

# Columbus Metropolitan Housing Authority

## Admissions and Continued Occupancy Policy

**Effective 01- August -09**

**Admissions and Continued Occupancy Policy Governing HUD-Assisted Low Rent Public  
Housing Operated by Columbus Metropolitan Housing Authority (CMHA)**

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## **Admissions and Continued Occupancy Policy Governing HUD-Assisted Low Rent Public Housing Operated by Columbus Metropolitan Housing Authority (CMHA)**

### **I. BACKGROUND**

- A. The Quality Housing and Work Responsibility Act of 1998 (QHWRA) signed into law on October 21, 1998 has eliminated all but one requirement for Public Housing Authorities to use Federal preferences for their own choice subject to public hearing requirements. Preferences exist only for Veterans. All other Federal preferences have been permanently abolished.
- B. Currently, CMHA has adopted a revised local preference system for the Public Housing program to promote diversity in program participation and includes families who can serve as role models.
- C. PaPHAMS of the Admissions & Occupancy Policy are a direct result of the Settlement Agreement know as West v. Bradley – Exhibit 11
  - 1. Section II.A.B.C. and Section IV.G.1-11
  - 2. Section V.E.1-6, Exhibit 2
  - 3. Section V.F.1-2, Exhibit 3.A., 3.B.
  - 4. Section V.H.1-4 and Section XII
  - 5. Section XI as applicable
- D. Construction of text and operation
  - 1. Whenever the context of this MANUAL so requires:
  - 2. Words and phrases will be read in the context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning will be read and construed accordingly.
    - a. And” may be read “or”, and “or” may be read “and” if the sense so requires it; and
    - b. The singular includes the plural, and the plural includes the singular. Words of one gender include the other genders. Words in the present tense include the future tense. If there is a conflict between figures and words in expressing a number, the words will govern. Any modification to this Grievance Procedure will be prospective in operation and application unless otherwise expressly made retrospective.
    - c. If any provision of a section of the Grievance Procedure or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or effect without the invalid provision or application, and to this and the provisions is severable.
  - 3. Any reference to any portion of the Ohio Revised Code (RC) or the Code of Federal Regulations (CFR) applies to all re-enactments or amendments thereof.
  - 4. This Grievance Procedure is incorporated by reference in all Resident Leases. Any changes proposed in this Grievance Procedure must provide for at least thirty (30) days’ notice to Residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted will be

5. considered by CMHA before any revisions are made to the Grievance Procedure (24 CFR §966.52(d)).

## **II. POLICY STATEMENT**

- A. CMHA strives to attract working families whose head or co-head have two years of continuous employment, with a broad range of eligible incomes in its Public Housing programs which include Tax Credit or mixed finance properties (see Exhibit 14). This policy has been implemented in accordance with all current or future income-based admission restriction imposed by statute or regulation. In its public housing program, CMHA will target a minimum of 50 % of new admissions to lower income families with income of 30% or less of the median income as adjusted for family size in an effort to serve the housing needs of low income and very low-income families.
- B. In each public housing community, CMHA's goal will be to have at least 50% of resident families earning more than 30% of median income. Further, to promote housing communities, CMHA will establish flat rents that will enable and encourage families with rising incomes to remain as residents of public housing. Residents will be given the opportunity on an annual basis to elect a flat rent system or 30% adjusted by family size. See Addendum 8 Annual Selection of Rent Payment.
- C. CMHA will adopt a site-based wait list policy at communities identified in the five and one year Plan to provide a customer-based approach in providing housing to low and moderate income working families. Policies and the administration thereof will comply with all applicable laws relating to Civil Rights as identified in CMHA's Policy on nondiscrimination (section IV.A of this policy) and 24 CFR 903.
- D. In order to serve eligible client populations that are severely disadvantaged, homeless, or disabled, CMHA may enter into separate lease agreements for public housing units with service providers or other appropriate agencies that will provide services and special assistance to these populations under the terms of the lease agreement. Such leasing agreements may not exceed 20% of available housing units at any time.

## **III. GENERAL STATEMENT OF POLICIES AND OBJECTIVES**

- A. Introduction  
The U.S. Housing Act of 1937 created the Low Rent Public Housing Program. Administration of the Public Housing Program and the functions and responsibilities of the Columbus Metropolitan Housing Authority (CMHA) staff will be in compliance with CMHA's Admissions and Occupancy Policies and the requirements of the U.S. Department of Housing and Urban Development's (HUD) Public Housing Regulations, Handbooks and Notices where applicable, as well as all Federal, State and Local laws where applicable. Changes in applicable federal law or regulations will supersede provisions in conflict with this Policy.
- B. Purpose. The purpose of this Admissions and Occupancy Policy is to:
  1. Provide a standard policy that will enable CMHA staff to administer the Public Housing Program consistently and fairly.

2. Provide answers to the Public Housing Program questions that are beyond the scope of the federal regulations.
3. Provide CMHA residents and other members of the public with a basis for CMHA decisions.
4. Provide an ongoing training document for both experienced and newly hired staff.

#### **IV. ELIGIBILITY FOR ADMISSION**

##### **A. Complying with Civil Rights Laws**

1. Civil Rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is CMHA's policy to comply with all Civil Rights laws, including but not limited to:
  - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
  - Title VIII of the Civil Right Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;
  - Executive Order 1106,
  - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities
  - The Age Discrimination Act of 1975, which establishes certain rights of the elderly
  - Title II of the Americans with Disabilities Act, the Fair Housing Amendments that govern Section 504. (Title II deals with common areas and public space, not living units.)
  - Any applicable State laws or local ordinances and
  - Any legislation protecting the individual rights of tenants, applicants or
  - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
2. CMHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use or other disposition of housing or related facilities, including land, which is part of a development under CMHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. CMHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
  - a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
  - b. Provide anyone housing that is different (of lower quality) from that provided others<sup>1</sup>

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<sup>1</sup> CMHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program

- c. Subject anyone to segregation or disparate treatment;
  - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
  - e. Treat anyone differently in determining eligibility or other requirements for admission;
  - f. Deny anyone access to the same level of services<sup>2</sup>
  - g. Deny anyone the opportunity to participate in a planning or advisory group for the housing program
4. CMHA shall not automatically deny admission to otherwise qualified applicants because of the membership in some group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
  5. CMHA will correct situations or procedures that create a barrier to equal housing opportunity for all. People with disabilities can take full advantage of the CMHA's housing program in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
    - a. CMHA will consider a request by an applicant or resident with a disability
      - To make structural modifications to its housing and non- housing facilities and
      - To make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial<sup>3</sup> "and administrative burden on the Authority or would result in a fundamental alteration in the nature of the program.
    - b. In making structural modifications to "Existing housing programs" or in carrying out "Other Alterations" for otherwise qualified persons with disabilities, MHA may, but is not required to:
      - Make structural alterations when other methods can be demonstrated to achieve the same effect;
      - Make structural alterations that require the removal or altering of a load-bearing structural member;
      - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable<sup>4</sup> also.

*Note that the undue burdens test is not applicable to housing undergoing substantial alteration.*

6. CMHA will not permit these policies to be subverted to do personal or political favors. CMHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law and the civil rights of the other families on the waiting list.

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<sup>2</sup> This requirement applies to services provided by CMHA and services provided by others with CMHA. Services provided by utilizing community space will need CMHA's permission to make such space fully accessible to persons with disabilities.

<sup>3</sup> Considering all of CMHA's sources of revenue, including both operating and capital funds

<sup>4</sup> Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved



- B. **Reasonable Accommodations Policy** It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be provided reasonable accommodation, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known to applicants and participants. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment being regarded as having such an impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the Housing Program as a whole, the requested accommodation would pose a severe financial hardship on that program.



The PHA will provide a written decision to the person requesting the accommodation **within 10 – 20 working days** or request additional information if needed. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA’s decision.

An approved internal waitlist for such persons will be maintained by the A&O Department and sent to the 504 Officer monthly.

### **Verification of a Request for Accommodation**

All requests for accommodation or modification will be verified through the 504 Officer. The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act. **The Housing Authority utilizes organizations, which provide assistance for hearing- and sight-impaired person when needed.**

### **C. Making Programs and Facilities Accessible to People with Disabilities**

1. CMHA shall make facilities and programs used by residents accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the CMHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the CMHA offers such facilities, if none is already accessible, some<sup>5</sup> will be made so, subject to the undue financial and administrative burden test. Such facilities, if none is already accessible, some<sup>6</sup> will be made so, subject to the undue financial and administrative burden test.
2. CMHA shall make documents used by applicants and residents accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.
3. CMHA will help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. CMHA staff will, upon request, explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant’s ability to read or understand written materials for applicants and tenants
4. When CMHA has first contact with applicants, staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to

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<sup>5</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to person without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by person with disabilities at each development that provides laundry facilities

<sup>6</sup> 24 CFR 5.505 required that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to any applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense

- file applications by mail; and permitting alternative sites for application taking
5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. CMHA is not required to pay the costs associated with having a foreign language interpreter as they are for a sign language interpreter for the hearing impaired, because the Fair Housing law makes no such requirement.
  6. At a minimum, CMHA will prepare information to be used by applicants and residents in plain-language accessible formats.
  7. CMHA presently has several documents translated for Spanish and Somali speaking populations. The documents consist of pre-applications, applications, lease, and denial or termination letters.

**D. Additional Requirements for LIHTC/Public Housing Projects**

1. **General Information** CMHA owns a number of Public Housing Projects that were partially financed with Low-Income Housing Tax Credits (LIHTC). Although the LIHTC financing imposes some additional requirements on CMHA, these projects are operated as Public Housing projects subject to the tenant eligibility, admissions, rental calculations and continued occupancy policies in this CMHA Admissions and Continued Occupancy Policy Handbook. There are some additional forms and certifications that applicants and residents must sign if admitted to the LIHTC projects, but the difference in the forms and certifications do not affect compliance with the Public Housing Regulations nor do they affect determinations of eligibility for the Public Housing Program. However, both sets of documents must be completed.

When a prospective tenant fills out an application, annual income and family composition will be checked for eligibility for both the Public Housing and LIHTC programs. However, CMHA, not the applicant or resident, bears the responsibility for ensuring compliance with the LIHTC requirements and will provide assistance to Public Housing applicants and residents during any application or recertification process.

**2. LIHTC Admission and Rental Requirements**

- a. CMHA shall require each prospective tenant to certify, on the Lease application and the Low-Income Housing Tax Credit Certification form, the amount of such tenant's annual family income, family size, and any other information required to enable Owner to obtain the Credits or otherwise reasonably requested by Owner. CMHA shall require tenants to certify in writing as to such matters on an annual basis, prior to such time as the information is required for reporting purposes. CMHA must verify information provided by tenant including all income, assets, household characteristics and circumstances that affect LIHTC eligibility. Again, these LIHTC requirements and certifications do not differ substantially from Public Housing and do not affect determinations of resident compliance with Public Housing Regulations, nor do they affect determinations of eligibility for Public Housing.

- b. During initial lease-up, CMHA shall submit the information described above on each prospective tenant to Ohio Capital Corporation for Housing (“OCCH”) for approval before the unit is leased.
- c. The Project is subject to the following LIHTC restrictions affecting the affordability of rental units, household income of tenants, and set-asides for targeted special needs populations (these restrictions will not ordinarily affect applicants or residents who also qualify for Public Housing admission):
  - (1) Based on a family’s payment of 30% gross income for rent and tenant-paid utilities, gross rents for LIHTC units may not exceed the following:
    - (a) Gross rents for 100% of the low-income units must be affordable to families with incomes at or below 60% AMI.
    - (b) Gross rents for 25% of the low-income units must be affordable to families with incomes at or below 50% AMI.
- 3. **LIHTC Occupancy Requirements** The incomes of households, at the time of move-in, must not exceed the following guidelines, and these percentages must be maintained during the affordability period:
  - a. IRS Requirements & OHFA Restrictive Covenants - 100% of the low- income units must be occupied by households with incomes at or below 60% AMI.
  - b. Franklin County Housing Revenue Bonds Restrictions - 25% of the low- income units must be occupied by households with incomes at or below 50% of AMI.
- 4. **Student Household Prohibition** Units placed in service under the Low-Income Housing Tax Credit program cannot be occupied 100% by full-time college students unless the occupants meet one of the exceptions identified in Section 42 of the IRS Code. Applicants and residents are responsible for notifying CMHA if full-time college students are part of the household. CMHA will then provide assistance and gather information needed to make an eligibility/exception determination.

## V. PROCESSING OF APPLICATIONS

### A. Affirmative Marketing

- 1. CMHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be Expected to become vacant because of move-outs, and characteristics of families on the waiting list. CMHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
- 2. Marketing and information materials will:
  - a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
  - b. Describe the housing units, application process, and waiting list and preference structure accurately;
  - c. Use clear and easy to understand terms and more than strictly English-language print media;
  - d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;

- e. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities and
- f. Be clear about CMHA's responsibility to provide reasonable accommodations to people with disabilities.

#### B. Qualifying for Admission

1. It is CMHA's policy to admit only qualified applicants<sup>7</sup>
2. An applicant is qualified if he or she meets all of the following criteria:
  - a. Is a family, as defined in Section XV of this policy;
  - b. Meets HUD requirements on citizenship or immigration status;
  - c. Has an Annual Income (as defined in Section VH of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in CMHA offices.
  - d. Provides documentation of Social Security numbers for family members or certifies that they do not have Social Security numbers but have applied for one; and,
  - e. Meets the Applicant Selection Criteria in Section V.F. of these policies including completing a CMHA-approved pre-occupancy orientation session if requested;

#### C. Establishing and Maintaining the Waiting List

1. CMHA will administer its central office wait and site based wait lists as required by HUD's regulations.
2. Opening and Closing Waiting Lists
  - a. For any unit size or type, if the CMHA's waiting list has sufficient application to fill anticipated vacancies for the coming 12 months, CMHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict take by preference, type of project, or by size and type of dwelling.
  - b. A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of CMHA to house applicants in twelve to eighteen months. Decisions to close waiting lists, restrict intakes or open waiting lists will be publicly announced and/or posted at intake sites.
  - c. When the waiting list is closed, CMHA will not maintain a list of individuals who wish to be notified when the waiting list is re- opened.
  - d. Notification of waiting list closings shall be published in local newspapers.
3. Determining if the Waiting List may be closed
  - a. CMHA will use its Procedure on Opening and Closing the Waiting List<sup>8</sup> to determine whether the waiting list(s) should be closed.

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<sup>7</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: 24 CFR § 8.3 Definition of qualified individual with a disability. In order to be eligible, a family must meet four tests: (1) they must meet CMHA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must provide a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per 24 CFR § 5.500.

