

# **CHATTANOOGA HOUSING AUTHORITY**

## **Management Plan – PBRA Family Sites**

**Effective Date: 1/1/2023**

### **CHATTANOOGA HOUSING AUTHORITY**

801 N. Holtzclaw Ave.  
Chattanooga, TN 37404

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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 Emerald Villages and Fairmount Apartments 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.

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

- Low Income Housing Tax Credit (LIHTC) (Emerald Villages only)
- Project Based Rental Assistance (PBRA)
- Rental Assistance Development (RAD)
- National Housing Trust Fund Grant (Emerald Villages only)

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:



- a) 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;
- b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Plan;
- c) Subject any person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services available to other similarly situated individuals; and/or
- g) 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.



## **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;
- b) The public housing Admissions and Continuing Occupancy Policy;
- c) The CHA Housing Choice Voucher Program Administrative Plan;
- 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.

#### **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 affordable housing program may be made as follows; please note that some of the methodologies may not be currently available:

- a) By completing an application form. Application forms, if applicable, can be obtained from and returned to the site management office and CHA's Central Office at 801 N. Holtzclaw Ave., Chattanooga, TN 37404. The application form will also be available on the CHA's website at [www.chahousing.org](http://www.chahousing.org). Application forms will be mailed to individuals upon request.
- b) By completing an online- or computer-based application. Facilities for completing the online- or computer-based application, if applicable, are available at any site management office and at CHA's Central Office. Online applications may also be available on the CHA's website 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. Applications will not be accepted unless they are complete, legible and authenticated by the head of household. The CHA shall date and time stamp each application as received.

### **3.2 Waiting Lists**

The following provisions set forth the procedures for managing 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. Prior to opening a waiting list, the CHA must ensure that all of the applicants on the list have had an opportunity to be housed. 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 at any time withdraw his/her application.

## **3.3 Processing Applications for Admission**

### **3.3.1 Processing**

An application document will be considered “complete” when all required information fields are filled in, and the document is legible and authenticated by the head of household (submitted applications), which will allow for the document to be entered into the Elite System and processed as an “application.”

For those application documents that are deemed incomplete, illegible and/or not properly authenticated, the CHA staff shall make contact with the applicant using any available contact information on the application document, or shall send a denial letter, to inform the applicant of the deficiency (ies) and suggest a resubmission/modification if interested. Efforts to reach the applicant shall be documented in the Elite System.

The CHA shall maintain the application and any associated documentation, including a denial letter, on the CHA's shared network.

### **3.3.2 Waiting List Assignment**

Each application shall be date and time stamped at the CHA office taking the application or as part of the online- or computer-based application process. These applications shall be coded "Active" in the Elite system.

To the extent that a housing development has handicapped accessible units in its site portfolio, the site shall maintain a waiting list specifically for applicants who require units with physical features that provide accommodations for household members' with handicaps/disabilities. The CHA shall place applicants on this list based on the date and time of the submitted application and any documentation demonstrating the need for an accessible unit and any eligibility for an ordered selection preference.

The CHA site staff shall place all other applications on waiting lists for units without physical features related to handicaps/disabilities based upon the date and time of the submitted applications and any documented, proven eligibility for an ordered selection preference.

To the extent that one or more waiting lists are not open, the CHA staff shall send a denial letter to the applicant.

### **3.3.3 Ordered Selection Preferences**

As noted above, the CHA shall place applicants on the appropriate waiting lists based upon the date and time of application, and any eligibility for an ordered selection preference as set forth below (shown in order of highest preference to lowest preference. Waiting lists remain open for applicants who qualify for an ordered selection preference.

**Preference Category 1:** Administrative Transfers – The Executive Director or his/her designee may require a resident to transfer from one dwelling unit to another for a sound administrative reason as set forth in Section 10.2 of this Management Plan, 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)

**Preference 2:** Upward Mobility Transfers

When Upward Mobility staff determines that a participant in the LIPH Family Self-Sufficiency Program and/or other ROSS Program

has demonstrated an interest and ability to successfully participate in the CHA's Upward Mobility Program, as set forth in Chapter 17. The CHA will offer up to 3 units in a 6-month period to applicants in this Preference Category.

**Preference 6: Standard Applicant**

All other applicants who meet eligibility/suitability requirements for admission

**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 eligibility for the preference, subject to the following provisions.

a) Income Targeting

Pursuant to LIHTC guidelines, all Emerald Villages admitted households must be at or below 60% of area median income as adjusted for family size. In addition, National Housing Trust Fund Grant requirements for Emerald Villages set aside seven (7) 2-bedroom apartments and three (3) 3-bedroom apartments for extremely-low income households (at or below 30% of area median income). To this end, the site-based management office may skip over families on the waiting list to reach other families with extremely low incomes in order to comply with program requirements.

**3.3.5 Unit Size**

Applicant households qualify for apartment units with of a particular bedroom size based on their size and household composition. 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. 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.

### **3.3.8 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 a waiting list until the 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.

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. family income does not exceed 85% of the HUD-established area median income (AMI) for Chattanooga. For Low-Income Housing Tax Credits, income tiers of 50% and 60% of AMI, or otherwise as required under tax credit rules, will be enforced (see Chapter 17 of this Plan). Income tiering requirements for the NHTF grant compliance will also be applied. Annual income, not adjusted income, is used to determine whether an applicant is eligible. 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 Public 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 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 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 had a charge of homicide or attempted homicide in any degree (**Note:** lifetime ban);
- k) Who has had a charge 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 relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- m) Who has any charge 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 the CHA public housing 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 LGBT-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.

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 Subsidized Housing**

Any person who was in a household who was evicted from, or a household whose tenancy was otherwise terminated with monies owing to, any HUD-subsidized housing cannot be placed on any waiting list or be admitted as a member of a household for a period of 5 years from the date of the eviction 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 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 Week’s Worth 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**

### **6.1 Computation of Net Household Income**

In order to determine net household income, the CHA shall first determine gross household income. Gross household income includes the income of all family members, excluding the types and sources of income that are specifically excluded. The deductions set out below are deducted from gross household income so computed, and the result is net household income. The Total Tenant Payment is determined from the net household income.

### **6.2 Annual Income [24 CFR 5.609]**

#### **6.2.1 General**

Annual income means all amounts, monetary or not, that:

- a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c) Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the CHA believes that past income is the best available indicator of expected future income, the CHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

#### **6.2.2 Annual Income Determination**

Annual income includes, but is not limited to:

- a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services [24 CFR 5.609(b)(1)];
- b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family [24 CFR 5.609(b)(2)];

- c) The interest, dividends and other net income of any kind from real or personal property and/or expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD [24 CFR 5.609(b)(4)];
- d) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (however, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded [24 CFR 5.609(b)(4)];
- e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (however, lump sum additions such as insurance payments from worker's compensation are excluded [24 CFR 5.609(b)(5) & (6)];
- f) Welfare assistance: If the welfare assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter utilities; plus the maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage;

- g) Imputed welfare income: this is income from welfare benefits that have been reduced because of welfare fraud or because of non-compliance with economic self-sufficiency requirements. Although the family in fact has reduced income, the CHA will impute the welfare income to the family in an amount equal to the reduction in benefits;
- h) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the CHA by the welfare agency) plus the total amount of other annual income [24 CFR 5.615];
- i) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- j) All regular pay, special pay and allowances of a member of the Armed Forces, except for hostile fire pay.

### **6.3 Exclusions from Annual Income**

Annual income does not include the following:

- a) Income from employment of children (including foster children) under the age of 18 years [24 CFR 5.609(c)(1)];
- b) Payments received from the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone)[24 CFR 5.609(c)(2)];
- c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses [24 CFR 5.609(c)(3)];
- d) Amounts received by the families that are specifically for, or in reimbursement of, the cost of medical expenses for any family member [24 CFR 5.609(c)(4)];
- e) Income of a live-in aide [24 CFR 5.609(c)(5)];
- f) The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)];

g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)];

h) The amounts received from the following programs [24 CFR 5.609(c)(8)]:

- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that is disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs 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 [24 CFR 5.609(c)(8)(iii)];
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the 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 [24 CFR 5.609(c)(8)(iv)];

- Incremental earnings and benefits resulting to any family member from participation in qualifying state and 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 [24 CFR 5.609(c)(8)(v)];

i) Temporary, nonrecurring or sporadic income (including gifts) [24 CFR 5.609(c)(9)];



- j) Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)];
- k) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) [24 CFR 5.609(c)(11)];
- l) Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)];
- m) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts [24 CFR 5.609(c)(14)];
- n) Amounts received by the family in the form of refunds or rebates under state and local law for property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)];
- o) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)];
- p) Amounts specifically excluded by any other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. This list incorporates all exclusions as of the latest publication by HUD in the Federal Register, May 20, 2014 at Volume 79, page 28938.
  - i. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 201(h)];
  - ii. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044(g)]. Examples of programs include but are not limited to: Retired Senior Volunteer Program, Foster Grandparent Program, Senior Companion Program, and the Older American Committee Service Program;
  - iii. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)];
  - iv. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)];
  - v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624(f)];

- vi. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians [Pub. L. 94-540, Section 6];
- vii. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands [25 USC 1407-1408] (this exclusion does not include proceeds of gaming operations regulated by the Commission);
- viii. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples of Title IV Programs include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- ix. Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056(f)]. Examples include the Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
- x. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the "In Re Agent Orange" product liability litigation;
- xi. Payments received under the Maine Indian Claims Settlement Act of 1980;
- xii. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- xiii. Earned income tax credit refund payments received on or after January 1, 1991;
- xiv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- xv. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- xvi. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida [38 U.S.C. 1802-05], children of women Vietnam veterans born with certain birth defects [38 U.S.C. 1811-16], and children of certain Korean service veterans born with spina bifida [38 U.S.C. 1821];

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

- xxvii. Emergency Assistance Act [Pub. L. 93-288, as amended] and comparable disaster assistance provided by States, local governments, and disaster assistance organizations [42 U.S.C. 5155(d)].

