating the eviction process. The total amount due will also include reasonable legal fees and collection fees, if any, and/or the case may also be referred to the CHA Public Safety Department who will initiate a criminal investigation and, if warranted, refer the case to the Hamilton County Grand Jury, Inspector General's office or other law enforcement agency for prosecution.
- d) At the first instance of fraud or other noncompliance, a resident will be given the opportunity to enter into a repayment agreement with the CHA for fraud amounts owed and remain on the program in accordance with the above parameters. If there is another instance of unreported income within a 5-year period, the balance must be paid in full within 45 days. If the second instance occurs more than 5 years after the first, the resident will be given another opportunity to enter into a repayment agreement. Eviction proceedings will begin if a resident has three instances where subsidy overpayments have occurred within a 10-year period, resulting from unreported or under-reported income.

## CHAPTER 17: OTHER HOUSING PROGRAMS

### 17.1 Housing First Program

- a) The CHA makes housing available to homeless families and homeless families that have members who have been victims of domestic violence, under a "housing first" model whereby the family receives a permanent housing placement immediately, without necessarily having to progress through shelters or transitional housing. A critical component of this model is intensive case management services for clients in the program, for a 24-month period.
- b) The CHA will execute a Memorandum of Understanding (MOU) with each qualified partner organization who will be providing case management services under this program. A "qualified partner organization" is an organization, which in the CHA's sole discretion, demonstrates the subject matter expertise in homelessness and/or domestic violence, and capacity to provide quality case management services for at least 12 months. At a minimum, case management shall be at least one in-depth session conducted each month with the client. Following the initial 12 months of partner-provided case management, CHA Resident Engagement staff will continue case management for an additional 12 months. A waiting list preference is applicable to this program, and a referral from a qualified partner organization will serve as the documentation to obtain the preference. CHA has allocated up to 25 units at the East Lake and Emma Wheeler Homes sites for the Housing First program.
- c) Partner organizations will conduct the initial client screening, confirming that the family is homeless and/or has a member who is a victim of domestic violence at low risk of further victimization, and is willing and able to participate in programming for a 24 month period. If all three requirements are met, the partner organization would refer the family to the CHA for additional screening in accordance with this ACOP, including income eligibility, citizenship or eligible immigration status, and criminal history. To perform the initial screenings and referrals for cases involving domestic violence, the partner organization must have the necessary professional expertise in the assessment and case management of clients who have been the victims of domestic violence.
- d) If the initial screening criteria are met, the partner organization would refer the family to the CHA for additional screening in accordance with this ACOP: income eligibility, past landlord history, credit worthiness, and criminal history..

- e) If admitted to the program, each family will sign a lease and a lease addendum that requires them to be compliant with their case management plans or risk termination of their tenancies. The partner organization's case manager will provide supportive services for each participating family. At the end of the 24-month program period, the family will graduate from the Housing First program and be allowed to remain in the apartments a regular program participant. The CHA will make another apartment available to the program at that site.
- f) The CHA will post on its website at [www.chahousing.org](http://www.chahousing.org) the names and contact information for qualified partner organizations who are eligible to refer families experiencing homelessness to the Housing First Program. If a person experiencing homelessness advises a CHA staff member that s/he is an applicant or prospective applicant who is experiencing homelessness, the CHA staff member shall refer the person to the CHA's website and provide a hard copy of the contact information for the qualified partner organizations, and will instruct the prospective applicant that the only way to qualify for a preference is to reach out to a qualified partner organization and to be referred to the Housing First Program by that organization. The CHA will collect available demographic data about participants in the Housing First Program and will maintain such data for a minimum of two years.



## **CHAPTER 18: FAMILY SELF SUFFICIENCY PROGRAM**

### **18.1 General**

The purpose of the Family Self Sufficiency (FSS) Program is to enable families receiving assistance within the affordable housing program to achieve economic independence and self-sufficiency. Under the FSS Program, the CHA shall counsel families participating in the Program about opportunities for education, job training, counseling, and other forms of social service, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

HUD will measure the success of the CHA's FSS Program not only by the numbers of families who achieve self-sufficiency, but also by the number of FSS Program families who, as a result of participation in the program, have family members who obtain their first jobs, or who obtain higher paying jobs, no longer need benefits received under one of more welfare programs; obtain a high school diploma or higher education degree, or accomplish similar goals that will assist the family in obtaining economic independence. The CHA shall maintain the FSS Program size in accordance with HUD regulation.

### **18.2 Action Plan**

The CHA shall maintain a FSS Program Action Plan that addresses the demographics and supportive service needs of the families expected to participate in the Program, an estimate of the number of families who can reasonably be expected to receive supportive services under the FSS Program, based on available resources, the family selection procedures that will be followed, incentives, outreach efforts, a description of FSS activities and supportive services, method for identification of family support needs, a description of policies relating to termination from the program and applicable grievance procedures.

The CHA's current FSS Program Action Plan is attached hereto as Attachment D.



## **CHAPTER 19: INTERIM PROVISIONS**

The Sites have converted from sites assisted under HUD's Low-Income Public Housing Program, to sites assisted under HUD's Project-Based Rental Assistance (PBRA) Program, under the Rental Assistance Demonstration (RAD) process. The following provisions are applicable to resident households who were residents as of the date ("Conversion Date") the project converts from Public Housing to PBRA ("existing households").

### **19.1 Right to Return.**

Application and waiting list provisions described in Chapter 3 of this Plan shall be subject to RAD provisions giving the right for households temporarily-relocated for project renovations to return to the project once renovations are completed. Existing households shall qualify for the BR size they originally occupied, notwithstanding Site occupancy standards. Existing households shall be given a reasonable time to exercise their option to return, after which the right to return shall be extinguished.

### **19.2 Eligibility and Suitability**

Eligibility and Suitability screening provisions described in Chapter 4 of this Plan shall not be applicable to resident households exercising their right to return as described in Section 19.1. However, all households, including existing households, will be subject to standard eligibility and suitability checks for program recertifications which occur subsequent to their admission or re-admission.

### **19.3 Applicability of Family Self-Sufficiency Program**

Family Self-Sufficiency Programming as described in Chapter 18 shall only be available to existing households having a current FSS Contract of Participation as of the Conversion Date, and extending to the end of the Contract of Participation. Once the Contract of Participation ends for any reason, the FSS program shall not be available.

### **19.4 Rent Increases – 3-Year Phase-In**

If, as a result of project conversion, the amount an existing household would pay for rent and utilities under the PBRA program (the household's TTP) would increase the household's TTP by more than the greater of 10 percent or \$25, the rent increase will be phased in over 3 years.

## **19.5 Earned Income Disregard**

Existing resident households who are receiving, as of the Conversion Date, the Public Housing Earned Income Disregard benefit as set out in 24 CFR 960.255 and implemented in the CHA's Admissions and Continuing Occupancy Policy, shall continue to receive benefit of the income exclusion, through the date described in section 960.255 or until the end of Earned Income Disregard for any reason. The Earned Income Disregard shall be inapplicable after that time. At the end of the period of Earned Income Disregard, an interim reexamination shall be conducted according to the provisions set out in Chapter 8, section 3 of this Plan.