<sup>8</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. Their procedures are separate documents that describe the work steps necessary to implement the policy made in this document

4. Updating the Waiting List
  - a. At least once each year CMHA will update each waiting list by contacting all applicants in writing to confirm their continued interest in public housing<sup>9</sup>
  - b. If, after two attempts in writing<sup>10</sup>, or one written and one documented telephone contact, no response is received, CMHA will withdraw the name of that applicant from the waiting list.
  - c. At the time of initial intake, CMHA will advise families that they must notify CMHA when their circumstances, mailing address or phone number changes.
  - d. CMHA will remove an applicant's name from the waiting list only in accordance with its Procedure on Updating the Waiting List and Removing Applications.
  - e. Applicants not housed within 2 years from original application date will automatically be withdrawn and required to reapply if they do not indicate a desire to remain on Central Office wait list.
5. Change in Preference Status While on the Waiting List ---Some families may not qualify for a high position on the waiting list when they first applied for public housing.
  - a. The family should contact CMHA whenever a change occurs in their family income or composition so that their status may be reevaluated.
  - b. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application
  - c. If CMHA determines that the family does qualify for a preference, they will be moved up on the waiting list in accordance with their reference(s) and the date and time of application.
  - d. The family may check to see if the status is altered through CMHA's automated voice mail system.

#### D. Application for Admission Procedures

1. CMHA will accept and process applications in accordance with applicable HUD Regulations
2. CMHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process
3. CMHA will perform verification in compliance with HUD regulations and ACOP Policies.
4. Interviews and Verification Process
  - a. As applicants approach the top of the waiting list, they will be contacted and asked to come to CMHA's office for an interview to complete their applicant file.
  - b. Applications who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdraw, subject to reasonable accommodations for people with disabilities.
  - c. The following items will be verified according to HUD and CMHA's Procedures on verification, to determine qualification for admission to CMHA's housing:
    - (1) Family composition and type (Elderly/Disabled/Near Elderly/Non-Elderly);
    - (2) Annual Income;
    - (3) Assets and Asset Income;

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<sup>9</sup> Or by the method designated at initial application by applicants with disabilities

<sup>10</sup> Both written communications will be sent by first class mail



- (4) Deductions from Income;
  - (5) Preferences;
  - (6) Social Security Numbers of all Family Members;
  - (7) Applicant Screening Information; and
  - (8) Citizenship or eligible immigration status
  - (9) Criminal History
- d. Third-party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, PHA may then use:
    - (1) Phone verifications with the results recorded in the file, dated, and signed by CMHA staff.
    - (2) Review of documents, and if no other form of verification is available.
    - (3) Applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
    - (4) If verification of third party exceeds 120 days' verification will continue on active applicants. Active is defined as being considered for a housing offer within 90 days.
  - e. Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5.

#### E. The Preference System

- 1. An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet CMHA's Selection Criteria before being offered a unit.
- 2. Factors other than preferences that affect the selection of applicants from the waiting list.
  - a. Before applying its preference system, CMHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or types of object limit the admission of families to households whose characteristics "match" the vacant unit(s) available.
  - b. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e., having no preference).
  - c. Factors other than the preference system that affect applicant selection are described below:
    - (1) When selecting a family for a unit with accessible features, CMHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.
    - (2) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, CMHA will give a priority to elderly, disabled or near elderly families.
    - (3) When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-

elderly families as well, CMHA will give equal priority to elderly families and disabled families.

- (4) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.
- d. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below.
3. Local Preference There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:
  - a. TIER I: Families with incomes between 31% and 80% of area median income (the target for this group is 50% of all admissions in any year).
  - b. TIER II: Families with incomes between 0% and 30% of area median income (this group must constitute at least 50% of all admissions in any year).
4. Ranking Preference
  - a. CMHA uses a local Displacement Preference, defined as situations where it can be documented that the applicant household has been displaced by a natural disaster declared by the President of the United States, displacement through no fault of their own by governmental action, so as to order the Waiting List and make unit offers.
  - b. Families that do not qualify for Displacement preference will be categorized as No preference families.
  - c. Mixed Population Buildings' Local Preference. In addition to the Income Tier preference, which applies to all CMHA's developments, CMHA elects to retain the former Federal priority for single persons who are elderly, persons with disabilities, or persons displaced by governmental action over all other single person when filling vacancies in its Mixed Population buildings.
  - d. Disable persons with supportive services from community organizations.
5. Method of Applying Preferences
  - a. To ensure that CMHA admits the statutorily required 50% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, CMHA will rank applicants within both income tiers, in order, as Displacement or no preference.
  - b. When possible five out of every ten applicants admitted will be from Tier I.
  - c. Within each of the ranking preference category, offers will be made by the first, oldest completed application.
  - d. CMHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, within each Tier until, all such applications are exhausted by selecting from the No- preference applicants within each Tier.
  - e. CMHA will also offer units to existing residents on the transfer list. Transfers do not count toward the 50% Tier I requirement.
  - f. CMHA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.



## 6. Designated Housing

The preference system will be used to match the characteristics of the family to the type of unit available including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

- a. Projects designated for the elderly<sup>11</sup>: Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. When there are insufficient elderly families, near- elderly families will receive a priority for this type of unit.
- b. Units designated for disabled families<sup>12</sup>: Disabled families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.
- c. Mixed Population Projects<sup>13</sup>: Elderly families, disabled families and persons displaced by governmental action will receive equal priority for admission to such units and all such will receive offers before single people who are elderly, disabled or displaced.
- d. General Occupancy Projects: The priority for elderly and disabled families and displaced person over single person does not apply at General Occupancy Properties.

## 7. Administration of the Preferences

- a. Depending on the time an applicant may have to remain on the waiting list, CMHA will either verify preferences at the time of application (when the waiting list is short or non-existent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of leasing.
- b. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- c. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No-preference category and to a lower position on the waiting list based on date and time of application.

## 8. Notice and Opportunity for a Meeting If an applicant claims but does not qualify for a preference, the applicant can request a hearing.

- a. CMHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination and that the applicant may meet with the CMHA Admissions and Continued Occupancy Manager to review the determination.
- b. If the applicant requests the hearing, the A&O Manager will conduct the hearing. A written summary of this meeting shall be made and retained in the applicant's file.

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<sup>11</sup> Buildings or portions of buildings designated by following HUD's requirements. Designation of housing for the elderly requires a designated housing plan presented to HUD for approval.

<sup>12</sup> Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements.

<sup>13</sup> A mixed population project is property, formerly known as an "elderly project" that was reserved for elderly and disabled families at its inception or for which CMHA obtained HUD approval to designate the property for elderly and disabled families.

- c. The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability or familial status has contributed to the CMHA's decision to deny the preference.

F. Screening Applicants for Admission

1. CMHA will screen all applicants in accordance with HUD's regulations and sound management practices. During screening, CMHA will require applicants to demonstrate the ability to comply with essential provisions of the lease as summarized below:
  - a. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner
  - b. To care for and avoid damaging the unit and common areas
  - c. To use facilities and equipment in a reasonable way
  - d. To create no health, or safety hazards and to report maintenance needs timely to the Property Management staff
  - e. To not interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others.
  - f. To not engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff and not to engage in drug-related criminal activity
  - g. To comply with necessary and reasonable rules and program requirements of HUD and CMHA.
2. CMHA compliance with essential lease requirements:
  - a. Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with CMHA's Procedure on Applicant Screening. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by CMHA.
  - b. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected to not:
    - (1) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety or welfare;
    - (2) Adversely affect the physical environment or financial stability of the project
    - (3) Violate the terms and conditions of the lease;
    - (4) Require services from CMHA staff that would alter the fundamental nature of CMHA's program
  - c. CMHA will conduct a detailed interview of all applicants using an interview checklist and/or an interactive interview guide as a part of the screening procedures. CMHA staff will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
  - d. CMHA will complete a credit check and a rental history check on all applicants.
  - e. Payment of funds owed to CMHA or any other housing authority is part of the screening evaluation. CMHA will reject an applicant for unpaid balances owed CMHA by the applicant for any program that CMHA operates.

- f. CMHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before CMHA rejects an applicant on the basis of criminal history, CMHA must notify the household member whose criminal history is at issue with an opportunity to dispute the accuracy and relevance of that record.
- g. If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, CMHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
- h. CMHA may conduct a home visit with applicants who have passed the criminal history but have questionable landlord references
- i. Housekeeping criteria
  - (1) Housekeeping criteria to be checked shall include but not be limited to:
    - (a) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls and yard (if applicable)
    - (b) Cleanliness in each room
    - (c) General care of appliances, fixtures, windows, doors and cabinets.
  - (2) Other CMHA lease compliance criteria will also be checked:
    - (a) Evidence of destruction of property
    - (b) Unauthorized occupants
    - (c) Completion of Pre-Occupancy Orientation conducted by the Property Manager
    - (d) Evidence of criminal activity
    - (e) Conditions inconsistent with application information.
  - (3) Applicants shall have at least two days' advance written notice of Home Visits.
- j. CMHA's Suitability Screening
  - (1) CMHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members:
    - (a) Past performance in meeting financial obligations, especially rent and utility bills.
    - (b) Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property or living or housekeeping habits that may adversely affect the health, safety or welfare of other tenants or neighbors.
    - (c) History of criminal activity on the part of any applicant family member involving crimes of physical violence to person or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety or welfare of other residents or staff or cause damage to the unit or development.
    - (d) A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
    - (e) An applicant's ability and willingness to comply with the terms of CMHA's lease.
  - (2) CMHA may require an applicant to provide a notarized statement confirming that the unsuitable individual is not a household member in order to be admitted

if that household member has participated in or been culpable for criminal actions that warrant rejection

- (3) CMHA may prohibit admission for one year after some disqualifying behavior or event; or choose to continue that prohibition for a longer period of time.
- k. CMHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- (1) CMHA shall reject a household's application for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity other than distribution. Evictions for distribution of illegal drugs will bar household member or members indefinitely from Public Housing Programs.
  - (2) However, the CMHA may admit the household if the CMHA determines that:
    - (a) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CMHA or
    - (b) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  - (3) CMHA is required to reject the application of a household if the CMHA determines that:
    - (a) Any household member is currently engaging in illegal use of a drug<sup>14</sup>
    - (b) CMHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety or right to peaceful enjoyment of the premises by other residents; or
    - (c) Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
    - (d) Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
    - (e) Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premise by other residents<sup>15</sup>
    - (f) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
    - (g) Applicants must be able to demonstrate the ability and lease, either alone or with assistance that they can demonstrate they will have at the time of admission.<sup>16</sup> Availability of assistance is subject to verification by CMHA.

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<sup>14</sup> For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current

<sup>15</sup> CMHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety or right to peaceful enjoyment of other residents.

<sup>16</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for CMHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives,

- (4) Screening applicants who claim mitigating circumstances.
- (a) If negative information is received about an applicant, CMHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered mitigating circumstance must be verifiable.
  - (b) Mitigating circumstances<sup>17</sup> are facts relating to the applicant's negative rental history or behavior, that when verified, indicate:
    - i. The reason for the unsuitable rental history and/or behavior; and
    - ii. The reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
  - (c) Mitigating Circumstances
    - i. CMHA will require any applicant who asserts that mitigating circumstances related to a change in disability, medical condition or treatment, to provide verification that he or she has applied for SSI, VA or SSA or appealed a denial of such benefits
    - ii. CMHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
  - (d) Examples of mitigating circumstances might include:
    - i. Evidence of successful rehabilitation
    - ii. Evidence of the applicant family's participation in social service or other appropriate counseling services
    - iii. Evidence of successful and sustained modification of previous disqualifying behavior
  - (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. CMHA will consider such circumstances in light of:
    - i. The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior
    - ii. The applicant's overall performance with respect to all the screening requirements and
    - iii. The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears in the applicant's record.
- (5) Qualified and Unqualified Applicants
- (a) Verified information will be analyzed and a determination made with respect to:
    - i. Eligibility of the applicant as a family

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or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>17</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. CMHA is required by regulation to consider mitigating circumstance. See CFR§960.203 (d) (1)

- ii. Eligibility of the applicant with respect to income limits for admission
- iii. Eligibility of the applicant with respect to citizenship or eligible immigration status
- iv. Units size required for and selected by the family
- v. Preference category (if any) to which the family is entitled and
- vi. Qualification of the applicant with respect to the Selection Criteria
- (b) Qualified families will be notified by CMHA of the approximate date of admission insofar as that date can be determined; however, the date stated by CMHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- (c) Unqualified applicants will be promptly notified by a Notice of Rejection from CMHA stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). Informal Hearings for applicants are different from the resident grievance process. Applicants are not entitled to use the resident grievance process.
- (d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Processing Applications for Admission

1. CMHA will accept and process applications in accordance with applicable HUD Regulations and CMHA's Procedure on Taking Applications and Initial Processing. CMHA will assume that the facts certified to by the applicant in the preliminary application is correct, although all those facts will be verified during the application process.
2. Interview and Verification Process. As applicants approach the top of the waiting list, they will be contacted by the CMHA Occupancy Specialist and asked to come in for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.
3. The following items will be verified according to CMHA's Verification Procedures (Exhibit 4) to determine qualification for admission to CMHA's housing:
  - a. Family composition and type (Elderly/Disabled/near Elderly/non-Elderly)
  - b. Annual Income
  - c. Assets and Asset Income
  - d. Deductions from Income
  - e. Preferences
  - f. Social Security Numbers of all Family Members
  - g. Citizenship/Immigration Status
  - h. Criminal History

***Note: an application shall not be withdrawn if the household fails to provide verification of the social security number for a household member.***



4. Applicants reporting zero income will be asked to complete a family expense form (Exhibit 15) to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income are for these expenses. A rental amount will be calculated according to information derived.
5. CMHA's applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by CMHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification and circumstances of each vacancy offered and accepted or rejected.

#### H. Annual Income

1. Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, nonrecurring, or sporadic as defined below, or in specifically excluded from income by other federal statute. 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 and bonuses and other compensation for personal services
  - b. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business
  - c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse their family for cash or assets invested in the property. If the family has net family assets in excess of Five Thousand Dollars (\$5,000), Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook saving rate as determined by HUD/
  - d. The full amount of periodic payments received from Social Security, annuities, insurance policy, retirement funds, pension, disability or death benefits, and other similar types of periodic receipts (See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.)



- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See paragraph B3 below concerning treatment of lump sum additions as Family assets.)
- f. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
- g. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
- h. All regular pay, special pay and allowances of a family member in the Armed Forces. See 2g below for exclusions.