#### **6.4 Deductions from Annual Income [24 CFR 5.611]**

The CHA shall deduct the following amounts from family income.

- a) \$480 for each household member who is under 18 years of age, or is over 18 and has a disability or is a full-time student in a college or vocational program, but is not the family head or spouse;
- b) \$400 per family when the head or spouse is at least 62 years of age or disabled. Note: Only \$400 is an allowable deduction, even if both the head and the spouse are elderly or disabled.
- c) The sum of the following, to the extent the sum exceeds 3 percent of annual income:
  - Un-reimbursed medical expenses of any elderly family or disabled family; and
  - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the 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
- d) Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

## **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.

Each resident shall establish and maintain an account with applicable utility providers for utility services. Amounts for utility services paid by CHA on behalf of the resident will be placed on the account of the resident along with a \$25 processing fee for each month that a resident's utility account is not established or maintained.

#### **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 \$25 for processing costs.

If, within a 12-month period, Tenant should have a second personal check that is 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 to 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 public housing.

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.

**9.6 Misrepresentation**

If the CHA determines that the resident has intentionally misrepresented facts upon which rent is based, the CHA shall retroactively charge the resident the appropriate amount of rent and take other such actions as permitted by law up to and including eviction and criminal prosecution.



## CHAPTER 10: RESIDENT TRANSFERS

### 10.1 Policy

It is the policy of the CHA that a resident who resides in a unit may be transferred to another unit for administrative reasons as set forth in this chapter.

### 10.2 Administrative Transfers

The Executive Director or his/her designee may require a resident to transfer from one dwelling unit to another 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 overhoused, 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

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.

- f) Failure of a household residing at an Upward Mobility Site to comply with the requirements of the Upward Mobility Program (See Section 17.2)
- g) 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 Placement On The Waiting List**

Administrative Transfers (including those for Emergency Transfers)

A resident with an administrative transfer application to a unit shall be assigned a place on the appropriate site waiting list above all other applicants. Within the group of applications for administrative transfer, the applications will be placed on the list in time and date sequence as received by the site management office.

**10.5 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.

**10.6 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.

### **10.7 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.

### **10.8 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

Exception: If the CHA approved a family's application for a greater number of pets prior to the implementation of this policy, the family shall be permitted to keep those pets.

Note: a household may have one (1) dog and one (1) cat in addition to birds and fish. Residents who had both a properly registered cat and dog prior to the enactment of this new guideline are entitled to keep both of the pets; but if the said pet or pets should no longer be maintained in the household, then the resident must comply with the new guideline limiting the resident to one cat or one dog.

## **11.3 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.

### **11.3.1 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.

#### **11.4 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.

### **11.5 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.

### **11.6 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.

### **11.7 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 Uniform Physical Conditions Standards [24 CFR 5.701].

### **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, THDA 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**

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, he/she will be responsible for rent through the end of the notice period.

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 at the Sites 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 later of:

- a) 24 months from date of effective date of the PBRA Housing Assistance Payment Contract; or
- b) 24 months after the resident's after-rehab move-in 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.

### **13.3 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 Asset Management. 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 payment agreement to reimburse CHA for under-reporting or non-reporting of household income and/or fraud; upon a finding by the CHA of exceptional circumstances a family may enter into a written payment 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. CHA may offer the resident an opportunity to enter a repayment agreement to pay the full amount. Payment agreements will be limited to amounts less than \$2,000 with terms of 12 months or less. With approval of the Director of Public Housing, agreements can be extended to \$5,000 with a term of 24 months in cases of unit damage from fire, etc.

***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:

- a) 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;
- b) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to CHA; and
- c) Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

CHA is required to determine retroactive rent amount as far back as CHA has documentation of family reported income. CHA reserves the right to deal with each of these cases on an individual basis and may seek repayment as an alternative to prosecution depending on the facts and circumstances involved.

***The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.***

Tenants have the option to repay the retroactive rent balance as follows:

- a) In a lump sum payment; or
- b) Monthly installment; or
- c) A combination of 1 and 2, above.

## **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 determined to be \$2,000 or greater if the amount determined due is not repaid in full within 30 days of the fraud hearing date or date of execution of the repayment agreement, or at the discretion of the Executive Director or designee. For overpaid subsidy amounts under \$2,000, a resident may be offered a repayment agreement and continued occupancy under the terms of the repayment agreement (see Chapter 15). Eviction proceedings will begin if a resident has two or more instances where subsidy overpayments have occurred during any 60 month period, resulting from unreported or under reported income.
- 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. The 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.

## CHAPTER 17: PROGRAMMING

### 17.1 Upward Mobility Program (UMP)

The Upward Mobility Program is designed to support participants with goals of economic self-sufficiency, education and personal and professional development. Sites which are made available to residents who have made a commitment to move toward economic self-sufficiency:

- Fairmount Apartments
- Emerald Villages
- Greenwood Terrace

Families may have the option to also enroll in CHA's Family Self-Sufficiency Program (FSS) as outlined in Chapter 18 of this Plan. CHA will support these families by providing qualified competent property management staff, FSS/Homeownership Coordinators and Upward Mobility Coaches.

A family must meet all standard eligibility criteria outlined throughout this Plan, as well as other requirements as outlined in this section.

### 17.2: Program Requirements

- a) The head-of-household and each family member who is 18 years of age or older ("Required UMP Participants") are subject to a lease addendum stating the requirement to participate in the UMP as a condition of the family's lease. The UMP will include ongoing case management throughout a family's residency at the UMP Site.
- b) Incoming UMP residents must attend CHA's financial education course within their first 12 months of residency at an UMP site.
- c) Starting with move in, all Required UMP Participants must be involved in CHA-approved educational or work-related activities for a minimum of 30 hours per week (residents may be permitted to combine educational and work activities to meet the 30 hour requirement). The following categories of activities are eligible:
  - i. On-going, steady employment for 30 hours or more per week;
  - ii. On-the-job training;
  - iii. CHA-approved volunteer activities

- iv. Job-skills training directly related to employment; and/or
- v. Education at post-secondary educational institution /community college/university. This includes vocational, technical and/or certificate programs. Full-time enrollment is determined by the accredited institution).

The following categories of residents will be exempt from the employment and education requirement of the UMP:

- i. People who are 62 years of age or older;
  - ii. People who are blind or disabled (as defined under Section 216(l)(l) of 1614 of the Social Security Act) and who are unable to comply with this section;
  - iii. People who are primary caretaker of blind or disabled residents and are co-resident or Head of Household, and whose caretaker duties render them unable to comply with program requirements (to be determined on a case by case basis); and/or
  - iv. A person who is a live-in-aide.
- d) Each Required UMP Participant must sign an Individual Training and Services Plan (“ITSP”) upon residency at the UMP site. The ITSP may also include a Contract of Participation if a family member elects to participate in the CHA’s Family Self-Sufficiency Program.

The ITSP will include, but not be limited to the following provisions:

- i. Required UMP Participants must be engaged in full-time educational or work related activities as defined above for a minimum of nine months in a twelve -month period;
  - ii. If a Required UMP Participant is not engaged in full-time educational or work related activities as defined above, or experiences any changes in employment (i.e. changes in employer, pay rate, status, etc.), he/she must report this change to the CHA Upward Mobility Coach and CHA Community Manager within 10 days of the change.
- e) UMP participants may be required during their tenancy at an UMP site to verify educational status, employment, and/or income, including information pertaining but not limited to employment status, employment hours, course schedule, as requested by the UMP Coach(es), Community Manager(s), and/or others as identified. Residents are required to provide the necessary documentation upon request.

### 17.3: Non-Compliance

- a) The CHA will allow the household 90 calendar days to secure full-time educational or work related activities for the Required UMP Participant. If the Required UMP Participant does not secure full-time employment or work-related activities within this timeframe, the CHA will effect an Administrative Transfer for the household to a non-UMP CHA site.
  - Exception: If in any twelve month period, a Required UMP Participant is non-compliant for more than 90 cumulative days or contributes to more than one incident of voluntary loss of employment, the UMP household will be deemed non-compliant with the Lease and ITSP. "Voluntary loss of employment" includes situations in which the CHA makes a determination that the individual did not have a documented compelling personal, medical, or work-related reason to justify such leaving.
- b) If all required UMP participants in the household are not in compliance with the ITSPs and other UMP program provisions, but are otherwise in compliance with all other terms of the lease, the CHA will effect an Administrative Transfer for the family to another CHA non-UMP public housing development.
- c) The UMP Coach(es), and others as identified, may in absolute and sole discretion evaluate individual extenuating circumstances and grant adjustments accordingly.





## **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 FSSP 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 FSSP, 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 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.

**ATTACHMENT A**  
**REASONABLE ACCOMODATION POLICY**



## **The Reasonable Accommodation Policy of the Chattanooga Housing Authority's Low- Income Public Housing Program**

### **POLICY STATEMENT**

The Fair Housing Act (the "Act") prohibits housing providers from discriminating against applicants or residents due to their disability or the disability of anyone associated with them. Under the Act, the definition of disability includes: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities ("Major life activities" includes such functions as caring for one's self, performing manual tasks, breathing, walking, seeing, hearing, speaking, bathing and learning); (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment. The definition of disability does not include persons who are engaging in the current illegal use of controlled substances or individuals with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others.

Except as otherwise provided in 24 C.F.R. §§ 8.21(c), 8.24(a), 8.25 and 8.31, the Chattanooga Housing Authority ("CHA") shall make reasonable accommodations for persons with disabilities to promote equal access to and participation in the housing programs. The Act defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces. CHA shall permit reasonable modification of existing premises occupied or to be occupied by a person with a disability if such modification may be necessary to afford such person full enjoyment of the premises.

### **POLICY APPLICATION**

This Reasonable Accommodation Policy (the "Policy") applies to applicants and residents of CHA's Low-Income Public Housing Program (LIPH) and participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by CHA, its agents or contractors, including all non-housing facilities and common areas owned or operated by CHA. This Policy does not apply to applicants and participants of the Housing Choice Voucher Program ("HCVP") (the reasonable accommodation policy of HCVP is addressed separately in HVCP's Administrative Plan).

A notice regarding reasonable accommodations shall be posted at the Central Office of CHA located at 801 N. Holtzclaw Avenue, Chattanooga, TN 37404 and at the management office of

each public housing development. This Policy shall be available for inspection at the aforementioned locations and online at [www.chahousing.org](http://www.chahousing.org).

### **SUBMITTING AND PROCESSING REASONABLE ACCOMMODATION REQUESTS**

Individuals seeking a reasonable accommodation may submit their requests to the site-based management offices in writing, using the Reasonable Accommodation Request Form; orally; or by any other equally effective means of communication. If a requester is unable to submit their request in writing, the property manager will assist the individual in reducing their request to written form.

The Section 504/ADA Administrator (the "Administrator") is responsible for reviewing and responding to all requests for accommodations. If the request is approved, the requester will be notified in writing of the approval and the projected date of implementation. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the CHA. If another party pays for the modifications, CHA will seek to have the same entity pay for any restoration costs. If more than one accommodation is equally effective in providing access to CHA's housing programs and services, CHA retains the right to select the most efficient or economic choice.

If a request for an accommodation is denied, the requester shall be notified in writing of the denial and the basis for the decision; the denial letter shall also include CHA's grievance procedures. Requested disability-related accommodations will not be approved if they fundamentally alter the nature of CHA's programs or impose undue financial and administrative burdens, considering all resources available. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the programs is on CHA. When CHA refuses a requested accommodation because it is unreasonable, CHA shall discuss with the requester whether there is an alternative accommodation that would effectively address the disability-related needs without a fundamental alteration to CHA's operations and without imposing an undue financial and administrative burden.

In order to demonstrate that a requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the individual's disability. When additional information is necessary to process the reasonable accommodation request, the Administrator will notify the requester and offer reasonable time to provide the supplementary information. The Administrator shall not request information regarding the specific disability or the nature or extent of the disability.

### **GRIEVANCE PROCEDURE AND RIGHT TO APPEAL**

Through the grievance process, applicants or residents/participants may contest the Administrator's decision to deny an accommodation. A request for a grievance hearing, following the formal determination by the Administrator, must be lodged with the Appeals Coordinator designated in the denial letter. The denial letter shall describe how to obtain the grievance hearing.

Applicants or residents/participants may also exercise their right to appeal a denial by filing a complaint with the United States Department of Housing and Urban Development (“HUD”). Complaints may be sent to the following address:

Office of Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
451 7<sup>th</sup> Street, S.W., Room 5204  
Washington, D.C. 20410-2000

Complaints may also be submitted online at <http://www.hud.gov>; or by placing a telephone call to 1-800-669-9777.



# CHATTANOOGA HOUSING AUTHORITY

## LOW-INCOME PUBLIC HOUSING PROGRAM

Street Address: 801 N. Holtzclaw Ave. Chattanooga, TN 37404

### REQUEST FOR REASONABLE ACCOMMODATION

In accordance with the Chattanooga Housing Authority's (CHA) Reasonable Accommodation Policy, I am requesting a change, exception, or adjustment to a rule, policy, practice or service of the Low-Income Public Housing Program; or a modification of CHA's existing premises.

**Head of Household Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Unit Number:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_

**Name of Family Member who is Disabled:** \_\_\_\_\_  
(If not Head of Household)

**Who qualifies as a person with a disability?** The definition of a "qualified individual with a disability" includes: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities ("major life activities" includes such functions as caring for one's self, performing manual tasks, breathing, walking, seeing, hearing, bathing and learning, etc.); (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

1. Do you or the disabled household member **have a physical or mental impairment that substantially limits a major life activity?**  YES  NO  I DO NOT KNOW

2. Please describe the Reasonable Accommodation or Modification that you are requesting:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please explain how your request for a Reasonable Accommodation or Modification relates to the disability? **(Please do not list a medical condition!)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**I certify that the above information is true and accurate to the best of my knowledge.**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**





# CHATTANOOGA HOUSING AUTHORITY

## LOW-INCOME PUBLIC HOUSING PROGRAM

Street Address: 801 N. Holtzclaw Ave. Chattanooga, TN 37404

### Authorization for Release of Information

The Chattanooga Housing Authority may require documentation to support your reasonable accommodation request. A physician, psychiatrist, licensed psychologist, license nurse practitioner, licensed social worker, rehabilitation professional, a non-medical service agency whose function is to provide services to the disabled, or any appropriately qualified person who is knowledgeable about the disability may provide verification of the disability-related need. The verification of the disability related need must be sent directly to the Chattanooga Housing Authority.

This authorization solely authorizes the release of information necessary to verify the following:

1. Documentation necessary to confirm that the above-named individual meets the definition of a "qualified individual with a disability", as defined above;
2. A description of the needed reasonable accommodation(s); and
3. A description of the identifiable relationship between the individual's disability and the requested reasonable accommodation(s).

I, \_\_\_\_\_ (*your name*) hereby authorize \_\_\_\_\_  
\_\_\_\_\_ (*name of verifier*) to release disability-related need  
information for \_\_\_\_\_ (*name of person with a  
disability*) to the Chattanooga Housing Authority.

**ATTACHMENT B**  
**EFFECTIVE COMMUNICATION POLICY**

# EFFECTIVE COMMUNICATION POLICY & PROCEDURES

## Effective Communication Policy

- A. The Chattanooga Housing Authority (CHA) wants to be sure that individuals with disabilities are able to understand communications with the CHA.
- B. CHA will provide auxiliary aids and services (aids and services) to be sure that communication is clear for applicants, residents, employees and other members of the public who have disabilities.
- C. Individuals with disabilities will be able to participate in the programs, services and activities conducted by the CHA.
- D. Examples of some aids and services:
  - Qualified sign language interpreter
  - Transcription service
  - Telephone handset amplifier
  - Note-taker
  - Written material
  - Large print material
  - Qualified reader
- E. Individuals MUST tell CHA that the aid or service is needed.

## Effective Communication Procedures

1. **Residents, Applicants or Members of the Public May Request Effective Communication:**
  - A. MUST make the request at least two weeks before the date the aid or service is needed.
  - B. In an emergency, CHA will accept a request less than two weeks before the date the aid or service is needed.
  - C. MUST make the request to the CHA property manager or the Section 504/ADA Coordinator.
  - D. The request can be made in writing or in person.
  - E. The resident or applicant may have another person help make the request.
  - F. The request must include:
    - Name
    - Date the request is being made
    - Date the aid or service is needed
    - Preferred type of aid or service
  - G. If need to cancel request, must tell CHA property manager, or Section 504/ADA Coordinator 48 hours before the time that the aid or service was to be used.
2. **CHA Process**
  - A. The CHA property manager will send request to Section 504/ADA Coordinator within one business day.
  - B. CHA will make every effort to provide the type of aid or service requested. CHA can provide a different aid or service if it can show that aid will provide effective communication. CHA can provide a different aid or service if it can show that the requested aid will change CHA's services or programs or is an undue burden.

- C. CHA will contact the person who made the request if there are concerns.
- D. CHA will notify the person when the request is approved.

### **3. CHA Notices and Correspondence**

- A. CHA letterhead will contain Tennessee Relay Service information.
- B. All meeting notices will contain the statement, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings."
- C. Individuals with disabilities may request aids or services for public events such as public hearings, Board hearings, public meetings, etc. Individuals must follow the procedures for requesting an auxiliary aid or service (#1 above).

## **Grievance Procedures**

### **1. General Information**

- A. The resident/applicant/member of the public (person) may file a grievance or complaint if not satisfied with CHA's decision about the request for an auxiliary aid or service.
- B. Complaint must be filed with the Section 504/ADA Coordinator (Coordinator).
- C. The person may write the complaint or may tell it to the Coordinator.
- D. CHA will provide help to any person who asks for help to file a complaint.
- E. The person may give supporting documents to the Coordinator.
- F. Complaint must be made within seven days after person receives CHA's decision.
- G. CHA will give extra time to file complaint if there is a good reason for it to be late.
- H. The CHA Executive Director will appoint someone to conduct the grievance hearing.
- I. The person conducting the hearing cannot have been involved in making the decision about the request for effective communication.
- J. The person may identify a representative to help with the process.

### **2. Hearing Date and Notice**

- A. CHA will schedule the hearing within 14 days or as soon as reasonably possible after receiving complaint.
- B. CHA will deliver advance written notice to person about time and place of the hearing.
- C. CHA may reschedule hearing if person agrees.
- D. CHA may reschedule hearing if person or CHA shows rescheduling is needed.
- E. Person and CHA must attend scheduled hearing.
- F. Person will lose the right to a hearing if does not attend scheduled hearing and has not requested to reschedule hearing.

### **3. Review of Documents Before the Hearing**

- A. CHA will allow person and/or the representative to review CHA documents about the grievance before the hearing.
- B. The person must request the documents from CHA before the hearing.
- C. CHA may not charge for the copies of the documents if there is a reason the person cannot afford to pay.

#### **4. People Who Can Attend the Hearing**

- A. The hearing will be private unless the person wants it to be open to the public.
- B. CHA can request that the hearing be private.
- C. The person and CHA can have a lawyer or another person there to assist him/her.
- D. The person and CHA can have other people at the hearing.
- E. The Hearing Officer will decide if any people must leave the hearing.
- F. The person, CHA and all other people at the hearing will follow the hearing rules.
- G. If the person misbehaves during the hearing, the Hearing Officer can stop the hearing and dismiss the grievance.