**2. Items not included in Annual Income**

- a. Income from the employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- c. Non-recurring lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation) capital gains, onetime lottery winnings, and settlement for personal property losses (but see paragraphs (d) and (e) above if the payments are or will be periodic in nature; (See Section n. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.)
- d. Amounts received by the family are specifically for or in reimbursement of the cost of medical expenses for any family member
- e. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section XV of these policies)
- f. The full amount of student financial assistance paid directly to the student or the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- h. Certain amounts received that are related to participation in the following programs
  - (1) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
  - (2) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self- Sufficiency (PASS)
  - (3) 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.) to allow participation in a specific program
  - (4) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for

performing a service for the CMHA on a part- time basis that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

- (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and excluded only for the duration of the applicant/tenant's participation in the training program
  - i. Temporary, non-recurring, or sporadic income (including gifts);
  - j. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - k. Earnings in excess of \$480 for each full- time student 18 years old or older (excluding the head of household and spouse);
  - l. Adoption assistance payments in excess of \$480 per adopted child;
  - m. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or their job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
    - (1) State-funded assistance means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the CMHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance provided that the total amount over a six- month period is at least \$500.
    - (2) During the 12-month period beginning when the member first qualifies for a disallowance, CMHA shall exclude from Annual Income any increase in income as a result of employment. For the second 12 months following the start of the exclusion period, 50% of the income increase shall be excluded.
    - (3) Regardless of how long it takes a resident to work 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months from the month the household first qualified for the exclusion.
    - (4) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun

working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

- n. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- o. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- p. 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;
- q. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility of benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (HUD will publish a notice in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of benefits excluded by other Federal Statute:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 USC 2017 (h)); Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC 5044 (g), 5088); Examples of programs under this Act include but are not limited to: ---The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older Americana Committee Service Program National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program and Special Volunteer Programs---Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE)
  - Payments received under the Alaska Native Claims Settlement Act (43 USC.1626 (a));
  - Income derived from certain sub- marginal land of the United States that is held in trust for certain Indian tribes ((25 USC. 459e);
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 USC 8624 (f));
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b));
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L., 94-540, 90 State 2503-04);
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (**25 USC 1407-08**), or from funds held in trust for an Indian Tribe by the Secretary of Interior (**25 USC 117b, 1407**); Amounts of scholarships funded under Title IV of the High Education Act of 1965 including awards under the Federal

Work-Study program under the Bureau of Indian Affairs Student Assistance programs. **(20 USC 1087 uu)**. ---Examples of programs under this act include but are limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National

Pro Personas Mayors, National Council on Aging, American Association of Retired Person, National Council on Senior Citizens, and Green Thumb.

- 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;
- Payments received under the Maine Indian Claims Settlement Act of 1980 **(Pub.L.96-420, 94 Stat. 1785)**;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 **(42 USC 9858q)**;
- Earned income tax credit refund payments received on or after January 1, 1991 **(26 USC 32 (j))**.
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

3. Mandatory Earned Income Disregards

- a. An Earned Income Disregard (EID) is appropriate for all current tenants of public housing who, on or after April 1, 1999 had a family member residing in their household who received benefits from Ohio Works First, Temporary Assistance to Needy Families, Aid to Families with Dependent Children, or Prevention, Retention, Contingency in an amount greater than \$500, within six (6) months of becoming employed, and who, on or after October 1, 1999 had an increase in family income
- b. An Earned Income Disregard (EID) is appropriate for all current tenants of Public Housing and all disabled families on Section 8 who, on or after October 1, 1999, had an increase in family income as a result of employment of a member of the tenant's family who had been unemployed for one or more years, or underemployed who earned in the previous twelve months no more than would be received for ten hours of work per week for 50 weeks at minimum wage. (Currently \$2575.00 per annum)
- c. Household members entitled to an earned income disregard will have the difference between their original and their new income as a result of the family member's new employment excluded from their income
  - (1) The tenant resides in CMHA's public housing program prior to the start of the income disregard period
  - (2) A total of 100% of the incremental difference in income will be disregarded during the first 12 months following employment; and, 50% of the incremental difference during the second 12- month period

- (3) The 24 months of disregard cannot exceed 4 years beginning the date of the qualifying employment
- (4) The monthly entitlement period for the disregard need not be consecutive so long as the time from the beginning of resident's first qualifying employment or increase in wages does not exceed four (4) years
- 4. Anticipating Annual Income If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)
- 5. Adjusted Income Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

For All Families:

- a. Child Care Expenses – A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed; a) the amount of income earned by the family member released to work; or b) an amount determined to be reasonable by CMHA when the expense is incurred to permit education or to seek employment.
- b. Dependent Deduction – An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
- c. **Work-related Disability Expenses** – A deduction of un-reimbursed amount paid for attendant care or auxiliary apparatus expenses for family members(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also, included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
  - (1) For non-elderly families and elderly or disabled families without medical expenses, the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - (2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below. For elderly and disabled families only:



- d. Medical Expense Deduction – A deduction of un-reimbursed Medical expenses including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription (over the counter) medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by CMHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
    - (1) For elderly or disabled families without work-related disability expenses the amount of the deduction shall equal total medical expenses less three percent of annual income.
    - (2) For elderly or disabled families with both work-related disability expenses and medical expenses the amount of the deduction is calculated as described in paragraph c (2) above.
  - e. Elderly/Disabled Household Exemption – An exemption of \$400 per household when either the head of household, the co-head or spouse is elderly or disabled.
6. Computing Rent
- a. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant.
  - b. Total Tenant Payment is the highest of:
    - 30% of adjusted monthly income or
    - 10% of monthly income; but never less than
    - the Minimum Rent; and never more than the
    - Flat Rent, if chosen by the family
  - c. Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment
  - d. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:
    - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or Local assistance program;
    - The family would be evicted as a result of the imposition of the minimum rent requirements;
    - The income of the family has decreased because of changed circumstances, including loss of employment;

- A death of an immediate family member such as husband, wife or child has occurred;
  - Other circumstances as determined by CMHA
- e. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

I. Occupancy Guidelines

1. Families of the appropriate size shall occupy units. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under- utilization.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

<u>Number of Person/Unit</u>	<u>Minimum Person/Unit</u> (Largest Unit Size)	<u>Maximum</u> (Smallest Unit Size)
Bedrooms		
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

2. The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:
- a. CMHA has the option to determine that persons of different generations or opposite sex, other than husband and wife, not occupy the same bedroom, although they may do so at the request of the family.
  - b. Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - c. CMHA has the option to determine that two children of the opposite sex will not share a bedroom, although they may do so at the request of the family.
  - d. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.
  - e. In determining unit size, CMHA will count a child who is temporarily away from the home for no less than 30 days or more than 9 months because the child has been placed in foster care, kinship care, or is away at school.
  - f. A single head of household parent shall not be required to share a bedroom with his/her child over age two (2), although they may do so at the request of the family.
  - g. A live-in attendant may be assigned one or two bedroom units. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
3. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.



4. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
5. When a family applies for housing and when the waiting list is updated, some families will qualify for more than one unit size. These applicants may choose up to two (2) community waiting sub-list(s) or the central list and one community sub-list where they wish to receive a unit offer. Based on the family's choice, they will be placed on the appropriate waiting sub-list by unit size.
6. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.
7. When a family is actually offered a unit, if they no longer qualify for the unit size where they were sub-listed, they will be moved to the appropriate sub-list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
8. CMHA shall change the family's sub list at any time while the family is on the waiting list at the family's request.

## **VI. Tenant Selection and Assignment Plan**

### **A. Organizing the Waiting List**

1. Community-wide Waiting List It is CMHA's policy that each applicant shall be assigned his/her appropriate place on a single community wide waiting list in sequence based upon:
  - Type and size of unit needed by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
  - Applicant
  - Date and time application is received
  - CMHA will maintain its waiting list (see exhibit 2) according to the type and size of unit needed, each applicant's priority/preference status, the date and time of application and the race and ethnicity of the family head.
2. Site-based Waiting List CMHA has elected to operate Site-based Waiting Lists and the application for such lists shall be a part of the CMHA's Annual Plan. Site-based is defined as having to apply for housing at selected development sites.
  - All current applicants for units of the size and type offered at developments with Site-based Waiting Lists will be given an opportunity to list two developments or one development and a "first available" option for where they would accept a unit offer or to opt for the "first available" unit offer.
  - Thereafter, new applicants would have the same opportunity to select up to two developments, one development and a "first available", or "first available" unit offer.
  - Once the initial site based lists are established, all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection

- Although applicants will have an opportunity to select the sites where they wish to receive offers, the waiting list and unit offers will continue to be monitored centrally.

#### B. Making Unit Offers to Applicants

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status “Plan B” will be used to make unit offers.
  - The first qualified applicant in sequence on the waiting list is made two offers of a unit of appropriate size and type.
  - If the applicant refuses both units offered, he or she would be dropped from the waiting list.
  - Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 6 months.
2. CMHA will first match the units available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list.
3. In the selection of a family for a unit with accessible features, CMHA will give preference to families that include a person with disabilities who can benefit from the unit’s features.
4. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g., a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when CMHA will make an offer to an applicant who does not qualify for a ranking preference. Emergency, Category 1 and certain Category 2 transfers will also be processed with new admissions.
5. The applicant must accept the vacancy offered within 5 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or be removed from the waiting list. Letter will confirm all offers made over the phone. If unable to contact an applicant by phone or first class mail, CMHA will send a certified letter, return receipt requested.
6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. “Ready for move-in” mean the unit has no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

#### C. Removing Applicant Names from the Waiting List Each applicant must keep CMHA apprised of changes in address, phone number, income or other circumstances. No applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at

- the time of certification, or because he/she fails to meet the applicant selection criteria<sup>18</sup>; or
4. The application is withdrawn because CMHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
    - The applicant will be sent a letter by first class mail to his or her last known address, asking the applicant to contact CMHA<sup>19</sup>
    - CMHA will send a second letter to the applicant if there is no response to the first letter within ten (10 days) giving him or her an additional 5 working days to respond.
    - If an applicant contacts CMHA within this 15-day notice period, he/she shall still be entitled to an offer of a unit
    - If CMHA has no response from the applicant within the first or second notice periods to schedule a meeting, or interview or to make an offer, CMHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
  5. Persons who fail to respond to CMHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation and CMHA shall reinstate these individuals to their former waiting list positions.
  6. Families whose applications are withdrawn or rejected may not reapply for 6 months.
- D. Good Cause for Applicant Refusal of Unit Offer If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.
1. Examples of “good cause” for refusal of an offer of housing are:
    - The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
    - The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
    - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

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<sup>18</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the procedure on Informal Hearings for rejected applicants.

<sup>19</sup> Except that CMHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in –person contact or contacting relatives, friends or advocates rather than the person with disabilities

- The unit has lead paint and the family has children under the age of seven;
  - The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing because of reasonable accommodation problems; or
  - CMHA has HUD-approved site-based waiting lists and the offer is not for one of the sites the applicant has selected.
2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list.
  3. CMHA will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or refusal including the reason for the refusal.

#### E. Leasing Accessible Units

1. Before offering a vacant accessible unit to a non-disabled applicant, CMHA will offer such units:
  - To a current public housing resident having a disability that requires the special features of the vacant unit.
  - To an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, CMHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

#### F. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer will be processed centrally and at designated sites
2. **Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office and development sites**
3. Offers may be made in person, in writing or by phone from the central office or the development

#### G. Transfers

1. CMHA has four possible types of transfers: Emergency, Administrative Category 1, Category 2 and Category 3<sup>20</sup>, transfers.
2. Emergency and Category 1 and 2 administrative transfers will be processed according to agency’s financial ability.
3. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in Section D above without losing their position on the transfer list
4. Tenants who refuse a transfer offer without good cause as defined in Section D1 above may be removed from the transfer list and

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<sup>20</sup> If CMHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution

5. Tenants whose transfers are mandatory are subject to lease termination
6. Tenants may use the CMHA Grievance Procedure if they are refused the right to transfer or if CMHA is requiring them to transfer and they do not want to do so.

## **VII. Leasing Policies**

### **A. General Leasing Policy**

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. The head, spouse, and all other adult members of the household and the Community Property Manager or other authorized representative of CMHA shall sign the lease, prior to actual admission.
3. If a resident transfers from one CMHA unit to another, a new lease will be executed for the dwelling(s) into which the family moves.
4. If at any time during the life of the lease agreement a change in the resident's status results in the need for changing or amending any provision of the lease either:
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease.
5. All copies of such riders or insertions are to be dated and signed by the Resident and by the Community Property Manager or other authorized representative of CMHA.
6. Residents must advise CMHA if they will be absent from the unit for more than 14 days. Residents shall notify the manager, secure the unit and provide a means for CMHA to contact the resident in an emergency. Failure to advise CMHA of an extended absence is grounds for termination of the lease.

### **B. Showing Units Prior to Leasing**

1. When offering units, CMHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the applicant preliminarily accepts the offer of a unit, the manager of the property will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a "good cause" determination.
3. No lease will have an effective date before the unit is ready for occupancy

### **C. Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.
  - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing from the Community Property Manager and have that person's financial and nonfinancial eligibility confirmed before the new member moves in.
  - In situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure that person's eligibility must also be established prior to adding him or her to the lease.

- The family must notify the Community Property Manager of any additions or changes in the household composition within 10 days of the change even if prior approval and financial and non-financial eligibility determinations are not required.
  - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval from the Community Property Manager to add a new person to the lease, CMHA will conduct pre-admission screening of any proposed new adult member to determine whether CMHA will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from CMHA to add children other than those born to adopted by or awarded by the court to the family.
  3. Additions of a family or household member are subject to screening when:
    - Resident plans to be married and requests to add the new spouse to the lease;
    - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child over the age for which juvenile justice records are available;
    - A unit is occupied by remaining family member(s) under age 18 who is an emancipated minor or an adult who are not a part of the original household, but are presently on the lease, requests permission to take over as the Head of Household.
  4. Residents who fail to notify CMHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Persons residing in the unit without CMHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
  5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on CMHA premises that would be considered a lease violation.
    - Visits of less than three days need not be reported to or approved by the Manager
    - Visits of more than 14 calendar days shall be authorized only by the Community Property Manager with advance documentation of extenuating circumstances
    - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease and subject to eviction
  6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
  7. Residents will not be given permission to allow a former resident of CMHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
  8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
    - The resident must report the move-out within 10 calendar days of its occurrence.
    - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
    - Medical hardship, or other extenuating circumstances shall be considered by CMHA in making determinations under this paragraph.



## VIII. Transfer Policy

### A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable condition as determined by the Executive Director or designee.
3. Residents will receive an offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfer or the removal of the household from the transfer list for voluntary transfers.

### B. Types of Transfers

- a. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
  - b. Emergency Transfers are mandatory when CMHA determines that conditions pose an immediate threat to the resident's life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; and to alleviate verifiable disability problems of a life-threatening nature. These transfers shall take priority over new admissions.
  - c. **Category 1** Administrative transfers include transfers to remove residents who are witnesses to crimes within their housing developments and may face reprisals; provide housing option to residents who are victims of the crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit. Requests for these transfers will be made to the Community Property Manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by CMHA (e.g. moving a person with mobility problems to a unit with accessible features).
  - d. **Category 2** Administrative transfers correct serious occupancy standards problems. Category 2 transfers will only be made if the family size is so small that it includes fewer person than the number of bedrooms or so large that the household members over age four would equal more than two persons per bedroom.
  - e. **Category 3** Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards<sup>21</sup>, such as when a family's size is between the smallest and largest size permissible for the unit, or to address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions. They will be processed according to agency's financial ability.
2. Whenever feasible transfers will be made within a resident's area.

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<sup>21</sup> Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g., to permit older children of opposite sexes to have separate bedrooms.

### C. Processing Transfers

1. The Admissions and Continued Occupancy (A&O) Manager shall administer a centralized transfer waiting list for Category 2 and 3 requests. Community Property Managers shall submit request for transfer, including necessary documentation, to the Admission and Occupancy Manager for inclusion on the transfer list.
2. Emergency and Category 1 Administrative transfer requests are administered through the Directory of Public Housing or designee. The wait list for this type of transfer will be kept by the Admissions and Continued Occupancy (A&O) Manager.
3. The A&O Manager will sort transfer requests into their appropriate categories and unit offers will be made in the following order:
  - Emergency transfers, then
  - Category 1 Administrative Transfers,
  - Category 2 Administrative Transfers,
  - Applicants and new admissions according to agency's financial ability
  - Category 3 Administrative Transfers Within each category, transfer requests will be sorted by the date the completed request (including any verification needed) is received from the Community Property Manager
4. Category 2 transfers to correction occupancy standards where severe over or under housing exists may be recommended at time of re-examination or interim re-determination.
5. Residents in a Category 2 over/under housed status will be advised in their 30 Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.
6. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place and approval has been granted to add the spouse, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
7. Split-family transfers may be processed as Category 3 administrative transfers.
  - Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a new unit depending on family circumstances, household eligibility and unit availability.
  - Such transfers will be made in a manner that minimizes the impact on vacant units.

### D. Good Record Requirement for Transfers

1. At the time of a transfer request, CMHA will conduct a suitability review of all adult household members to ensure that the household has been in good standing for three (3) years, and
  - have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - do not owe back rent or other charges, or demonstrate a pattern of late payment as documented by the Community Property Manager;
  - have met reasonable housekeeping standards and have no housekeeping lease violations as documented by the Community Property Manager; and
  - can get utilities turned on in the name of the head of household.

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to CMHA's advantage<sup>22</sup> to make the transfer. The A and O Manager may make an exception to the good record requirement after taking into account the recommendation by the Assistant Director(s) of Property Management and the Community Property Manager(s). Absent a determination of exception, the following policy applies to transfers:
  - If back rent is owed, the resident will not be transferred until a payment plan is established, or, if prior payment plans have been filed, and back rent is paid in full.
  - A resident with housekeeping violations will not be transferred until he/she passes a follow up housekeeping inspection.

E. Paying for Transfers Residents shall bear the cost of transfers they had requested. CMHA will pay the moving expenses for transfers due to relocation or displacements resulting from CMHA activities. Transfers, due to over and under-housing, will be paid for by resident.

## **IX. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XV of this policy<sup>23</sup>.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members each have Social Security numbers, have applied for a Social Security number or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who are in compliance with the CMHA's 8 hour per month community service requirements<sup>24</sup>.

### **B. Remaining Family Members and Prior Debt**

1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head of household or spouse. CMHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

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<sup>22</sup> E.g., a single person living alone in a three-bedroom unit and does not want to move

<sup>23</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18

<sup>24</sup> Applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs.

### C. Reexaminations

1. Regular reexaminations: CMHA shall, at least once a year, reexamine the family composition and incomes of all resident families.
2. A reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for the next regular reexamination shall remain the same as initial move-in certification date.
4. Zero Income Families: Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
5. Residents who are gainfully employed and purposely resign or reduce their work hours in order to lower rental cost will be charged at the rental amount which would have been due. Examples of such would be the reduction in hours for less than three months (90 days); the rejection of unemployment claim due to resignation by employer, etc. Failure to pay rent, including arrearages, may result in lease termination. Reexamination and interim rent procedures will be adhered to.
6. Reexamination Procedures
  - a. At the time of reexamination, CMHA's A and O staff shall require all adult members of the household to come in to be interviewed, to provide verification of identity and sign an application for continued occupancy and other forms required by HUD and CMHA.
  - b. The Occupancy Specialist will verify income, allowances and deductions, Social Security numbers, and such other data as is deemed necessary, and retain a copy of all verification/documentation in the resident's folder.
  - c. The Occupancy Specialist will complete an online EIV check on each adult family member at re-certification to help detect any unreported income, family members not reported on the lease, etc., and continued suitability. Each adult household member will sign the EIV for acknowledgement or disagreement with information reported.
  - d. The Occupancy Specialist will review all verified information with respect to:
    - (1) Eligibility of the resident as a family or as the remaining member of a family;
    - (2) Rent the family should pay.
  - e. Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
  - f. Income shall be computed in accordance with the definitions and procedures set forth in Federal Regulations and this policy.
  - g. The Occupancy Specialist will immediately schedule families failing to appear for the first reexamination appointment. The second appointment letter should be sent within the same month of the original appointment. Failure to respond to the second request will result in the family being sent a notice of lease violation. The Occupancy Specialist initiates the proposed lease term (PLT). The Property is responsible for processing the PLT request **or have rent adjusted to flat rent**

**amounts.**

- h. Families who fail to return required verification/ documentation by the scheduled deadline shall be issued a second “Needmore” letter identifying all verification/ documentation items needed to complete the determination process. Failure to respond to the second request will result in the family being proposed for Lease termination by the Occupancy Specialist. The Property Manager shall process a termination of the lease or have rent adjusted to flat rent amount.
7. Action Following Reexamination
- a. If there is any change in rent, a Notice of Rent Adjustment will be issued.
  - b. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.
  - c. The Occupancy Specialist will request lease termination by the Community Property Manager if the tenant fails to complete the reexamination process or adjust rent to flat rent amount.

**X. Interim Rent Adjustments: Fixed Rent System**

**A. Adjusting Rent Between Regular Reexaminations**

- 1. Residents are required to report all changes in income, family composition or status to the Community Property Manager within 10 calendar days of the occurrence.
  - a. In order to qualify for rent reductions, residents must report income decreases and provide supporting documentation to substantiate claim within 10 days of the reduction in income.
  - b. Residents are also required to report increases in income within 10 days of the occurrence.
  - c. All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. [24 CFR 966.4]
  - d. Failure to report within the 10 calendar days may result in a retroactive rent increase up to flat rent amount, but not a retroactive credit or rent reduction.
- 2. CMHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change if the household qualifies for an Earned Income Disregard. CMHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>CMHA ACTION</u>
Decreases in income for any reason, except for decreases that lasts less than 30 days <sup>25</sup> or are due to a reduction in OWF due to sanction (imputed income).  Increases in income following CMHA granting of interim rent decrease	CMHA will process an interim reduction in rent if the income decrease will last more than 30 days.  CMHA will process an interim increase for income increases that follow interim rent reductions.
Increase in earned income from the employment of a current household member.	CMHA will grant an earned income disallowance, if the individual is eligible.
Increase in unearned income (e.g. COLA adjustment for Social Security)	CMHA will process the change in income effective with the next annual review provided the change did not occur prior to the effective date of the most recent annual processed.
Increase in income because a person with income (from any source) joins the household.	CMHA will assess the proposed new members financial and non-financial eligibility in accordance with the procedures spelled out for new applicants

- CMHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been. CMHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.
3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Admissions and Occupancy Supervisor or his/her designee.
  4. CMHA will process interim adjustments in rent as follows:
    - (a) When a decrease in income is reported, and CMHA receives confirmation that the decrease will last less than 30 days, an interim adjustment **will not** be processed.
    - (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed in accordance with timely reporting and processing standards.
    - (c) Residents who have fluctuations in income which can reasonably be predicted will have the rent adjusted based on the best estimate of future income.
    - (d) Residents who have fluctuations in income which cannot reasonably be predicted will have the rent adjusted based on available information.
  5. Residents granted a reduction in rent under these provisions would be required to report all changes in income to Occupancy Specialist and/or Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

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<sup>25</sup> Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions



- B. Effective Date of Adjustments** Residents will be notified in writing of any rent adjustment including the effective date of the adjustment, the new rent amount and any credits or retro charges applied to their accounts.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided tenant reported the change in a timely manner.
  2. In the case of a rent increase due to increased income, which is reported and accompanied by supporting documentation within 10 calendar days of the occurrence, the increase will become effective no earlier than the first day of the 2<sup>nd</sup> month following the month in which the change was reported. The tenant must be given 30 days' advance notice of any proposed increase in rent or reduction in the utility reimbursement if the change was reported timely.
  3. In case of misrepresentation in unreported income or family composition the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. No 30-day notice is required in these instances.
- C. Failure to Report Accurate Information**
1. If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with CMHA's dwelling lease. [24 CFR § 966.4(c)(2)]
  2. Clients with sporadic income may be considered as misrepresenting facts if termination with "good cause" cannot be verified and/or documented inactivity with temporary employment due to the client's refusal or nonacceptance of available assignment(s).
- D. Exceptions to Minimum Rent – Special Financial Hardship Review**
1. The CMHA has established minimum rents of \$50. The minimum rent is applied as the Total Tenant Payment (TTP), but the resident of the unit may be entitled to a utility reimbursement, in the event that the utility change is more than the TTP. Certain exceptions to Minimum Rent have been established in accordance with the QHWRA Sec.507. Exceptions, applicable only to payment of minimum rent, are considered due to "financial hardship" circumstances that would prevent a resident from being able to pay the minimum rent on a long-term basis.
    - Families subject to minimum rent will be notified at the time of initial rent determination, any interim recertifications, and at their annual recertification of their right to request a hardship exemption. Such notification will be in both oral and written format, with the family also being given a copy of a form to request the hardship exemption.
    - Whether the hardship exemption is granted or denied, the family will receive a written notice of CMHA's decision on the request for a hardship exemption. This decision shall be subject to CMHA's grievance procedure and the family will be given ten (10) days to request a hearing. Any negative decision will not be implemented until either the ten (10) day period expires without a request for hearing or if the family requests a hearing until a decision is made after the hearing

2. The family has lost eligibility for or is pending eligibility for a Federal, State, or Locally-funded Training and/or Assistance Program. These Programs must be verified as receiving Federal, State, or Local Government funds to be considered eligible programs. [QHWRA § 507.1]
3. The family may be evicted as a result of the imposition of the \$50 minimum rent requirement if:
  - a. Unreported income of the PHA resident family has increased due to a change in circumstance as it relates to family composition or gain of income.
  - b. Income decreased or terminated due to the PHA resident household's failure to comply with an economic self-sufficiency program or work activities requirements **will not** be permitted to claim an exception to minimum rent or qualify for an interim rent review and/or adjustment.
  - c. Income decreased or terminated due to reports that the resident household submitted fraudulent information to a Federal, State, or Locally-funded Assistance Agency will not result in claiming an exception of minimum rent, or qualify for an interim rent review and/or adjustment.
4. If the PHA family's Assistance Program has been terminated due to "life- term" being reached an exception to minimum rent may be applicable.
5. A death in the PHA unit family has occurred.
6. Other circumstances determined by the responsible entity.
7. Hardships determined to be temporary will not be eligible for the exception to minimum rent.
  - a. During the 90-day period following PHA resident household's request for a hardship the unit's residents must demonstrate that the financial hardship is of a long-term basis. Minimum Rent will be temporarily suspended until such determination has been made. The HA will not commence eviction proceedings during the 90- day suspension due to nonpayment of rent.
    - (1) If the financial hardship is determined to be of a long-term basis, the HA will retroactively allow the exception to the date of the documented resident claim.
    - (2) If the financial hardship is determined to be temporary, minimum rent is charged including any retroactive charges for rent from the time of suspension. A reasonable Repayment Agreement will be made at such time of determination and/or CMHA may demand payment in full at such time determination of ineligibility for the Exception to Minimum Rent has occurred.
    - (3) Proper verifications of resident claims are required
      - (a) The Federal, State, or Local Government must acknowledge and verify all claims for long-term financial hardship due to a disability, in addition to verification supporting the loss or decrease of income due to the disability.
      - (b) The PHA resident household may request a grievance hearing if they contest the determination that has been made in accordance with CMHA Grievance Procedure and is exempt from any escrow deposit as it relates to the minimum rent hardship request:
  - b. Effective dates of Hardship Determination will be the month following the receipt of documented hardship circumstance(s).

**E. Community Service Requirement**

1. Each adult member of the resident's household must contribute eight hours per month

of community service, excluding political activities, or participate in an economic self-sufficiency program unless one or more of the following exemptions apply:

- a. Household member is 62 years or older.
- b. Household member is blind or disabled.
- c. Household member is the primary caregiver for someone who is blind or disabled living in the household.
- d. Household member is engaged in 30 hours or more a week of employment.
- e. Household member is enrolled in any state or local college or accredited vocational school.
- f. Household member is receiving assistance under a State program funded under Part A, Title IV of the Social Security Act or any other State welfare program; including welfare to work; and is in compliance with that program.

***Note: Any claim for a waiver must be accompanied by documentation.***

2. The HA will coordinate with social service agencies, local schools, and The Jobs and Family Services Office in identifying volunteer, community service programs available. Furthermore, the HA may create volunteer positions such as hall monitoring, litter patrols, block watch, assistance to seniors in the community, or other positions that provide a benefit to the community.
3. Tenant must provide information that can be verified when performing community service.
4. The HA will notify the resident family of failure to comply with the community service requirement and right to the resident grievance procedure [24 CFR § 966B]. If a determination of noncompliance with the community service requirement is made, the household must enter into an agreement to comply or the lease will be terminated.
5. The HA will offer the resident family the opportunity to enter into an agreement prior to the date of next reexamination. This includes agreement to enter into an economic self-sufficiency program and/or contribution of community service hours required to fulfill said requirements. The duration of the agreement will occur over the next twelve-month period beginning on the date of reexamination, while remaining in compliance with current year requirements. Failure to comply with the agreement will result in the HA taking action to terminate the lease.