#### **5. Hearing Procedures**

- A. The Hearing Office will conduct the hearing fairly.
- B. The hearing may be tape-recorded.
- C. The hearing will follow informal procedures.
- D. Formal rules of evidence will not apply.
- E. The Hearing Office will state the issue.
- F. The person and CHA will give the Hearing Officer their information about the issue.
- G. The person and CHA can have witnesses testify at the hearing.
- H. The person and CHA can ask questions to all witnesses.
- I. The Hearing Officer may ask questions to all witnesses.
- J. The Hearing Officer may talk about the laws, regulations and CHA policies and procedures during the hearing.
- K. The Hearing Officer may request that the person or CHA provide more information if needed to make a decision.
- L. If more information is requested by the Hearing Officer, both the person and CHA will be able to provide more information.

#### **6. The Written Decision**

- A. The Hearing Officer will make a decision after the hearing.
- B. The Hearing Officer must use the following information to make the decision:
  - i. Evidence presented at hearing
  - ii. Additional information requested by Hearing Officer
  - iii. Laws, regulations, and CHA policies and procedures
- C. The decision must be written and dated.
- D. The written decision must report the facts of the issue provided during the hearing.
- E. The written decision must give the reasons for the decision.
- F. The written decision will be given to the person and CHA within fourteen (14) days after the hearing or as soon as reasonably possible.
- G. The written decision will be delivered by interoffice mail, US mail or hand delivery.

#### **7. After the Written Decision**

- A. The person and CHA must follow the rules of the decision.
- B. If the issue is taken to a court, the court ruling must be followed regardless of the grievance decision.
- C. The person does not have to file a grievance before he/she can take the issue to court.

**ATTACHMENT C**  
**LANGUAGE ACCESS PLAN - LIMITED ENGLISH PROFICIENCY OR NON-  
ENGLISH SPEAKERS**

# LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

## 1. DEFINITIONS

***Bilingual/Bilingualism-*** The ability to speak two languages fluently and communicate directly and accurately in both English and another language.

***Covered Language-*** Covered language, for translation [written language] only is Spanish, subject to change based on other emerging language groups.

***Interpretation Services [Oral Language Services]-*** Interpretation services are the processes of orally communicating information from one language [source language] into another language [target language].

***Language Identification Card -*** The Language Identification Cards list multiple languages, permitting persons who need language assistance services to identify the language in which assistance is needed. This document is available in all CHA offices and on the CHA's website at [www.chahousing.org](http://www.chahousing.org).

***Limited English Proficient Person-*** A person who does not speak English as his/her primary language and who has a limited ability to speak, read, write, or understand English at a level that permits him/her to communicate effectively, in the course of application for or receipt of CHA services and/or benefits.

***Translation Services –*** Translation services are the written communications of a text from one language [source language] into an equivalent written text in another language [target language].

***Vital Documents-*** Vital documents are documents that are critical for ensuring meaningful access to CHA's services, activities, and programs. Such vital documents include documents that solicit or contain information for establishing or maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some

examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free translation services.

Additionally vital documents include documents that create or define legally enforceable rights or responsibilities. Some examples include: leases, notices to quit, notices of rights, denial, loss or reduction of benefits and hearing notices.

## **2. POLICY**

It is the policy of the Chattanooga Housing Authority ["CHA"] to take reasonable steps to ensure that people with Limited English Proficiency ["LEP"] have meaningful access to the CHA's programs, services and activities.

This policy complies with the Department of Housing and Urban Development's ["HUD"] "Final Guidance to Federal Financial Assistance Recipients Regard Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons" dated January 22, 2007.

The CHA hereby designates the Executive Director of his/her designee as its Language Access Coordinator ["LAC"] to assess annually the language assistance needs of the CHA and to monitor the CHA's delivery of language assistance services in conjunction with CHA departments that provide programs or services to residents, applicants and voucher holders participating in the Housing Choice Voucher Program ["HCVP"]. The LAC shall recommend modifications to this LEP Policy and Language Access Plan ["LAP"] regarding the CHA's delivery of language assistance services to LEP persons.

## **3. APPLICABILITY**

This policy applies to departments that provide services or programs to CHA applicants, residents and HCVP voucher holders.

## **4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS**

All CHA departments providing programs or services to CHA customers shall conduct periodic evaluations of the service tools being provided to LEP applicants, residents and HCVP voucher holders to determine if there are new and/or different needs. The CHA shall use the U.S. Department of Justice's "Four Factor Analysis" found at [www.justice.gov/crt/lep/selfassesstool.htm](http://www.justice.gov/crt/lep/selfassesstool.htm) and any amendments thereto, in the determination of the CHA's language assistance services needs.

**Factor 1: Determine the number or percentage of LEP persons eligible to be served or likely to be served by the CHA programs, by using one or more of the following:**



- Provide questions on an initial application or enrollment form to determine if the applicant needs language services;
- Identify language utilizing Language Identification Card, if available, and record language of applicant, residents or voucher holder at points of contact and service.

**Factor 2: Each CHA Department shall track and record requests for language assistance, service provided [interview, hearing, briefing, etc] and who provided language services [e.g. bilingual employee, contract vendor, other]**

**Factor 3: Determine the nature and importance of the CHA’s programs and activities by recognizing which CHA activities may require an interpreter to assist an LEP person.**

Examples of such activities include: assisting a LEP person with interpretation services during an eligibility interview, housing offer and lease signing, or during a termination of tenancy hearing.

**Factor 4: Determine available and future resources and costs associated with providing language services to LEP applicants, residents and HCVP voucher holders.**

Each CHA Department should determine if it is more cost effective to reassign staff, hire additional bilingual staff or contract with vendors to perform routine duties that require interpretation services. Departments that provide direct services to applicants, residents and HCVP voucher holders should make every effort to provide interpretation services through the use of bilingual staff members or through contracted services.

## **5. PROVIDING LANGUAGE ASSISTANCE SERVICES**

### **A. Interpretation Services [Oral Language]**

Each CHA Department office or location that provides programs and/or services shall provide oral interpretation at no charge for LEP persons at points of contact and service upon request. The CHA shall notify all applicants, residents and HCVP voucher holders about their ability to request an interpreter in notices of scheduled appointments with the CHA. Appointments and/or interviews may need to be rescheduled to a later date to provide language assistance services.

Types of activities for which interpretation services shall be offered to LEP persons, include but are not limited to the following:

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing

- Applicant/Resident/Voucher Holder Private Conferences & Hearings
- Annual and Interim Recertification Interviews

The CHA staff shall not require or ask LEP persons to bring their own translator. However, if a LEP person *requests* that an adult family member or friend [18 years of age or older] provide interpretation, this practice is acceptable only if it is his/her choice.

Upon identification of the language required to service the LEP person, the CHA employee shall contact an interpreter to advise the LEP person about the availability of language services and document if the LEP person still chooses to have his/her own interpreter.

There are some situations where the use of family members or friends is not appropriate [e.g. domestic abuse or sexual assault]. In those instances, the CHA staff or others shall provide language assistance.

**Note:** For sign language interpreters, applicants, residents and HCVP voucher holders shall submit a “Request for Reasonable Accommodation Form” to the appropriate CHA Department Director. For further information related to persons who need sign language interpreters please refer to the CHA’s policies on effective communication and reasonable accommodation that are available at all CHA offices and on the CHA’s website at [www.chahousing.org](http://www.chahousing.org).

## **B. Translation Services [Written Language]**

Each CHA Department Director, in consultation with the LAC, shall conduct an initial review of its written documents for the purpose of assessing whether any document is vital and requires translation. As new documents are developed, a similar review shall be conducted to determine if new documents are “vital” and require translation.

All vital documents must be translated into the covered languages before distribution. This commitment is subject to the availability of appropriated funds.

Examples of vital documents may include, but are not limited to: the public housing lease, applications for various programs, and denial and termination notices.

Based upon the most recent Four Factor Analysis, vital documents currently in use as defined in section 4[B] of this policy will be translated into Spanish.

## **6. OUTREACH**

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at

[www.chahousing.org](http://www.chahousing.org), and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

The CHA will conduct outreach to organizations that provide services to LEP persons such as La Paz de Dios [speakers of Spanish and St. Peter and Paul’s Church [speakers of Kurundi and Swahili]. The CHA shall conduct outreach to available media in other languages in an effort to inform LEP persons about available services and programs. As additional language needs are identified, the CHA will expand its outreach efforts accordingly.

## **7. TRAINING**

The CHA’s LAC will provide ongoing training for appropriate staff about this policy and related procedures; Training will include: an overview of this policy and related procedures, how and when to use the CHA’s Language Identification Card to identify the language in which the LEP person needs assistance; how and when to access language services through bilingual staff, volunteer language bank or contract vendor; how to work with an interpreter; prohibition against requiring or asking LEP person to bring his/her own interpreter; and cultural sensitivity.

## **8. MONITORING AND RECORDKEEPING**

### **A. CHA-Wide Monitoring**

The LAC will monitor the CHA’s provision of language assistance services to LEP persons on an ongoing basis and will meet, no less than semi-annually, with CHA Department Directors to coordinate and facilitate the delivery of language services and address issues related to language services.

The LAC’s responsibilities include:

- Monitoring the implementation of the CHA’s LAP and updating it annually at the time of Annual Plan Review;
- Meeting with Department Directors to ensure that all departments are in compliance with the requirements for providing language assistance services;
- Assessing annually the “language assistance needs of the CHA” by reviewing data on the provision of language services and the prior year’s provision language assistance services and recommending modifications of the plan;
- Monitoring the translation of vital documents;
- Overseeing quality control assessment of language services;

- Establishing of certification procedure to ensure competency of interpreter and translators; and
- Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

**A. Departmental Monitoring**

CHA departments providing direct services to applicants, residents and HCVP voucher holders shall regularly monitor and assess the language assistance services they provide to ensure meaningful access by LEP persons.