## **XI. Lease Termination Procedures**

A. General Policy: Lease Termination No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

### **B. Notice Requirements**

1. No resident shall be given a Notice of Lease Termination without being told by CMHA in writing the reason for termination.
  - a. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply in writing as he/she may wish.
  - b. Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically:
    - (1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or CMHA employees; and

(2) any drug-related criminal activity.

2. Notices of lease termination may be serviced personally or posted on the apartment door.
3. Notice shall include a statement describing the right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

#### C. Record Keeping Requirements

A written record of every termination and/or eviction shall be maintained by CMHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reasons(s) for the notice(s), with section of the lease violated, and other facts pertinent to the issuing of the notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any Conferences held with resident including dates, names of Conference participants and conclusions.

## **XII. Utilities**

In some of CMHA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an Allowance for Utilities developed by CMHA in consultation with the utility supplier and reviewed by HUD.

**A. Resident-Paid Utilities** The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will have a monthly utility allowance deducted from their total tenant payment that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, CMHA will pay the tenant a utility reimbursement, equal to the difference between one month's total tenant payment or the minimum rent, as appropriate and the utility allowance.
3. When the utility supplier offers a "Budget" payment plan, it shall be suggested to the resident to use this plan because it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that CMHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owned the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under CMHA lease. Failure to pay utilities is grounds for lease termination and eviction.
7. Resident is responsible for paying all late fees for tenant utilities.

## **XIII. Flat Rents**

**A. Intent and Purpose** Flat rents are market-based rents. They vary by unit size and type and also by development location. Upon initial offer of leasing and thereafter each year, at the annual

recertification, all residents are offered the choice of paying an income-based rent or the flat rent. Flat rents represent the actual market value of CMHA's housing units. CMHA will take the following information into account in developing its flat rent schedule:

- Rents of non-assisted rental units in the immediate neighborhood;
  - Size of CMHA's units compared to non-assisted rental units from the neighborhood;
  - Age, type of unit and condition of CMHA's units compared to non-assisted rental units from the neighborhood;
  - Land use in the surrounding neighborhood;
  - Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at CMHA's properties and in the surrounding neighborhood;
  - Availability of public transportation at each CMHA development; and
  - Availability of accessible units from persons with mobility impairments.
- B. Annual Update of Flat Rents CMHA shall review the flat rent structure annually and adjust the rents as needed. When a resident chooses flat Rent, his/her rent shall be adjusted only at the next regular reexamination/recertification rather than at the point the flat rent may change.
- C. Recertification of Families on Flat Rents Families paying flat rents are required to recertify income only every three years, rather than annually. However, all other eligibility requirements must still be verified annually.

#### **XIV. Grievance procedures**

##### **A. Introduction**

###### **1. Purpose and Availability**

- a. The purpose of this section is to set forth the requirements, standards criteria and process for the HA Grievance Procedure. The Grievance Procedure is a means through which a resident of low-rent Public Housing may bring his/her grievance concerning his/her residency before the Authority and, if applicable, before a fair, impartial and disinterested Hearing Officer.
- b. The Grievance Procedure ensures that the resident is afforded an appropriate forum to present his or her grievance when he or she disputes or challenges, within the time prescribed, any CMHA action or failure to act involving his or her residency or any CMHA policy, rule and/or regulation which allegedly adversely affects his rights, duties, welfare or status. [24 CFR § 966.50]
- c. Representation – The Grievance Procedure is designed to be an efficient, effective and accessible forum for the prompt resolution of a resident's grievance. In order for the Grievance Procedure to operate as designed, resident representation is preferred and encouraged at grievance hearings. The Columbus Legal Aid Society (hereinafter, "Legal Aid") is available to perform advocacy for residents and applicants at both informal and formal grievance hearings. Residents desiring to use the Grievance Procedure to resolve disputes with CMHA are strongly urged to contact Legal Aid by telephone at (614) 224-8374 or in person at 40 West Gay Street, Columbus, Ohio 43215.
- d. Availability – A copy of the Grievance Procedure will be available for public inspection at the Central Office, in the office of the Director of Public Housing, the Admissions and Occupancy Office and all community Property Management Offices; and may be furnished to applicants, residents and resident Organizations and any other person or community groups upon request within a reasonable time and for a reasonable fee to cover CMHA's copying cost. [24 CFR § 966.52 (d)]



## **B. Applicability and Scope**

1. In accordance with 24 CFR § 966.51, this Grievance Procedure will be applicable to all individual grievances (as defined herein) with CMHA with the following three exceptions:
  - a. Because HUD has issued a due process determination that the law of the State of Ohio requires that tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined hereinafter) before eviction from the dwelling unit, the Grievance Procedure will not be applicable to any termination of tenancy or eviction that involves:
    - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CMHA property of other residents or employees of CMHA, or
    - (2) Any drug-related criminal activity on or near CMHA property.
  - b. CMHA's Grievance Procedure will not be applicable to disputes between residents not involving CMHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and CMHA's Board of Commissioners.
  - c. CMHA's Grievance procedure will not be applicable to disputes arising from CMHA's denial of an applicant's request for a Local Preference [24 CFR § 960.211 (k)].
2. The Grievance Procedure, when appropriate, will be applicable to, but not limited to the following:
  - a. Disputes over the amount of rent due under the lease for the leased premises.
  - b. Charges levied by the HA due to damages to CMHA property allegedly caused by the resident or resident household members, guests, invitee; and
  - c. Conditions in the resident's dwelling unit and/or the need for repairs.

## **C. Definitions for purposes of this Grievance Procedure, the following definitions are applicable:**

1. Applicant – anyone who makes application to become a resident of CMHA's Low Income Public Housing or a participant in CMHA's Section 8 or Homeownership Programs.
2. Application – any written request from any person to CMHA to become a resident of CMHA's Low Income Public Housing or a participant in CMHA's Section 8 or Homeownership Programs.
3. Authority – CMHA.
4. Authority Property – any real or personal property owned or managed by CMHA.
5. Board of Commissioners or Commissioners – the duly appointed governing body of CMHA.
6. Day or Days – a calendar day or calendar days, inclusive of Saturday, Sunday, and legal holidays.
7. Complaint – the action of a tenant in presenting a grievance to the Community Property Manager or the Central Office in accordance with the procedures governing grievances.
8. Decision – the Hearing Officer's written findings and conclusions, and reasons therefore, relative to the resident or applicant's grievance.
9. Due Process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - b. Right of the tenant to be represented by counsel;



- c. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  - d. A decision on the merits of the case.
10. Employee – any person employed by the Authority or any agent or representative of the Authority.
  11. Eviction or Forcible Entry and Detainer Action – the court ordered dispossession of a resident from the leased premises as a result of a court judgment granting restitution of the leased premises to CMHA.
  12. Grievance – any dispute which a resident may have with respect to Authority action or failure to act in accordance with the individual resident’s lease or Authority regulations which effect the individual resident’s rights, duties, welfare or status.
  13. Grievance Hearing will mean a session where a resident and the Authority present information concerning a resident grievance to an impartial Hearing Officer and based on the information presented and the applicable law, regulations and rules, a decision is rendered.
  14. Hearing Officer – a person selected by CMHA in accordance with 24 CFR § 966.55 and this Grievance Procedure to hear resident grievances and render a decision with respect thereto.
  15. Housing Community Management Office – the on-site Authority Management Office for the Housing Community in which a resident resides.
  16. HUD – The Department of Housing and Urban Development.
  17. Informal Settlement Conference – the Conference held between the Property Manager and the resident to informally discuss and settle the resident’s grievance.
  18. Lease or Dwelling Lease – the written contractual agreement between the Authority and the resident that sets forth the rights, responsibility and obligations of each relating to the use and occupancy by resident of property (including real and personal property) owned and/or managed by CMHA.
  19. Leased Premises – the unit, dwelling unit, apartment or property (including real and personal property) leased or rented to resident pursuant to the lease with CMHA.
  20. Resident Organization – an organization of residents, incorporated or unincorporated, who reside in CMHA owned or administered property.
  21. Rule – regulations, codes of conduct and policies.
  22. Resident – the adult person (or persons) other than a live-in-aide:
    - a. who resides in the unit, and who executed the lease with CMHA as lessee of the dwelling unit, or if no such person now resides in the unit, b) who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
  23. Written or in Writing – any representation in words, letters, symbols, or figures.

**D. Procedures Governing the Formal Settlement Conference**

1. The hearing shall be held before a Hearing Officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing, which shall include:
  - a. The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. (For a Grievance Hearing concerning a termination of tenancy or eviction, see also Sec. 966.4(m)). The tenant shall be allowed to copy any such document at the tenant’s

- expanse. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.
- b. The right to be represented by counsel or other person chosen as the tenant's representative, and to have such person makes statements on the tenant's behalf;
  - c. The right to a private hearing unless the complainant requests a public hearing;
  - d. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The Hearing Officer or hearing panel may render a decision without proceeding with the hearing if the Hearing Officer or hearing panel determines that the issue has been previously decided in another proceeding.
  4. If the complainant or the PHA fails to appear at a scheduled hearing, the Hearing Officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA shall be notified of the determination by the Hearing Officer or hearing panel, provided that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.
    - a. At the hearing, the complainant must first make a showing of an entitlement to the relief sought.
    - b. The Hearing Officer or hearing panel will conduct the hearing informally and receive oral or documentary evidence pertinent to the facts and issues raised by the complaint without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer or hearing panel shall require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the Hearing Officer or hearing panel to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
    - c. The complainant or the PHA 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.
  5. Accommodation of persons with disabilities.
    - a. CMHA must provide reasonable accommodation for persons with disabilities to participate in the hearing and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
    - b. If the tenant is visually impaired, any notice to the tenant that is required under this subpart must be in an accessible format.

E. **Effective date.** The policies and procedures set forth in this Manual will take effect immediately and will remain in effect until modified or repealed by the Board of Commissioners of the Columbus Metropolitan Housing Authority.

F. **Applicant/tenant Notification**

1. The Authority has an affirmative duty to inform applicants and residents about this Grievance Procedure. This duty will be complied with by: Posting **NOTIFICATION OF RESIDENT GRIEVANCE (Addendum 4)** in a conspicuous place in each Housing Community Management Office, the applicants Office and the Authority Central Office; and
2. By advising each applicant and resident to read **NOTIFICATION OF RESIDENT GRIEVANCE**. Further, if a resident has made several complaints about some problem but has not specifically requested an Informal Settlement Conference (hereinafter sometimes referred to as Conference), it is desirable, but not mandatory, that the Property Manager informs the resident of the Grievance Procedure and the possibility of settlement under it.

G. **Informal Settlement Conferences**

1. Informal Settlement of applicant/resident's Grievance
  - a. If the resident chooses to resolve his/her grievance through this Grievance Procedure, he will personally present, either orally or in writing, his grievance to the Office of the Admissions and Continued Occupancy Manager at CMHA's Central Office or if a tenant, to the Management Office of the Housing Community in which he resides so that the grievance may be discussed informally and possibly settled at an Informal Settlement Conference without a grievance hearing. [24 CFR § 966.54]
  - b. Grievances received from tenants by the Office of the Admissions and Continued Occupancy Manager at CMHA's Central Office will be referred to the resident's Property Manager.
  - c. The resident will present his grievance by 4:00 p.m. on or before the thirtieth (30th) day from the date that the dispute or problem originally arose (except in the case where CMHA has issued a Proposed Termination of Lease or Homeownership Agreement). [24 CFR § 966.50]
  - d. When CMHA's Central Office or the resident's Housing Community Management Office is closed to the public for the entire day and such day is the thirtieth (30th) and final day for the resident to present his grievance or before 4:00 p.m. of such day, then the resident may present his grievance on the next succeeding day which is not a Saturday, Sunday or legal holiday recognized by the Authority.
  - e. If the resident does not request his grievance within 30 days of notification of the aggrieved action, he will not be entitled to an Informal Settlement Conference or Grievance Hearing under this Grievance Procedure unless he can show good cause for his failure to timely present the same. The Director of Housing Management and Services of the Authority or his designee will determine whether the resident has good cause for failing to timely present his grievance.
  - f. If the applicant chooses to dispute the reason for rejection of his/her application, he will personally present, either orally or in writing, his grievance to the office of the Director of Public Housing at CMHA's Central Office so that the grievance may

be discussed informally and possibly settled at an Informal Settlement Conference without a Grievance Hearing.

- g. The resident's Property Manager will review the request as soon as the grievance is received, and will ascertain whether the exclusions set forth in the above apply to the grievance.
  - (1) Should any one of the exclusions apply, the complainant will be notified in writing within a reasonable time that the matter raised is not subject to CMHA's grievance procedure, with the reason therefore.
  - (2) If none of the exclusions apply, the Property Manager will schedule an Informal Settlement Conference with the resident. Exhibit II.
  - (3) Under no circumstance will the Property Manager schedule a Conference sooner than three (3) days from the date that the resident's grievance was received or later than ten (10) days after the date of receipt of the tenant's request.
  - (4) An extension of up to an additional six (6) calendar days may be granted when just cause for a reasonable delay, including reasonable delays requested by the resident exists.
- 2. Purpose of the Informal Settlement Conference
  - a. To amicably resolve the applicant/resident's grievance without resorting to a Grievance Hearing.
  - b. The Property Manager and the resident, or the Admissions and Occupancy Manager and the applicant should extensively discuss the grievance, the possible means of resolution, and reach a decision satisfactory to both parties, if possible.
  - c. Serious effort needs to be exerted by CMHA and the applicant/resident to resolve the grievance at this level. [24 CFR § 966.54]
  - d. The Conference is not an adversarial proceeding and therefore, neither CMHA nor the applicant/resident may have any legal representation at such Conference. However, both CMHA and the applicant/resident may present witnesses at the Conference.
  - e. Either CMHA or the applicant/resident, or both may record the Informal Settlement Conference with an electronic recording device. Any such recording will be done at the expense of and remains the property of the party making such recording. Prior to any participant activating any recording device, such participant will inform all other participants of his intent to record the Informal Settlement Conference. **If any participants object, no one may record the Conference.**
  - f. The Admissions and Occupancy Manager or Property Manager will conduct the Conference in a fair and impartial manner. The resident will be given full opportunity to discuss his grievance. However, the Manager may limit the Conference to thirty-minutes. Additional time may be allowed at the discretion of the Property Manager.
  - g. If at any time during the Conference, either the applicant/resident or any other participant becomes disruptive, unruly, combative, or otherwise engages in violent, threatening or unacceptable conduct, the Manager may terminate the Conference and render a decision in the form of the Summary of Informal Settlement Conference (hereinafter sometimes referred to as Summary) based upon the information adduced up to the time that the Conference was terminated

(Exhibit 12). If the Property Manager terminates the Conference, he will state this fact and the reasons therefore in his Summary.

- h. Conference Summary Completion – after the Conference has been held, the Manager will complete the Summary. [24 CFR § 966.54]
  - (1) The Summary will specify the names of the participants, the date of the Conference, the nature of the resident’s grievance, the nature of the proposed disposition of the grievance and the specific reasons therefore, and will specify the procedures by which a hearing under 24 CFR § 966.55 may be obtained if the resident is not satisfied with the Summary.
  - (2) Every effort will be made to issue the Summary at the Informal Settlement Conference.
  - (3) Under no circumstances will the Property Manager fail to either mail (by first-class mail, postage prepaid) or personally deliver a copy of the Summary within seven (7) days of the date of the Conference.
  - (4) The Property Manager will make an original and one (1) copy of the Summary. The copy will be mailed or personally delivered to the resident. The original will be retained by the Property Manager and placed in the resident file. [24 CFR § 966.54]

#### **H. Formal Grievance Hearings**

1. When a Formal Hearing is required, CMHA must give a participant family:
  - a. An opportunity for an Informal Hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and CMHA policies:
  - b. A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - c. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from CMHA’s utility allowance schedule.
  - d. A determination of the family unit size under CMHA subsidy standards.
  - e. A determination that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under CMHA subsidy standards, or CMHA’s determination to deny the family’s request for an exception from the standards.
  - f. A determination to terminate assistance for a participant family because of the family’s action or failure to act (see Sec. 982.552).
  - g. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CMHA policy and HUD rules.
2. When hearing is not required, the HA is not required to provide a participant family an opportunity for an Informal Hearing for any of the following:
  - a. Discretionary administrative determinations by CMHA.
  - b. General policy issues or class grievances.
  - c. Establishment of CMHA’s schedule of utility allowances for families in the program.
  - d. An HA determination not to approve an extension or suspension of a certificate or voucher term.
  - e. A CMHA determination not to approve a unit or lease.



- f. A CMHA determination that an assisted unit is not in compliance with HQS. (However, CMHA must provide the opportunity for an Informal Hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in Sec. 982.5519(c).
3. Notice to Family.
    - a. In the cases described in 2. (a), (b) and (c) above, CMHA must notify the family that the family may ask for an explanation of the basis of the HA determination, and that if the family does not agree with the determination, the family may request an Informal Hearing on the decision.
    - b. In the cases described in paragraphs 2. (d), (e) and (f) above CMHA must give the family prompt written notice that the family may request a hearing. The notice must:
      - (1) Contain a brief statement of reasons for the decision,
      - (2) State that if the family does not agree with the decision, the family may request an Informal Hearing on the decision, and
    - c. State the deadline for the family to request an Informal Hearing.
  4. Procedures for Requesting a Grievance Hearing.
    - a. If the resident and/or applicant is dissatisfied with the settlement arrived at in the Informal Settlement Conference, he/she may request a Grievance Hearing.
    - b. The resident will request a Grievance Hearing in the following manner: by completing the Grievance Hearing Request Form (Exhibit 13) or a written request for a hearing and setting forth therein the reasons for his dissatisfaction and/or grievance and the action or relief sought [24 CFR § 966.55 (A)(1) and (2)]; and
    - c. By delivering or mailing a copy of the Summary and the completed Grievance Hearing Request Form or written request for a hearing to: The Columbus Metropolitan Housing Authority, Attention: Admissions & Occupancy, 880 East 11th Avenue, Columbus, Ohio 43211.
    - d. In either event, the copy of the Summary and the completed Grievance Hearing Request Form or written request must be received by either the Housing Community Management Office or the Central Office of the Authority within thirty (30) days after it was mailed or hand-delivered.
    - e. The resident's failure to attach a copy of the Summary to the Grievance Hearing Request Form or to any written request for a hearing will not be a reason to deny the resident's request for a hearing.
    - f. If the complainant requests a Grievance Hearing in a proper and timely manner, CMHA will schedule a hearing on the grievance at the earliest time possible but in no case later than twenty (20) days (except for good cause shown) after CMHA received the written request for hearing.
    - g. If the complainant fails to request a hearing within thirty (30) days after the Summary was mailed or hand-delivered to him, CMHA's Summary rendered as a result of the Informal Settlement Conference becomes final and CMHA is not obligated to offer the complaint a hearing unless the complainant can show good cause why he/she failed to proceed in accordance with this procedure [24 CFR § 966.55 (c)] and (d). Also, the resident's failure to request a Grievance Hearing does not affect his right to contest CMHA's decision in a court hearing. [24 CFR § 966.55 (c)]



5. Selection of Hearing Officer for resident Grievances
  - a. An impartial person will conduct a Grievance Hearing or persons appointed by CMHA after consultation with resident organizations, as described below:
  - b. CMHA will nominate a slate of impartial persons to sit as Hearing Officers.
    - (1) Persons may include CMHA Board members, CMHA staff members, residents, professional arbitrators, or others.
    - (2) Such persons will not include a person who made or approved CMHA's action that is the subject of the Grievance Hearing or a subordinate of such person.
    - (3) CMHA will confirm with each nominee whether there is an interest in serving as a potential Hearing Officer, and whether the nominee feels fully impartial, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.
    - (4) Nominees will be informed they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of communities in which they work or reside, or grievances in which they have some personal interest.
    - (5) Nominees who are not interested in servicing as Hearing Officers or whose time is too limited to make service practical will be withdrawn.
  - c. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures.
  - d. All hearings will be conducted during the business hours.
  - e. Expeditious Hearing Process.

Where a hearing for a participant family is required under this section. CMHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

6. Escrow Deposit Required for a Hearing Involving Rent
  - a. Pursuant to 24 CFR § 966.55 (e), before a hearing is scheduled in any grievance involving the amount of rent which CMHA claims is due under the resident's lease, the complainant will pay to CMHA an amount equal to the rent due and payable at the first of the month preceding the month the rent increase became effective (in which the act or failure to act took place.)
  - b. The complainant will thereafter deposit the same amount of the monthly rent in CMHA's escrow account monthly until the complaint is resolved by decision of the Hearing Officer.
  - c. CMHA will not waive this requirement.
  - d. The failure of the resident to make such payments **will** result in the termination of the Grievance Procedure.

#### **I. Formal Grievance Hearing Procedures**

1. Administrative Plan. The administrative plan must state the HA procedures for conducting Informal Hearings for participants.
2. Discovery
  - a. By Family.
 

The family must be given the opportunity to examine before the HA hearing any HA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the HA does not make the

document available for examination on request of the family, the HA may not rely on the document at the hearing.

b. By CMHA.

The HA hearing procedures may provide that the HA must be given the opportunity to examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing. CMHA must be allowed to copy any such documents at its expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

c. Documents. The term “documents” includes records and regulations.

3. Representation of Family.

At its own expense, a lawyer or other representative may represent the family.

4. Evidence.

CMHA and the family must be given the opportunity to present evidence, and may question any witnesses.

Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision.

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision.

Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

**J. Procedures Governing Hearings**

1. At the hearing, the duties of the Hearing Officer will be similar to those of a judicial referee.

2. The Hearing Officer will ensure that the hearing is conducted in an orderly fashion, using at his/her discretion, the powers granted in 24 CFR § 966.56.

3. In addition, it is the duty of the Hearing Officer to render a fair and equitable decision based solely on the facts and law presented at the Grievance Hearing.

4. The complainant will be afforded a fair “due process” hearing, which will include:

a. The opportunity to examine before the Grievance Hearing any CMHA documents, including records and regulations that are directly relevant to the hearing. The Complainant will be allowed to copy any such document at the complainant’s expense. If CMHA does not make the document available for examination upon request by the complainant, CMHA may not rely on such documents at the Grievance Hearing.

b. The right to be represented by counsel or other person chosen as the complainant’s representative and to have such person make statements on the complainant’s behalf.

c. The right to a private hearing unless the complainant requests a public hearing.

d. The right to present evidence and arguments in support of the complainant’s complaint to controvert evidence relied on by CMHA or Housing Community Management, and to confront and cross examine all witnesses upon whose testimony or information CMHA or Housing Community Management relies; and

e. A decision based solely and exclusively upon the fact presented at the hearing.

5. The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding. [24 CFR § 966.56(c)]
6. If the complainant of CMHA fails to appear at the scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for a period not exceeding five (5) days, excluding holidays and weekends, or may make a determination that the party has waived his right to a hearing. Both the complainant and CMHA will be notified of the determination by the Hearing Officer; provided that a determination that the complainant has waived his right to a hearing will not constitute a waiver of any right the complainant may have to contest CMHA's disposition of the grievance in court. [24 CFR § 966.55 (d)]
7. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, CMHA must sustain the burden of justifying CMHA's action or failure to act against which the complaint is directed. [24 CFR § 966.56 (e)]
  - a. The hearing will be conducted informally by the Hearing Officer.
  - b. 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.
  - c. The Hearing Officer will require CMHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion.
  - d. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [24 CFR § 966.56 (f)]
8. The complainant or CMHA 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 transcripts. [24 CFR § 966.56 (g)].
9. CMHA 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 complainant is visually impaired, any notice to the complainant, which is required under this procedure, must be in an accessible format. [24 CFR § 966.56 (h)]
10. Decision of the Hearing Officer
  - a. The Hearing Officer will prepare and issue a written decision on the complaint within fifteen (15) days after the hearing.
  - b. The decision must state the conclusions, reasons, and otherwise comply with the decisional requirements set forth in 24 CFR § 966.56 and 24 CFR § 966.57, specifically including:
    - (1) Whether the complainant is entitled to the relief sought and the reasons upon which such a conclusion is based; and
    - (2) Whether CMHA sustained the burden of justifying its actions or failure to act, together with the reasons upon which such a conclusion is based.
  - c. A copy of the decision will be sent to the Complainant and CMHA.
  - d. CMHA will retain a copy of the decision in the Complainant's file.

- e. A copy of the decision with all names, and identifying references deleted, will also be maintained on file by CMHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer. [24 CFR § 966.57 (a)]
- 11. Pursuant to 24 CFR § 966.57 (b), the decision of the Hearing Officer will be binding on CMHA which will take all actions, or refrain from any actions, necessary to carry out the decision unless CMHA’s Board of Commissioners determines within thirty (30) days, and promptly notifies the complainant of its determination that:
  - a. The grievance does not concern CMHA action or failure to act in accordance with or involving the Complainant’s lease or CMHA regulations, which adversely affect the Complainant’s rights, duties, welfare or status; or
  - b. 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 CMHA.
- 12. A decision by the Hearing Officer or Board of Commissioners in favor of CMHA or which denies the relief requested by the Complainant in whole or in part will not constitute a waiver or, not affect in any way, the rights of the Complainant to trial or judicial review in any court proceedings which may be brought in the matter later. [24 CFR § 966.57 (c)]

**K. Effect of Decision. The HA is not bound by a Hearing Decision**

- 1. Concerning a matter for which the HA is not required to provide an opportunity for an Informal Hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
- 2. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- 3. If the HA determines that it is not bound by a Hearing Decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

**L. Restrictions on Assistance to Non-Citizens**

The Informal Hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in **24 CFR part 5**.

**XV. DEFINITIONS OF TERMS**

- 1. **Accessible dwellings units** – When used with respect to the design, construction or alteration of an individual dwelling units, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
- 2. **Accessible Facility** – Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [**24 CFR § 8.21**]

3. **Accessible Route** – For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.35]
4. **Adaptability** – Ability to change certain elements in a dwelling u it to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.35]
5. **Adult** – A Person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.
6. **Alteration** – Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]
7. **Applicant** – a person or a family that has applied for admission to housing.
8. **Area of Operation** – The jurisdiction of the PHA as described in applicable State law and the PHA’s Articles of Incorporation.
9. **Assets** – Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.”  
**IMPORTANT:** See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)
10. **Auxiliary Aids** – Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR § 8.3]
11. **Care Attendant** – A person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the Public Housing unit. Care attendants have no rights of tenancy.
12. **Co-Head of Household** – A household where two persons are held responsible and accountable for the family, and where each co- head contributes to the rent.
13. **Covered Person** – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant’s household, a guest, or another person under the tenant’s control.
14. **Dependent** – A member of the household, other than head, spouse, sole member, foster child, or live-in aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. [24 CFR § 5.603]
15. **Designated Family** – Means the category of family for whom PHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)
16. **Designated Housing (or Designated Project)** – A project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
17. **Disabled Family** – A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section). The term includes two or more persons with disabilities living together, and one or more such persons living with



one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]

18. **Displaced Person** – A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]
19. **Divestiture Income** – Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR § 5.603] in this section).
20. **Drug** – A controlled substance as defined in the Controlled Substances Act. [24 CFR § 5.100]
21. **Drug-Related Criminal Activity** – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR § 5.100]
22. **Elderly Family** – A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]
23. **Elderly Person** – A person who is at least 62 years of age. [42 USC 1437A(b)(3)]
24. **Extremely Low Income Family** – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD.
25. **Family:**
  - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; OR
  - Two or more persons who are not so related, but are regularly living together, can verify shared income or resources and will live together in PHA housing.
  - The term family also includes the following terms defined in this Section:
    - Elderly family
    - Near elderly family
    - Disabled family
    - Displaced person
    - Single person
    - Remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement
    - Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. [24 CFR § 5 and 960]
    - Live-in aides may also be considered part of the applicant family’s household. However, live-in aides are not *family* members and have no rights or tenancy or continued occupancy.



- Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy, the term family also includes the remaining member of a resident family with the capacity to execute a lease.
26. **Full-Time Student** – A person who is caring a subject’s load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. [24 CFR 5.603]
  27. **Guest** – For the purposes of determining whether an individual’s criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
  28. **Head of Household** – The family member (identified by the family) who is held responsible and accountable for the family.
  29. **Household** – The family and a PHA-approved live-in-aide.
  30. **Incremental Increase in Income** – The amount of change in household member’s income as a result of new employment or increased wages from the prior income of that household member.
  31. **Individual with Disabilities, Section 504 definition [24 CFR § 8.3]**
    - (a) Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: The Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:
      - (1) A physical, mental or emotional impairment that:
        - substantially limits one or more major life activities;
        - has a record of such an impairment;
        - or is regarded as having such an impairment.
      - (2) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others
      - (3) Definitional Elements:
        - “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; muscular-skeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genital-urinary; hemic and lymphatic; skin; and endocrine; or

- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- “Has a record of such an impairment” means has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.
- “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
- Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
- Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

***NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.***

(b) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to Public Housing a person must meet the program definition of person with disabilities found in this section.