Each CHA Department Director shall be responsible and accountable for the following:

1. Ensure tracking of language assistance services provided by the department as follows: LEP person served, the language, and the type of service and how language service was provided.
2. Work with the LAC to address issues related to language services;
3. Provide information to the LAC to help identify emerging languages and changes in the proportion of existing language groups;
4. Provide LAC with reports on language assistance provided;
5. Identify staff requiring training on the delivery of language services [e.g. new hires, employees new to a department]; and
6. Provide LAC with updated language assistance service needs of the Department.

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Controller
Housing Choice Voucher Program	Director of HCVP
Human Resources & Legal	Legal Counsel
Information Technology	Manager of IT
Public Safety	Chief of Police

**9. COMPLAINTS**

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at ed@chahousing.org or by telephone at 423.668.2374.

## **10. GRIEVANCE PROCEDURES**

### **A. General**

If the requesting LEP individual is not satisfied with the CHA's response to the individual's request for language assistance, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the LAC. The CHA shall ensure that all communications relating to the LEP's right to grieve and ensuing communications will be translated in the appropriate language.

The grievance may be communicated orally or in writing within seven days after notification of the CHA's response to the request for language assistance. However, all oral grievances must be reduced to writing and maintained in the CHA's files. In addition, the CHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

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

The 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 review or subordinate of such person.

### **B. Hearing Date and Notice**

The CHA shall schedule a grievance hearing within fourteen (14) days or as soon as reasonably practical after the CHA's 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 grievant and to his or her representative (if any). The CHA may reschedule a hearing by agreement, or upon showing by the grievant or the CHA, that rescheduling is reasonably necessary.

If the grievant does not request that the hearing be rescheduled and does not appear at the hearing, the grievant has waived the right to a hearing.

### **C. Pre-hearing Examination of Relevant Documents**

Prior to a grievance hearing, the CHA shall provide the grievant and/or his or her representative a reasonable opportunity to examine CHA documents that are directly relevant to the grievance. Following a timely request the CHA shall provide copies of such documents to the grievant and may waive the charge for the copies for good cause (including financial hardship).

#### **D. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, it shall be open to the public unless the CHA otherwise directs. The CHA and the grievant shall be entitled to have a reasonable number of persons present at a grievance hearing. The Hearing Officer shall decide a challenge to the presence of any such person.

The CHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct him or herself in an orderly manner or shall be excluded. If the grievant misbehaves at the hearing, the Hearing Officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

#### **E. Procedure at the Hearing**

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing may be tape-recorded. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The Hearing Officer shall initially define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. The grievant and the CHA shall be entitled to question each other's witnesses. The Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and CHA policies and procedures. The Hearing Officer may request the CHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

#### **F. The Decision**

##### **i) Written Decision**

After the hearing, the Hearing Officer must make the decision. This decision must be based upon the evidence presented at the hearing, additional information requested and upon applicable laws, regulations, and CHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the Hearing Officer shall provide the CHA and the grievant with the written decision by interoffice mail, US mail or hand delivery.

**ii) Effect of a Decision on a Grievance**

The decision on a grievance shall be binding between the CHA and the grievant 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.

**ATTACHMENT D**

**Family Self-Sufficiency Program Action Plan**



# **CHATTANOOGA HOUSING AUTHORITY**

## **FAMILY SELF-SUFFICIENCY (FSS) ACTION PLAN**

**Effective Date: 11/10/2022**

**CHATTANOOGA HOUSING AUTHORITY**

801 N. Holtzclaw Ave.  
Chattanooga, TN 37404

# Chattanooga Housing Authority (CHA) Family Self-Sufficiency (FSS) Action Plan

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## **Section I – INTRODUCTION AND MISSION STATEMENT**

The Chattanooga Housing Authority (CHA) is pleased to have the opportunity to participate in the Family Self-Sufficiency Program (FSS) offered by the Department of Housing and Urban Development (HUD) and has the capacity to administer a minimum of 50 and up to 75 FSS slots. The CHA welcomes the opportunity to encourage and assist participants in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning shall be coordinated with various community resources in an effort to deliver the highest quality available assistance to participants.

The mission of the CHA's FSS Program is to match families participating in the Housing Choice Voucher Program (HCVP) and the Low Income Public Housing (LIPH) Program, and the Project Based Rental Assistance (PBRA) program with existing community services. The program aims to help the FSS program participants achieve economic self-sufficiency and assist them in all manners possible that shall enable them to become economically self-sufficient. The FSS Program is governed by HUD Program 24 CFR Parts 887 and 984. All mandatory requirements of this regulation are incorporated by reference into this FSS Action Plan.

## **Section II – PROGRAM OBJECTIVES**

The CHA's FSS Program enables families to advance toward economic independence by empowering them to:

- Increase their earned income
- Develop their financial expertise
- Reach their financial goals

## **Section III – PROGRAM SIZE AND CHARACTERISTICS**

### **3.1 Family Demographics**

The table below describes the CHA's HCVP, LIPH, and PBRA demographics. The data may be used at a later date to help the Program Coordinating Committee (PCC) identify supportive services and needs of expected FSS participants.

The CHA's FSS Program will serve the following housing assistance programs:

- HCVP: HCV Homeownership
- HCVP: Project-Based Vouchers (PBV)
- HCVP: Tenant-Based Vouchers
- HCVP: Emergency Housing Voucher (EHV), Family Unification Program (FUP), Veteran Affairs Supportive Housing (VASH)
- LIPH
- PBRA

	Housing Choice Voucher Program		Low Income Public Housing		Project Based Rental Assistance (PBRA)	
	Total Families	Percent of Total	Total Families	Percent of Total	Total Families	Percent of Total
<b>Household</b>						
Total Households	2,975	----	1,300	----	482	----
Total Residents	7,700	----	2,490	----	677	----
<b>Members in Family</b>						
1-2	1,686	57%	980	75%	426	88%
3-5	443	15%	299	23%	52	11%
6 or more	165	6%	22	2%	3	0.6%
<b>Race</b>						
African American/Black	6,396	83%	2,180	88%	552	82%
White	1,323	17%	303	12%	113	17%
Other			8	0%	12	2%
<b>Ethnicity</b>						
Hispanic or Latino	65	1%	32	1%	12	2%
Not Hispanic or Latino	7,643	99%	2,455	99%	660	97%
Unknown	----	----	3	0%	6	1%
<b>Disability Status</b>						
Household with a disabled member	1,032	35%	510	39%	220	46%

### **3.2 Supportive Services Needs**

The FSS Coordinator shall encourage service coordination and referrals to appropriate local, public and private resources (24 CFR 984.103). The below list of FSS activities and supportive services is based on an assessment of services provided to past FSS, ROSS, and UMP participants.

- **Child care:** On an as-needed or ongoing basis, a type that provides sufficient hours of operation and serves an appropriate range of ages.
- **Transportation:** Needed by a participating FSS family member to access available services, commute to their place(s) of employment, medical facilities, schools, etc.
- **Education:** Remedial education; education for completion of high school or attainment of a high school equivalency certificate; education in pursuit of a post-secondary; degree or certificate.
- **Employment:** Job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the CoP.
- **Personal Welfare:** Substance/alcohol abuse treatment and counseling, and health, dental, mental health, and health insurance services.
- **Household Management:** Training in household management.
- **Homeownership and housing counseling:** Homeownership education and assistance and housing counseling.
- **Financial Empowerment:** Training in financial literacy, such as financial coaching, training in financial management, asset building, and money management; including engaging in mainstream banking, reviewing and improving credit scores, etc.
- **Other Services:** Any other services and resources, including case management, reasonable accommodations, optional services, and specialized services for individuals with disabilities, that the CHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency. Reasonable accommodations and modifications shall be made for individuals with disabilities consistent with applicable federal, state, and local civil rights and nondiscrimination laws.

The FSS Coordinator shall schedule regular check-ins with the FSS participants to monitor and document their progress, adjust the ITSP, and provide additional services and referrals. The FSS Coordinator shall attempt to engage with each participant once every quarter of the calendar year. It is the responsibility of the participant to collaborate in the scheduling of progress meetings and properly communicate their availability. Failure to do so is a violation of the participant's CoP and may result in termination from the FSS Program.

### **3.3 Estimate of Participating Families**

The CHA no longer has mandatory slots in its FSS Program. The program size reflects the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS Program, based on available and anticipated Federal, State, Local, and private resources. CHA has been funded for one FSS Coordinator, and can maintain a program size of at least 50 participants drawn from the HCVP, LIPH, and PBRA programs.

Historically, the CHA has enrolled approximately 10 new families into the FSS Program each year. The CHA expects to be able to provide FSS services to a minimum of 250 families over a five-year period. Effective date of this Action Plan, the CHA expects to be able to serve up to 75 families in the FSS Program at any one time.

### **3.4 Other Self-Sufficiency Programs**

The CHA administers three additional HUD self-sufficiency programs: Emergency Housing Voucher (EHV), Family Unification Program (FUP), Veteran Affairs Supportive Housing (VASH), Resident Opportunities and Self-Sufficiency (ROSS). All participation is voluntary. EHV has the capacity to serve up to 40 households, FUP has the capacity to serve up to 70 households, VASH has the capacity to serve up to 140 households, and ROSS has the capacity to serve 110-165 individuals for three LIPH sites.

Additionally, the CHA administers an Upward Mobility Program (UMP) that has the capacity to serve up to 275 households and tracks all adults in these households. UMP participation is mandatory, unless the participant is designated exempt due to elderly and/or disabled status.

<b>Name of Program</b>	<b>Number of Eligible Participants Per Year</b>
EHV	2
FUP	2
ROSS	2
VASH	1
UMP	3

## **Section IV – FAMILY SELECTION PROCEDURES**

### **4.1 Waiting List**

The FSS Coordinator shall initiate and maintain an FSS waitlist at all times. Individuals are placed on and selected from the waitlist in the order in which their waitlist applications were received (date and time) (24 CFR 984.203(b)). All potential FSS participants shall fill out and submit a waitlist application to the CHA to secure their slot in the program. The FSS Coordinator shall review the FSS waitlist on a monthly basis, and update information/applicant status as needed. The FSS waiting list is opened and closed in response to the number of applicants on the lists and the anticipated availability of FSS slots.

Individuals shall be removed from the waitlist if they receive a slot in the FSS Program, decline a slot, request to be removed, or are non-responsive after three outreach attempts. On the third attempt to reach the waitlist applicant, the FSS Coordinator shall inform the individual that if they do not respond within 2 business days, they shall be taken off the waitlist.

Individuals are deemed as ineligible for FSS if they are currently under a repayment agreement and/or owe money to CHA.

### **4.2 Admissions Preferences**

The CHA's FSS Program has not adopted any admissions preferences. Families will be selected based on the time and date their FSS waitlist application is received.

### **4.3 Screening for Motivation**

The CHA will not adopt any motivational screening factors to measure the family's interest and motivation to participate in the FSS Program.

### **4.4 Compliance with Nondiscrimination Policies**

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. and 24 CFR 960.103; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); and the Tennessee Landlord and Tenant Act.

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.

The FSS Coordinator has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS Coordinator will review the file in the staff review meeting to ensure that non-selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the decision (see Grievance Procedures, Section X). At all times, the CHA will select families for participation in the FSS Program in accordance with FSS Regulations and HUD guidelines.

Procedures for participants who require reasonable accommodations can be found in Section XIII of this Action Plan.

#### **4.5 Re-enrollment of Prior FSS Participants**

Previous participants who were exited from the program unsuccessfully or voluntarily may have the opportunity to re-enroll 12 months after exiting. Re-enrollment is limited to one-time per participant. Previous participants do not take priority over new participants during the selection or enrollment process.

Previous participants are not eligible for re-enrollment if:

- The participant has successfully graduated from the program and collected an excess of \$3,000 of escrow, minus any money owed to the CHA.
- The participant was terminated for non-compliance from HCVP, LIPH, or PBRA programs, commits fraud, bribery, or any other corrupt or criminal activity in connection with any of the CHA housing programs.

#### **4.6 Head of FSS Family**

CHA households currently living in HCVP, LIPH, and PBRA programs are eligible for enrollment. Families with Homeownership Vouchers may enroll in FSS and families that transition into Voucher Homeownership may remain in FSS. All household members of the FSS family shall be in compliance with their lease.

Pursuant to HUD regulations, any adult member of the household may enroll in the FSS Program (24 CFR 984.303(a)). The head of the FSS family means that a designated adult family member of the FSS family has signed the Contract of Participation (CoP) (24 CFR 984.103). The head of the FSS family may, but is not required to be, the head of the household for the purposes of determining income eligibility and rent (24 CFR 984.303).

- One CoP per family
- Individual Training Service Plan (ITSP) for as many members of the family who wish to participate
- Escrow goes to the person who signs the CoP

If the head of the FSS family changes, the current head, and the upcoming head shall both sign a form regarding the following:

- Acknowledging that the transfer of the head of the FSS household is changing and consensual.
- The new head of the FSS family inherits all of the money in the escrow account.
- The previous head of the FSS family no longer has any right to the money accrued in the escrow account.
- The new head of the FSS family may modify the ITSP goals.
- The CoP expiration date does not change unless a contract extension is granted.
- If the head of the FSS Family is incapacitated and/or dies, an adult family member may assume the position as the head of the FSS family. If

no adult family member is willing or able to act as the head of the FSS family, the executor/administrator of the estate will need to request and submit a waiver to the FSS Coordinator for final disbursement of escrow.

## **Section V – OUTREACH**

The CHA shall take measures to equally educate all participants and residents about the FSS Program. These efforts may include the distribution of marketing materials and applications at the time of a lease signing, briefings, and relocation meetings, etc., and distribution of information to social service providers and others who may work/serve the CHA's participant/resident population.

Outreach and marketing efforts are vital in communicating the value of the FSS Program to the CHA residents. As such, the CHA is responsible for the following:

- Review and update, as necessary, the FSS brochure, flyers, handouts, and all other marketing materials.
- Review and update, as necessary, CHA's website to have all marketing materials, the FSS waitlist application, the FSS Coordinator's contact information, and all other relevant FSS forms and information.
- Ensure that all of the CHA sites have accurate and up-to-date marketing materials, waitlist application, etc.

The CHA may also utilize and collaborate with focus groups, resident councils, case managers, CHA staff, etc. to recruit residents to the FSS Program.

Outreach efforts will be targeted equally to all families, using materials in both English and other commonly spoken languages to ensure that non-English and limited English-speaking families receive information and have the opportunity to participate in the FSS Program. In conducting outreach, the CHA will account for the needs of persons with disabilities, including persons with impaired vision, hearing or mobility, and provide effective communications to ensure that all eligible who wish to participate are able to do so.

## **Section VI – FSS ESCROW ACCOUNT AND OTHER INCENTIVES FOR PARTICIPANTS**

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP. The FSS escrow savings account serves two purposes. The first is to act as the primary incentive for participants to increase

their earnings. The second is to provide a unique opportunity for FSS participants to build substantial savings.

The CHA is responsible for maintaining the escrow account of FSS participants. The amount of escrow in the account grows as the earnings of the FSS participant increases. The CHA converts increases in rent for FSS participants, due to increases in their earned income, into escrow savings. At enrollment, the most recent examination of rent shall be used to establish the baseline annual earned income. In calculating baseline annual earned income, all applicable exclusions of income shall be applied, except for any disregarded earned income or other adjustments associated with self-sufficiency incentives that may be applicable to the determination of annual income. If an FSS family has income disregarded due to EID (which shall sunset with HOTMA), or any other self-sufficiency income disregard, that income is included in the baseline. Monthly escrow credits can continue to grow up to 80% Area Median Income (AMI).

The CHA shall deposit the FSS escrow account funds of all families participating in an FSS Program into a single-interest bearing depository account. Escrow is deposited each month regardless of whether the family pays rent or pays it on time (24 CFR 984.305(a)).

The CHA shall provide an annual report to the FSS participant of their escrow account. The report shall include the original balance, changes during the reporting period, deductions made to the account, interest earned, and total account value at the end of the period (24 CFR 984.305(a)(3)).

## **6.1 Additional Incentives**

The main incentive offered to all participants is the ability to build escrow funds during participation in the FSS Program. The CHA shall distribute all earned escrow money to eligible participants (those who have completed all goals outlined on ITSP and are free of welfare assistance at the time of CoP completion) minus any money owed to the CHA.

Other incentives include, but are not limited to, connections to community partnerships and financial benefits that the CHA may provide to FSS participants from forfeited escrow funds from previous FSS participants (24 CFR 984.305(f)). There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

## **6.2 Interim Disbursements**

The CHA permits FSS participants to make an interim withdrawal up to 25% of the total amount deposited into the escrow account and interest earned. Interim withdrawals can only be made once per year after the first 12 months. Any exceptions to this shall be approved by the Resident Engagement Administrator. All interim withdrawals shall be directly related to helping the participant meet all goal(s), as outlined in their ITSP.

Participants may be required to be enrolled in one or more programs or courses that directly relate to their interim disbursement. Requests shall be considered on a case-by-case basis. Participants who request an interim withdrawal must fill out an interim disbursement request form. Once received, the FSS Coordinator will review the request and submit it to the Resident Engagement Administrator for approval. Requests over \$250 shall be reviewed by the Department Director for approval. Fund requests over \$10,000 shall be reviewed by the Executive director for approval. Limitations regarding eligible activities are listed below.

Examples of justifiable withdrawals include, but are not limited to:

- Completion of education/job training related goals such as money for tuition, books, manuals, subscriptions, equipment, etc.
- Helping pay for a car, repairs on a vehicle that is required for work, or a bus pass.
- Paying off old debt to improve credit.
- Fees and start-up expenses for small business development.
- Down payment toward the purchase of a home.

Examples of non-justifiable interim disbursements include, but are not limited to:

- Paying for the participant's portion of rent, utilities, bills, or debt owed to CHA.
- Vacation/leisure activities.
- Anything that can be provided by referring the participant to a community resource or program.

The FSS participant shall provide documentation/verification of any money needed in order for the CHA to process the withdrawal. Examples include certificates, proof of purchase, statements of verifications, pay stubs, bank statements, etc. The CHA, in its sole discretion, will determine if a document that a participant provides is sufficient.

The Resident Engagement Administrator shall approve the request. The check usually shall be issued to both the participant and/or business that shall be accepting the participant's payment for the reasons stated above. Any requests that exceed 25% of the escrow balance and/or are requested more often than once a year shall be reviewed and approved/denied at the discretion of the Resident Engagement Administrator.

### **6.3 Uses of Forfeited Escrow Funds**

The funds accrued by the participant will be forfeited if:

- The participant exits the FSS Program without completing ITSP goals.
- The participant is terminated due to non-compliance.
- The participant commits fraud and/or fails to report timely any change in household composition, income and/or assets.
- The CoP is declared null and void.
- The participant ports to another PHA.

Pursuant to 24 CFR 984.305(f), all forfeited escrow shall go into an account to be used for the benefit of current FSS families in good standing. Forfeited FSS escrow funds may be used anytime during the term of the participant's CoP. At the discretion of the FSS Coordinator, forfeited escrow funds may be considered in lieu of an interim escrow disbursement and will follow interim disbursement procedures.