33. **Kinship Care** – An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law).

34. **Live-In-Aide** – A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:

- (a) is determined by PHA to be essential to the care and wellbeing of the person(s);
- (b) is not obligated to support the family member; and
- (c) would not be living in the unit except to provide the necessary supportive services. [24 CFR 5.403]
- (d) before a live-in-aide may be moved into a unit, a third-party verification must be

- supplied that establishes the need for such care and the fact that the live-in-aide is qualified to provide such care.
- (e) move-in of a live-in-aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
  - (f) live-in-aides have no right to the unit as a remaining member of a resident family;
  - (g) relatives who satisfy the definitions and stipulations above may qualify as live-in-aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;
  - (h) a live-in-aide is a single person;
  - (i) a live-in-aide will be required to meet PHA's screening requirements with respect to past behavior especially:
    - A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
    - Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and
    - A record of eviction from housing or termination from residential programs.
35. **Low-Income Household** – A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families. [42 USC 1437a(b)]
36. **Medial Expense Allowance** – For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. [24 CFR § 5.603]
37. **Minor** – A minor is a person less than 18 years of age. An unborn child will not be considered as a minor (See definition of dependent). Some minors are permitted to execute contracts, provided a court declares them “emancipated”.
38. **Mixed Population Project** – means a Public Housing project for elderly and disabled families. The PHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
39. **Multifamily Housing Project** – For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR § 8.3]
40. **Near-Elderly Family** – means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR § 5.403]
41. **Near-Elderly Person** – means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]
42. **Net Family Assets** – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment) Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity. Net Family Assets also include the amount in excess of any consideration received for assets disposed by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale. In the case of a disposition as part of a separation or divorce settlement, the disposition will not consider to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR § 5.603(b)(3)].

43. **Other Persons Under the tenant’s Control** – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant’s control (e.g. the pizza delivery person).

44. **Person with Disabilities [42 USC 1437a(b)(3)] means a person who –**

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical, mental or emotional impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or

*NOTE: this is the program definition for Public Housing. The 504 definitions do not supersede this definition for eligibility of admission. [24 CFR 8.4 (c)(2)]*

- A person with disabilities may be a child.

- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act. [42 USC 6001 (5)]

45. **Portion of Project** – includes, one or more buildings in a multi-building project, one or more floors of a project or projects, and a certain number of dwelling units in a project or projects. [24 CFR § 945.105]

46. **Project, Section 504** – means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

47. **Premises** – The building or complex or development in which the Public Housing dwelling is located, including common areas and grounds.

48. **Qualified Individual with Disabilities, Section 504** – means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.
- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be “qualified” for a project lacking such services. [24 CFR § 8.3]
49. **Single Person** – A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
50. **Sporadic Income** – Temporary non-recurring income that cannot reasonably be expected to continue.
51. **Spouse** – Spouse means the husband or wife of the head of the household.
52. **Tenant Rent** – The amount payable monthly by the family as rent to PHA. Tenant Rent equals Total Tenant Payment when all utilities (except telephone) and other essential housing services are supplied by CMHA. Where some, or all utilities (except telephone), and other essential housing services are not supplied by the PHA, and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. [24 CFR § 5.603]
53. **Total tenant Payment (TTP)** – The TTP, or income-based rent, is calculated using the following formula:
- The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the resident pays and of the utilities directly to the utility supplier, the amount of Utility Allowance is deducted from the TTP. [24 CFR § 5.613] See the definition for tenant Rent.
54. **Uniform Federal Accessibility Standards** – Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**
55. **Utilities** – Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. [24 CFR § 990.102]
56. **Utility Reimbursement** – Funds that are reimbursed to the resident or, with the resident’s permission, the utility company on the resident’s behalf if the utility allowance exceeds the Total tenant payment. Tenants who choose to pay flat rents do not receive a utility

reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.

57. **Very Low-Income Family** – Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development. [42 USC 1437a(b)]
58. **Violent Criminal Activity** – Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage. [82 24 CFR § 5.611]



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## Exhibit 1 – Wait List Closure

1. CMHA will use the following method to determine whether the waiting list(s) may be partially or completely closed. **CMHA may elect to close lists by program or by bedroom size.**
2. **When the Waiting List May be Closed**
  - a. Staff will compute the average number of move ins per year over the past two years. The average number will be multiplied by 90% [24 CFR 960.211(b)(2)(ii)].
  - b. The waiting list will then be examined to determine how many applicants there are already in the “top priority” category established by the CMHA Local and ranking Preference system for which applicants qualify.
    - (1) If the number of “top priority” applicants is less than 90% of the average number of move ins per year, the waiting list may not be closed.
    - (2) If the number of “top priority” applicants is equal to or greater than 90% of the average number of move ins per year, the waiting list may be closed. This determination is made because the average wait of a new applicant in the “top priority” category would be more than one year [7465.1 REV-1-2-3 (3)].
3. After the waiting list has been closed, at any time, if the number of applicants on the “top priority” category drops below 90% of the average number of move ins per year, CMHA will reopen the waiting list and begin to take new applications. CMHA may elect to accept applications only from individuals who qualify for the “top priority” category.
4. The waiting list is closed or has been reopened a sign will be placed in the lobby and an advertisement will be placed in the newspaper. The sign and ad will indicate which waiting lists are affected and what restrictions may apply for the program. Public service ads on local radio or TV stations may also be utilized to increase outreach to the visually impaired. Groups that work with the visual or hearing impaired may also be notified.

## Exhibit 2 – Waiting List Maintenance

### I. Preliminary Application Registration

- A. Receiving New Applications (**Central and Site Based Waiting Lists**)
  - 1. Prospective applicants for Housing will secure a preliminary application form from the Central Office Receptionist or the Occupancy Tech in his or her preferred community, who instructs them to complete the form and return it to the designated box
  - 2. Receptionist or Occupancy Tech receives completed preliminary application from prospective applicant and stamps date and time of receipt
  - 3. Receptionist or Occupancy Tech reviews preliminary application for completeness
  - 4. Receptionist or Occupancy Tech checks CMHA case data file to determine:
    - a. if applicant is known to CMHA already and
    - b. whether they have an outstanding balance owed CMHA
    - c. If balance still due CMHA, the Receptionist or Occupancy Tech will forward the preliminary application form to the assigned Application Clerk who will withdraw this application and notify the applicant immediately
- B. The Receptionist or Occupancy Tech reviews the preliminary application and enters the information into the computer system, including:
  - 1. Application Entry
    - a. Family size/composition including name, age gender and relationship of all H.H. members
    - b. Income of all H.H. members and income exclusions or deductions
    - c. SSN for all household members. members
    - d. Prior connection with any CMHA programs
    - e. Criminal/drug record available through public records
    - f. Address and telephone number
    - g. Disability of any family member
    - h. Preferred housing community for that community's waiting list
  - 2. Notifies prospective applicant of the decision on their preliminary application, including all reasons why application is being withdrawn
  - 3. The Receptionist forwards the preliminary application to the A and O Manager for inclusion in the Preliminary Application file for subsequent review and action
  - 4. The Community Occupancy Tech forwards the preliminary application to the Central Office for inclusion in the Preliminary Application file.
- C. Follow Up
  - 1. The application will be placed on the Waiting List(s) based on ranking (date and time of application), Local Preferences and community preference
  - 2. Preferences, ranking, etc may differ between the Central Waiting List and Site Based Waiting Lists. Each Wait List is broken into sub-lists determining type of building needed (Elderly or Non-elderly) and size of unit (bedroom size).

## II. Waiting List Maintenance

- A. All waiting lists are maintained in local preference order by date of preliminary application. Information contained on the waiting list includes
  1. Name of head of household
  2. Date and time the preliminary action was received
  3. Unit size required
  4. Preference status codes
  5. Minority status/race or ethnicity (when required by the HUD Field Office)
  6. Eligibility date
  7. Client number
  8. Applicant's preferred community for their site based waiting list
  9. Location code (computer code reflecting applicant's place in the application process)
- B. At the time of a change in circumstances, the applicant immediately notifies CMHA of the change so that the waiting list can be appropriately updated
- C. System initiated updates periodically, CMHA sends "Are You Still Interested" letter to all HH's. on the waiting list to ascertain their continued interest in housing assistance from CMHA
  1. Upon receipt of the returned card, IT:
    - a. Updates the computer information for the waiting list based on applicant's response to "Are You Still Interested" letter
    - b. Updates the computer information for the waiting list based on information reported by Post Office
    - c. Updates the computer information for the waiting list to remove name if H.H. fails to respond to "Are You Still Interested" letter within the prescribed time frame
  2. Weekly updates are made to the waiting list as applicants are added or deleted from the waiting list
- D. CMHA will remove an applicant from the waiting list for the following reasons:
  1. The applicant requests withdrawal.
  2. The applicant failed to advise CMHA of his/ her continued interest in public housing. CMHA requires applicants to notify the Authority of continued interest on an annual basis. This includes changes in family status, preference status, or mailing addresses. Applicants must sign and return the Interest Card that is mailed by CMHA to each applicant with an active folder. Failure to complete and return the card will result in withdrawal from the Waiting List.
  3. If CMHA has made reasonable efforts to contact the applicant to determine continued interest and is unsuccessful, correspondence to the latest reported address that has been returned from the Post Office will be acceptable documentation and considered a reasonable effort to contact the applicant. This will result in rejection of the application.
  4. CMHA will notify the applicant of its intention to remove the applicant from the Waiting List.
  5. If the Authority has made reasonable efforts to contact the applicant to

schedule necessary interviews necessary to complete the application process or obtain information necessary to process the application, and the applicant has failed to respond and/ or comply.

6. If an applicant fails to keep any scheduled interview or appointment or fails to respond to the Authority concerning information that is necessary to process the application or to maintain the waiting list, the application will be withdrawn.
7. The applicant fails to pay an outstanding balance owed to CMHA within the time specified in the Admission & Occupancy Policy and CMHA does not have a judgment against the applicant.
8. If CMHA has a judgment against the applicant.
9. The applicant fails to respond to an offer of housing or does not respond within the time provided.
10. The applicant fails to meet eligibility requirements for the program.
11. The applicant fails to pay an existing utility balance, which results in a denial of new service by the utility supplier
12. The applicant has conducted falsification of an application, verification or any other information required by CMHA.
13. Bad police report or landlord reference
14. Other reasons determined by CMHA

### **III. Pulling Names from the Waiting List**

#### **A. City Wide Waiting List**

1. The Admissions and Occupancy Manager and Assistant Directors will assess the unit demand levels in conjunction with projected unit availability and financial concentration
2. The Admissions and Occupancy Manager will print a copy of the public housing waiting list and identify the target populations based on income levels and bedroom sizes requested
3. The Admissions and Occupancy Manager will annotate the waiting list to reflect applicants to be scheduled in for interviews and distribute the list to the designated workers for scheduling application interviews

#### **B. Site Based Waiting Lists**

1. The Asset Manager/Assistant Director and Property Manager will assess the unit demand levels by community in conjunction with projected financial concentration
2. The Property Manager will print a copy of the public housing waiting list for that community if vacancies exist and identify the target populations based on income levels and bedroom sizes requested
3. The Property Manager will annotate the waiting list(s) to reflect applicants to be scheduled in for interviews and distribute the list to the designated workers for scheduling the application interview

C. Scheduling Applicants

1. The CCS computer system will generate scheduling letters for each names applicant who has not already been scheduled in for the complete Application Process
2. The A and O Manager, or his (her) designee retrieves the printed and gives the letters to the Occupancy Specialists scheduled to handle intakes to schedule the applicant in for a full interview
3. The A and O manager or his (her) designee requests a full listing of the families having been pulled to have scheduling letters prepared by accessing the “Applicant Wait Lists menu” in CCS
4. The Applications Supervisor of his her designee annotates the listing generated to reflect the assignment of applicants to the Occupancy Specialists and distributes the letters accordingly
5. The Occupancy Specialist reviews CCS on each of the scheduled applicants
  - a. Changes the case status from “A” to “W” to reflect their changed status on the waiting list therefore that name will not appear again during the pendency of this process
  - b. Schedules the applicant for an appointment or provides the supervisor with a copy of the scheduling letter
  - c. Mails all appropriate scheduling notices
6. Applicants may be withdrawn at their request. No Informal Hearing is required following withdrawal, although CMHA must maintain files of withdrawn applications for three years or until the next HUD occupancy audit.

*Note: Applicants whose applications are rejected are entitled to an Informal hearing, if requested in a timely manner. The files of rejected applications will be held for three years or until the next HUD occupancy audit.*

**IV. The Full Application Interview and Processing**

- A. The Application Clerk conducts interview with applicant, reviewing the Personal Declaration to secure verification of all eligibility factors including:
  1. Each application must be completed and signed by the head of household and co-head (if applicable). CMHA representatives will be prepared to assist applicants who have difficulty completing the application. This assistance may be answering questions, helping applicants with literacy, vision or language needs. CMHA representative will, in general, make it possible for interested parties to submit an application for public housing.
    - a. Family size/composition including name, age gender and relationship of all HH members
    - b. Income and assets of all household members
    - c. SSN for all household members
    - d. Full time student status
    - e. Total medical expenses



- f. Child care expenses
  - g. Disability assistance expenses
  - h. Reason for requesting a larger than application unit based on household size
  - i. Citizenship
  - j. Preference status
    - (1) Income status
    - (2) Address and telephone number
    - (3) Disability of any family member
  - 2. Review the Community Service Requirements with all adult household members and determine who will be required to participate and/or the verifications required to exempt an adult in the household from participation
- B. Verification Process
- 1. Each application must be completed and signed by the head of household and co-head (if applicable). CMHA representatives will be prepared to assist applicants who have difficulty completing the application. This assistance may be answering questions, helping applicants with literacy, vision or language needs. CMHA representative will, in general, make it possible for interested parties to submit an application for public housing.
    - a. Family size/composition including name, age gender and relationship of all household members
    - b. Identification of all family members
    - c. Income and assets of all household members
    - d. SSN for all household members
    - e. Full time student status
    - f. Total medical expenses
    - g. Child care expenses
    - h. Disability assistance expenses
    - i. Reason for requesting a larger than application unit based on household size
    - j. Citizenship
    - k. Preference status
      - (1) Income status
      - (2) Address and telephone number
      - (3) Disability of any family member
  - 2. Review the Community Service Requirements with all adult household members and determine who will be required to participate and/or the verifications required to exempt an adult in the household from participation
- B. Verification Process
- 1. Identifies sources of third party verification and generates the needed letters to those sources for information

2. Secures the applicant(s)' signature on all forms and documents used to obtain information from third parties.
3. Collects verification the Applicant brings to the interview and makes copies, as appropriate for inclusion in the application package
4. Provides applicant with a written list of needed verification on a "Needs More" letter with the deadline of 10 days for the return of identified items
5. If requested items are not returned from the 3<sup>rd</sup> party, the applicant may provide verifications to substantiate their eligibility
6. The application will be withdrawn, if required verification is not received within 30 days of the interview
7. Determines applicant's suitability in accordance with procedures spelled out in Exhibit 3.