Funds may be used, but are not limited to, the following eligible activities:

- Transportation, childcare, training, test fees, employment preparation costs, and other cost-related to achieving obligations outlined in the CoP.
- Training for FSS Program Coordinator(s).
- Other eligible activities as determined by HUD regulations .

Funds may not be used for the following:

- Salary and fringe benefits of the FSS Program Coordinator(s).
- General administrative costs for the FSS Program.
- Housing assistance payments (HAP) expenses or public housing operating funds.
- Any other activities determined ineligible by HUD.

#### **6.4 Final Disbursement of Escrow**

A participant is eligible to receive a full disbursement of their FSS escrow balance, minus any debt owed to the CHA, upon successful completion of the CoP and completion of the ITSP goals. FSS participants have no income tax liability for funds held in the account or for payments made at the completion of the CoP.

If the head of the FSS Family is incapacitated and/or dies, an adult family member may assume the position as the head of the FSS family. If no adult family member is willing or able to act as the head of the FSS family, the executor/administrator of the estate will need to request and submit a waiver to the FSS Coordinator for final disbursement of escrow.

#### **6.5 Participant Fraud Policy**

Should a client commit fraud and/or fail to report timely any change in household composition, income and/or assets, the client will forfeit any and all escrow monies deposited and interest earned. The client may also be terminated from the FSS Program for a CoP violation.

#### **6.6 Debt Policy**

The CHA may not collect or hold participants accountable for any debt over 10 years old, per Tennessee code § 28-3-109 (2017). Participants that are indebted to the CHA shall agree to and complete a "Repayment Agreement." The participant shall abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt shall become a part of the client's ITSP. Failure by the participant to make agreed upon payments shall be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any participant that is still indebted to the CHA upon successful completion of all other goals in the ITSP shall have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to participant.

Residents that apply to the FSS Program and are indebted to the CHA at the time of application shall be allowed to become an FSS participant provided requirements of participation are met and the participant agrees to abide by above stated rules regarding debt.

## Section VII – FAMILY ACTIVITIES AND SUPPORTIVE SERVICES

Supportive Service	Specific Service	Source/Partner
<b>Child Care</b>	<ul style="list-style-type: none"> <li>● Infant Care / Toddler Care</li> <li>● Preschool Care</li> <li>● Afterschool Care</li> <li>● Homework Assistance</li> </ul>	The Bethlehem Center, state and local government resources, local nonprofits.
<b>Transportation</b>	<ul style="list-style-type: none"> <li>● Bus passes</li> </ul>	CARTA.
<b>Education</b>	<ul style="list-style-type: none"> <li>● High School Equivalency/GED</li> <li>● English as a Second Language</li> <li>● Post-secondary certificates</li> <li>● Advanced Degrees</li> </ul>	Local higher education providers, Department of Labor and Workforce career center, other appropriate nonprofits.
<b>Skills Training</b>	<ul style="list-style-type: none"> <li>● Training in Executive Function</li> <li>● Basic Skills Training</li> <li>● Emerging Technologies Training</li> <li>● Biomedical Training (including CNA, phlebotomy, x-ray and other tech, etc.)</li> <li>● On-the-Job Training</li> <li>● Apprenticeships</li> <li>● Skilled Labor training</li> </ul>	Impact 1!, other local vocational educational providers, and the Department of Labor and Workforce career center.



<p><b>Job Search Assistance</b></p>	<ul style="list-style-type: none"> <li>● Resume Preparation</li> <li>● Interviewing Skills</li> <li>● Dress for Success</li> <li>● Workplace Skills</li> <li>● Job Development</li> <li>● Job Placement</li> </ul>	<p>Department of Labor and Workforce career center.</p>
<p><b>Micro and Small Business Development</b></p>	<ul style="list-style-type: none"> <li>● Small business development services</li> <li>● Small business Mentoring</li> <li>● Entrepreneurship Training</li> </ul>	<p>Launch and Co.Lab.</p>
<p><b>Health/Mental Health Care</b></p>	<ul style="list-style-type: none"> <li>● Alcohol and Drug Abuse Prevention</li> <li>● Alcohol and Drug Abuse Treatment</li> <li>● Primary care</li> <li>● Dental services</li> <li>● Mental Health Services</li> <li>● Health Insurance Advising</li> </ul>	<p>Hamilton County Health Department and other nonprofits.</p>
<p><b>Crisis Services</b></p>	<ul style="list-style-type: none"> <li>● Crisis Assessment</li> <li>● Crisis Intervention</li> <li>● Crisis Management</li> <li>● Crisis Resolution</li> </ul>	<p>Centerstone Chattanooga and Johnson Mental Health Center.</p>
<p><b>Child/Adult Protective Services</b></p>	<ul style="list-style-type: none"> <li>● Needs Assessment</li> <li>● Case Planning</li> <li>● Information Referral</li> </ul>	<p>Department of Children's Services and Department of Adult Protective Services.</p>

<b>Household Management</b>	<ul style="list-style-type: none"> <li>• Training in Household Management</li> </ul>	CHA.
<b>Homeownership Preparation</b>	<ul style="list-style-type: none"> <li>• Homeownership Education</li> <li>• Housing Counseling</li> <li>• Down Payment Assistance</li> <li>• Other Homeownership Assistance</li> </ul>	Chattanooga Neighborhood Enterprise(CNE), Habitat for Humanity.
<b>Financial Empowerment</b>	<ul style="list-style-type: none"> <li>• Financial education</li> <li>• Financial coaching</li> <li>• Banking services</li> <li>• Training in money management</li> </ul>	CHA, Department of Labor and Workforce career center, CNE, and Operation HOPE.
<b>Individual Development Accounts</b>	<ul style="list-style-type: none"> <li>• Matched Savings Accounts</li> </ul>	Local banks and nonprofits.
<b>Legal Services</b>	<ul style="list-style-type: none"> <li>• Legal Services</li> </ul>	Legal Aid.
<b>Debt Resolution &amp; Credit Repair</b>	<ul style="list-style-type: none"> <li>• Assistance negotiating the resolution of past-due debt</li> </ul>	Operation HOPE.
<b>Other:</b>	<ul style="list-style-type: none"> <li>• Other services as needed</li> </ul>	Identified partners PCC and other partnerships.

## **Section VIII– METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS AND DELIVERING APPROPRIATE SUPPORT SERVICES**

### **8.1 Identifying Family Support Needs**

The FSS Coordinator shall conduct a needs assessment upon the first meeting with the participant. The assessment shall help develop the ITSP and determine which supportive services are needed to help the participant achieve the goals outlined in the ITSP. Common goals, include but are not limited to:

- Debt management
- Credit improvement
- Earning a GED, post-secondary, or technical degree
- Enhancing job-related skills
- Finding employment/new job where they earn more money
- Homeownership

At each quarterly meeting, the participant and FSS Coordinator shall review the participant's progress in achieving goals and adjust the services as needed.

### **8.2 Delivering Appropriate Support Services**

Coaching. All families who participate in the FSS Program will be assigned an FSS Coordinator who will provide coaching services to help each participating family to:

- Understand the benefits of participating in the FSS Program and how the program can help the family achieve its goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS Program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate service providers.
- Overcome obstacles in the way of achieving a family's goals.

### **8.3 Transitional Supportive Service Assistance**

No assistance or referrals will be available to families who have completed their CoP contracts.

## **Section IX– CONTRACT OF PARTICIPATION (CoP)**

### **9.1 Form and Content of Contract**

The CoP outlines the rights and responsibilities of the FSS participant and the CHA, and the participant's ITSPs. It shall be signed by the head of FSS Household and the CHA representative. Additional family members may also have an ITSP. The FSS participant, and all family members that elect to participate, shall be required to fulfill those obligations and goals to which the participating family has committed itself under the CoP.

- The start date of the CoP is the first day of the month following the date in which the FSS family and the CHA executed the contract (24 CFR 984.103).
- The end date of the CoP is 5 years after the first re-examination of income after the execution date of the contract (24 CFR 984.303(c)).

### **9.2 ITSP Goals**

The CoP shall incorporate the ITSP for each participant. HUD-52650 is the HUD-provided form for the CoP and ITSP. It establishes specific goals that the participant wants to accomplish by the time their CoP expires. Every ITSP shall include two HUD-required goals that shall be achieved before the participant can graduate and receive their full escrow. Both of the required goals are briefly discussed below.

- Free of welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).
- The head of the FSS household shall have suitable employment.

### **9.3 Determination of Suitable Employment**

Per HUD regulation, (24 CFR 984.303(4)(iii)), the determination of what suitable employment is defined as will be made by the CHA. Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA.

### **9.4 CoP Term and Extensions**

Every CoP is originally executed for five years from the date of the first reexamination of income after the date of CoP execution. If a participant does not

achieve all goal(s) within five years, they can request up to two, one-year extensions. A request for an extension shall be submitted to the CHA, in writing, at least one month before the participant's contract expires.

Per HUD regulation 24 CFR 984.303(d), an extension of the CoP may occur for good cause, as defined as:

1. Circumstances beyond the control of the FSS family that impede the family's ability to complete the CoP obligations, such as a serious illness or involuntary loss of employment;
2. Active pursuit of a current or additional goal that shall result in the furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.); or
3. Any other unique circumstance that the CHA determines to warrant an extension, as long as the CHA is consistent in its determination as to which circumstances warrant an extension.

## **9.5 Completion of the Contract**

FSS participants are eligible to graduate from the program and receive their full amount of accrued escrow when they have completed all of their obligations under the CoP, including the completion of their ITSPs, on or before the contract expires. These obligations include two required goals of suitable employment for the head of the FSS household and being free from welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).

- **Suitable employment:** Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA (24 CFR 984.303(b)(4)(iii)).
- **Welfare assistance:** (for purposes of the FSS Program only) income assistance from Federal (i.e., Temporary Assistance for Needy Families (TANF) or subsequent program), state, or local welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs (24 CFR 984.103).

FSS participants must provide documentation verifying that they completed their goals. A combination of self-certification and third-party verification will be

acceptable to documentation of completion of ITSP goals. This could include certificates, proof of purchase, statements of verifications, pay stubs, bank statements, etc. The CHA, in its sole discretion, may determine if a document that a participant provided is sufficient.

FSS participants may graduate from the program early, without penalty, if goals have been completed. A participant may elect to identify new goals and extend participation in the program. If a participant has met all goals and does not choose to identify new goals, then the participant may receive the amount in the family's FSS escrow account in excess of any amount owed to the CHA by the participant (24 CFR 984.305(c)(2)(i)).

## **9.6 Modification**

The ITSP may be modified at any time so long as the goals are realistic for the participant to complete within the time of their contract. This is to ensure flexibility for the participant and reflect changing circumstances and interests. If a participant completes all goal(s) before the end of their contract, they may modify their ITSP to add another goal that they can realistically achieve within the time of their CoP (24 CFR 984.303(f)).

## **9.7 Consequences of Non-Compliance with the Contract**

If a participant is deemed to be in non-compliance with the CoP, they may be at risk of termination from the FSS Program. See policies on Involuntary Termination in Section 10.1.

# **Section X – PROGRAM TERMINATION, AVAILABLE GRIEVANCE PROCEDURES, AND WITHHOLDING OF SERVICES**

## **10.1 Involuntary Termination**

The CHA may involuntarily terminate a participant's involvement in the program for the following reasons:

- If the head of the FSS family leaves their household/rental assistance program without transferring the head of the FSS family status to another household member.
- The participant is evicted from their HCVP, LIPH, or PBRA rental assistance program.

- A participant fails to honor the terms of the CoP.
- Any other act deemed inconsistent with the purpose of the FSS Program, in the sole discretion of the CHA.
- If the FSS family moves outside the jurisdiction of the CHA.

## **10.2 Voluntary Termination**

The CHA may voluntarily terminate a participant's involvement in the program for the following reasons:

- Mutual consent of both parties.
- The participant withdraws from the FSS Program.

## **10.3 Termination with Escrow Disbursement**

The CoP shall be terminated with FSS escrow disbursement when:

- Services that CHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless CHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.

## **10.4 Grievance Procedures**

Applicants to and participants of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Waitlist Application. Any such grievance shall be processed in accordance with the HCVP Administrative Plan, Admissions and Continued Occupancy Policy (ACOP) and/or PBRA Management Plans as applicable.

## **10.5 Withholding of Services**

The CHA has the discretion to withhold services when a participant fails to comply with completion of the FSS Outcome Requirements, which shall be used to evaluate the effectiveness of the program outcomes. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or possible termination from the FSS Program.

A participant and/or family members fail to comply with the terms of the lease and family obligations if applicable, and become independent from welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).

The FSS head of household shall seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP.

## **Section XI – ASSURANCE OF NON-INTERFERENCE**

Participation in the FSS Program is voluntary. No individual or family that chooses not to participate, is terminated, or successfully completes the FSS Program shall be discriminated against in any way including denial, delay or termination of HCVP, LIPH, and/or PBRA lease termination.

## **Section XII – TIMETABLE**

The CHA has provided direct oversight and administration of the FSS program since 2008, and is dedicated to meet all deadlines and requirements for program implementation. The CHA shall continue to provide its residents with supportive services while adapting to and complying with current and future HUD regulations and subsidies.

## **Section XIII – REASONABLE ACCOMODATIONS, EFFECTIVE COMMUNICATIONS, AND LIMITED ENGLISH PROFICIENCY**

### **13.1 Requests for Reasonable Accomodations**

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.

Requests should be made initially to the FSS Coordinator. If a family is not satisfied with the FSS Coordinator's response, the family may submit a request in writing in accordance with the agency's reasonable accommodations policy. The policy is available on CHA's website.

### **13.2 Requests for Effective Communications**

The CHA, in administering all public and assisted housing programs, is committed to ensuring that applications, residents, employees, contractors, and other members of the public with disabilities have an effective means to communicate. When requested, the CHA employees, agenda, contractors, and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services, and activities conducted by the CHA. All notifications, including approvals or denials of requests for effective communication referenced in the Effective Communications Policy, will be provided in an alternate format, upon request. The policy can be found as Attachment B in the CHA Agency Plan, available on the CHA's website.

### **13.3 Limited English Proficiency**

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency (LEP) have meaningful access to the CHA's programs, services and activities. This policy complies with the HUD's "Final Guidance to Federal Financial Assistance Recipients Regard Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons" dated January 22, 2007. For more information, see the LEP policy available on CHA's website.

## **Section XIV – COORDINATION OF SERVICES**

### **14.1 Certification of Coordination**

Development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and

Opportunity Act 29 U.S.C. 3111 et seq., and other relevant employment, child care, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, in order to avoid duplication of services and activities.

#### **14.2 Program Coordinating Committee (PCC)**

Pursuant to HUD regulation (24 CFR 984.202(a)), the CHA shall establish a PCC whose function is to assist the CHA in securing commitments of public and private resources for the operation of the FSS Program.

The PCC shall meet at least three times per year to ensure continued involvement and cooperation among all agencies involved. The PCC shall be a strong resource in implementing needed resource referral and supportive services to the FSS Program participants.

The PCC shall consist of:

- The FSS Coordinator
- One or more members from each of the CHA's rental assistance programs—HCVP, LIPH, PBRA.
- Representative(s) from various CHA departments and resident council(s)
- Community partner, social services, and relevant public agency members.

Such as:

- Tech Goes Home, CHI Memorial, Mental Health Cooperative, Signal Centers, American Job Centers, Chattanooga Neighborhood Enterprise.

### **Section XV – FSS PORTABILITY (Applicable to HCV Only)**

#### **15.1 Port-Out to Another PHA**

If an FSS household ports-out to another PHA, the household will be terminated from the CHA's FSS Program. The CHA will not transfer the COP or any accrued FSS funds to the receiving PHA.

The CHA is not responsible for helping the participant find a PHA that has an FSS Program and accepts port-ins. However, the FSS Coordinator may provide a list of PHAs with FSS programs. The CHA is not responsible for initiating contact between the FSS participant and the PHA or ensuring the participant's slot in the receiving PHA's FSS Program.

## **15.2 Port-In from Another PHA**

If an FSS household ports-in from another PHA to the CHA, the household's CoP will not be accepted and will be terminated. This does not limit the port-in from applying to the CHA's FSS Program and starting over with a new CoP.

## **Section XVI – DEFINITIONS**

- **Baseline annual earned income:** The FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. In calculating baseline annual earned income, all applicable exclusions of income shall be applied, except *for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may be applicable to the determination of annual income (24 CFR 984.103).
- **Contract of Participation (CoP):** The contract entered into between an FSS family and CHA that sets forth the terms and conditions governing participation in the FSS Program. All Individual Training and Services Plans (ITSPs) are attached to the CoP (24 CFR 984.103). HUD-52650 is the HUD-provided form for the CoP and ITSP.
- **Current annual earned income:** FSS family's total annual earned income from wages and business income (if any) as of the most recent re-examination of income which occurs after the effective date of the FSS contract. In calculating current annual earned income, all applicable exclusions of income shall apply, including any disregarded earned income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income (24 CFR 984.103).
- **Effective date of Contract of Participation (CoP):** The first day of the month following the date in which the FSS family and the CHA entered into the CoP (24 CFR 984.103).
- **FSS family:** A family that resides in public housing or receives Section 8 assistance, and elects to participate in the FSS Program, and whose designated adult member (head of FSS family) has signed the CoP (24 CFR 984.103).
- **FSS family in good standing:** An FSS family that is in compliance with their FSS CoP; has either satisfied or are current on any debts owed the PHA or owner; and is in compliance with the regulations in part 5 and

chapters VIII and IX of this title regarding participation in the relevant rental assistance program (24 CFR 984.103).

- **Good cause:** (1) Circumstances beyond the control of the FSS family that impede the family's ability to complete the CoP obligations, as determined by the PHA or owner, such as a serious illness or involuntary loss of employment (24 CFR 984.303(d)).
- **Head of the FSS Family/Household:** The designated adult family member of the FSS family who has signed the CoP. The head of the FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent (24 CFR 984.103).
- **Individual Training and Services Plan (ITSP):** A written plan that is made by the FSS participant and the FSS Coordinator. The ITSP outlines the final and interim goals for the FSS participant, supportive services to be provided to the participant, activities to be completed by the participant, and the agreed upon completion dates for the goals and activities. The ITSP is attached to the CoP.
- **Participant(s):** The individual participating in the FSS Program.
- **Resident:** Persons and/or families that are currently and actively receiving rental assistance within the CHA's HCV, LIPH, or PBRA programs.
- **Suitable employment:** Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA (24 CFR 984.303(b)(4)(iii)).
- **Welfare assistance:** (for purposes of the FSS Program only) income assistance from Federal (i.e. Temporary Assistance for Needy Families (TANF) or subsequent program), state, or local welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs (24 CFR 984.103).
  1. Nonrecurrent, short-term benefits that:
    - a. Are designed to deal with a specific crisis or episode of need;
    - b. Are not intended to meet recurrent or ongoing needs; and,
    - c. Will not extend beyond four months.
  2. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
  3. Supportive services such as childcare and transportation provided to families who are employed;
  4. Refundable earned income tax credits;

5. Contributions to, and distributions from, Individual Development Accounts under Temporary Assistance for Needy Families (TANF);
6. Services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support;
7. Amounts solely directed to meeting housing expenses;
8. Amounts for health care;
9. Supplemental Nutrition Assistance Program and emergency rental and utilities assistance;
10. Supplemental Security Income, Social Security Disability Income, or Social Security; and
11. Child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not on the need of the child's current non-parental caretaker.