C. Follow Up

1. Sends applicant a second "Needs More letter"(CMHA 2804)" if all items are not received within 10 days of the applicant's receipt of the first "Need More (CMHA 2804)" letter.
2. If all information is not received within the allowed time frames, the application is denied and the applicant is removed from the waiting list.
3. The Occupancy Specialist records verifications received on the CMHA documentation report noting each item listed and the date it was received
4. The Occupancy Specialist makes a determination of full eligibility and tenant payment maximums utilizing the Income Calculation Worksheet, records a summary of the eligibility factors in the "Notes" section and prints a copy for inclusion in the case file
5. As appropriate, Occupancy Specialist proposes minimum rent to zero income households based on applicants responses to the Minimum Rent Hardship waiver questions
6. The Occupancy Specialist updates computer system (PHAMS) to reflect final disposition of application
7. The Occupancy Specialist prepares or generates all appropriate notices via the computer, reflecting the final disposition of the application and the proposed community

*Note: All verification must be less than 90 days old at the time of referral to the property manager. The Occupancy Specialist will need to re-verify and re-calculate applicant eligibility when information related to the rent calculation is more than 90 days old.*

8. The Occupancy Specialist gives the completed package to the supervisor for review and action

D. Supervisory Responsibilities

1. The Admissions and Occupancy Supervisor reviews the completed package received from the Occupancy Specialist for accuracy and completeness. The package will be rejected back to the clerk if errors or inconsistencies exist
2. If correct, the Admissions and Occupancy Supervisor will assign cases to communities and monitor assignment progress.

3. Case Routing
    - a. If the application is approved, a copy of the application package is made, and the original package is sent to the designated Property Manager for leasing
    - b. If the application is denied, the package is filed in the “Rejected/Withdrawal” file
- E. Offer of Housing:
1. Once the applicant has been determined eligible and suitable, the Property Manager will notify the applicant in writing and/or by telephone that the application process has been completed, approved, and a unit is available to rent of unit availability and the applicant has three (3) days from that date to contact CMHA regarding the unit offer. CMHA representatives will coordinate the showing of units at a mutually convenient time for the client and development staff. Clients may see a unit prior to application approval, however this does not guarantee approval or offer of housing. **Failure to respond to the letter within the specified time will cause the applicant’s name to be dropped from the waiting list.**
  2. After the applicant has seen the unit offered, he/ she must inform the Property in which the unit is situated of the acceptance or rejection of the unit on the first working day following the showing.
    - a. If the applicant rejects an offer for housing, CMHA will determine if the reason for rejection is acceptable under the Tenant Selection & Assignment Plan.
    - b. If the reason for rejection is valid, the applicant does not lose his / her place on the Waiting List and is offered another unit.  
Example: Presence of lead based paint if the applicant has children under age seven.
    - c. Failure to respond promptly will be considered an automatic rejection of the unit. 2.
    - d. Failure to pay the security deposit within five (5) days will result in the applicant forfeiture of any applicable preference.

*Note: Inability to pay the security deposit within the required time will result in the applicant returning to the bottom of the wait list. If, at the second offer, the applicant is still unable to pay the deposit, the applicant’s name to be dropped from the waiting list.*

3. If the unit is rejected and the reason is not determined acceptable under the Tenant Selection & Assignment Plan, the application is removed from the Waiting List.
4. If the applicant accepts the unit that is offered, the Property Management staff will schedule the lease process at the first time convenient for both the applicant and the Management staff.

5. The move in inspection will be conducted by the on site manager and the new tenant. Both parties will sign the Move In Inspection Form, noting the exact condition of the unit.
6. The applicant will pay the security deposit, a pro-rated payment of the first month's rent and any other deposits that may be required (pet deposit in an elderly unit, key deposit, etc.). The lease will be signed and the keys to the unit issued. The applicant is now a tenant.
7. CMHA Unit Occupied

## Exhibit 3 – Suitability Determination

- I. Suitability Determination Criteria Suitability requires that the applicant and the members of the applicant’s household, meet any needs based requirements as established by CMHA and demonstrate through verifications that they: will pay the rent in full and timely, care for the unit, and will be good neighbors.
  - A. Financial Suitability
    1. The two primary areas that are targeted are rental/ ownership history and recorded criminal records. The following is a basic explanation of what information is examined in an effort to determine suitability for housing.
    2. The applicant must provide CMHA the address (es) that they have resided for the past five (5) years.
    3. A rental history is processed utilizing FABCO, an agency contracted to maintain rental records in the State of Ohio. If the resident has resided out of the State of Ohio, manual verification of the applicant’s past performance may be conducted.
    4. **The FABCO report indicates: public records (i.e. evictions, collections, judgments), detailed payment history, length of time at residences, problems experienced by current and prior landlords, report of pets, balances, damages, reported places of employment, other recent inquiries for the applicant’s information.**
    5. If an eviction for good cause is reported within the past five years, the application will be withdrawn.
      - a. If a client moved owing damages and/ or a balance, a six (6) month, consecutive payment history must have been established or the application may be withdrawn.
      - b. If a client moved owing a balance to CMHA, the balance must be paid in full prior to the completion of the eligibility determination process
      - c. **FAILURE TO PAY WILL RESULT IN THE APPLICANT BEING REJECTED. CMHA MAKES NO DISTINCTION BETWEEN AN OUTSTANDING BALANCE CARRIED AS A CURRENT RECEIVABLE AND AN OUTSTANDING BALANCE WHICH HAS BEEN WRITTEN OFF AS A COLLECTION LOSS.**
  - B. Non Financial Issues
    1. **If the client was evicted for destroying property, disturbing the health, safety or quiet enjoyment of other residents the application will be withdrawn.**
    2. If the client abandoned a CMHA unit without notification that contributed to vandalism the application will be withdrawn.
    3. If the client has falsified information in the application process the application may be withdrawn.

4. **If the applicant initiates threats, acts in an abusive manner, or behaves in some other manner, which indicates intent to assault employees, other applicants, or residents of CMHA the application will be withdrawn.**

C. Criminal Activity

Criminal activity of the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity with would adversely affect the health, safety, or welfare of other residents will be a valid reason for withdrawal of an application. CMHA reviews evidence that substantiates a history of criminal behavior through an arrest, conviction, and or probation period for crimes on the part of any applicant family member. CMHA reviews criminal activity on all adult residents at annual recertification.

1. Any charges that may relate to the welfare of other residents including the applicant's family or charges that could affect the safety and quiet enjoyment of neighbors must have dispositions provided.

*Note: Applications will not be withdrawn for minor traffic violations, such as stop signs, jaywalking, etc.*

2. Applications will be automatically withdrawn for any of the following convictions in the past five years:
  - a. Murder
  - b. Domestic Violence
  - c. Child Endangering
  - d. Child Molestation
  - e. Assault
  - f. Arson
  - g. Drug Related
  - h. Petty Theft
  - i. Recurring Prostitution
  - j. Resisting Arrest
  - k. Aggravated Threats / Menacing
  - l. Rape
3. For the following only, substantial involvement in a rehabilitation program for a minimum of six months in addition to successful completion of a rehabilitation program will be required to reconsider an application from withdrawal. CMHA will not house an applicant until the six-month period has passed. a Petty Theft b OMVI c Prostitution
4. For the following only, substantial involvement in a rehabilitation program for an eighteen month period preceding application will be needed to reconsider and application from withdrawal. a Assault b Domestic Violence c Child Endangerment d Aggravated Burglary
5. Persons with convictions cannot be housed without substantiated evidence of active participation in an accredited and/ or recognized program relating to the particular offense within the first six months after conviction or release from incarceration.



D. FORMS OF VERIFICATION

1. Third Party Verification - an agency or Authority (i.e. Police Department) may be utilized to provide CMHA with information required. Other verifications (i.e. landlords, parole officers, etc.) may be required.
  2. Reports of Interviews
  3. Letters
  4. Notes of telephone conversations with reliable sources. The following are the methods by which every applicant's performance relative to housing will be obtained
  5. If CMHA personnel have questions about information received, they may contact the housing provider to obtain reliable and credible documentation
  6. CMHA may elect to utilize an agency to conduct applicant's history checks
  7. CMHA may elect to conduct home visits prior to housing applicants.
  8. CMHA will check detoxification centers to determine whether applicants have substance abuse problems, and whether the applicant's behavior may violate the Housing Authority Lease, House Rules, disturb neighbors, destroy property, or pose a threat to the community including, but not limited to property and persons. Documentation of recent or current use of illegal drugs by an applicant family member will be sufficient grounds for rejection of the application.
- E. An applicant's misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent.
- F. If, during the course of processing an application, it becomes evident that an applicant has falsified or misrepresented any facts about his/ her current situation, history, or behavior in a manner that would affect eligibility, local preference, selection criteria, allowances or rent the application will be rejected.

*Note: This provision will not be applied to minor mistakes in fact that produce no benefit to the applicant*

## **Exhibit 4 – Verification Procedure**

### **I. Required Verifications**

All of the following items must be verified as described in this exhibit and in accordance with the established Admission & Occupancy Procedures:

- A. Eligibility for admission and continued occupancy:
  - 1. Income, assets, asset income
  - 2. Completion of qualified training program(s)
  - 3. Family Composition
  - 4. Social Security Numbers
  - 5. Birth Certificates
  - 6. Compliance with community service requirement(s)
  - 7. Local Preferences, if any:
  - 8. Families earning less than 30% of median income as adjusted for family size
  - 9. Families earning 30% or more of the median income as adjusted for family size
  - 10. Veterans' status, disabled, and elderly
  - 11. Allowances:
  - 12. Age, disability or handicap of family members
  - 13. Full time student status
  - 14. Childcare costs
  - 15. Handicap expenses
  - 16. Medical costs for elderly families
- B. Compliance with Applicant Selection Criteria:
  - 1. Documented ability and willingness to abide by CMHA lease requirements
  - 2. Previous history of tenancy, rent payment, caring for a home / apartment
  - 3. Criminal activity of any family member
  - 4. Special Needs Housing

### **II. Documenting Applicant/Tenant Eligibility**

- A. All of the above information must be documented with the appropriate verification forms and placed in the applicant or tenant file.
- B. Only information that is verified within 120 days of the move in month may be used for certification or recertification. Verified information obtained after application intake that is less than 120 days old does not need to be re-verified. Please note that verifications must be within 120 days of the move in date or effective date of recertification.
- C. Documentation of the verification process may include:
  - 1. Checklists completed in the interview, signed by the client
  - 2. Verification form completed and signed by third parties
  - 3. Reports of interviews
  - 4. Letters
  - 5. Notes of telephone conversations with reliable sources

6. Tenant Certification
  7. At a minimum, the Occupancy Specialist must record for the case file reports obtained from third parties as a result of telephone conversations indicating the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received
- D. Verification Preference There is a designated preference for the sources of verification used to determine applicant and tenant eligibility as follows:
- Verifications received directly from the third party in writing – most acceptable or verified through the UIV system
  - Third party verification obtained from a telephone call, which must be documented in the case file - acceptable
  - Documents provided by the applicant or tenant coming indirectly from a third party, such as pay stubs, OWF, childcare, medical expense after documenting the fact that the verification could not be obtained directly from the third party
  - Affidavits from the family
- E. Prudent Person Concept
1. CMHA staff will use prudent judgment to assess the credibility of any verification submitted by an applicant or tenant. If staff considers documentation to be doubtful, it must be reviewed by the Occupancy Specialist's supervisor will make a determination. Staff will continue to pursue credible documentation/verification until it is obtained or the client is rejected or evicted, whichever applies, for failing to produce the documentation required.
  2. Any information provided by the applicant or tenant that proved to be untrue may be used to disqualify the applicant for admission or continued occupancy on the basis of attempted fraud. CMHA considers false information about the income, assets, family composition, social security numbers, Local Preference(s), allowances, previous tenant history or criminal grounds for rejecting an applicant or for eviction of a tenant. Unwitting errors that do not secure an advantage with regard to program eligibility, preferences, or rent will not be used as a basis for application rejection.

#### IV. Sources of Verification

- Credit Check services
- Family social workers, parole officers, court records, accredited drug treatment centers, clinics, physicians
- Information supplied by the client at interview or home visit
- Landlord record services
- Police departments
- Present and prior landlords or housing providers
- Present and prior employers

V. Documentation Issues

- A. Annual income and adjusted income must be computed in accordance with the definitions and procedure established in Federal law and set forth in the Admission & Occupancy Policy.
- B. Each file must be documented to show that CMHA staff diligently attempted to obtain third party written verifications before relying on a lesser acceptable form of verification. If the Third party written documentation is not available, the reason will be documented in the client file.
- C. Verification of Annual Income
  - 1. Projections of annual income are based on the most accurate information with consideration of the current income rate, effective date, and include estimates for each income source in the household / family. At least 4 – 6 or 8-12 consecutive bi-weekly pay stubs are needed to confirm payment
  - 2. Irregular workers will be estimated on the basis of the most accurate information available, with consideration of earning ability and work history.
  - 3. Overtime income is computed in accordance with verification obtained from the employer unless other verification obtained can be considered more reliable or accurate.
  - 4. Persons who work seasonal jobs, such as construction, school employees, etc. may have the income calculated in one of two ways
    - a. The verified income can be annualized i.e. Bi weekly pays multiplied by 26 weeks and the rent based on that total gross. If the rent is calculated in this manner, the tenant is entitled to an interim adjustment at the end of their work season and rent will be increased again at the beginning of the new work season
    - b. The verified income can be calculated based on the number of pay periods worked through the work season i.e. the biweekly pay is multiplied by 18 weeks and the rent based on that total gross. If the rent is calculated in this manner, the tenant **is not** entitled to an interim adjustment at the end of their work season

## Exhibit 5 – Calculating Applicant/Tenant Rent

### I. Determining Total Income

- A. Secure verification of all sources of income to the household
  - 1. Determine whether it is included or excluded income (Income from certain sources is excluded – see inclusion/exclusion list)
  - 2. Determine if earned income received is excluded if received by a household member under age 18
    - a. When calculating countable earned income, you must determine the most accurate assessment of annual gross earnings therefore the income should include the maximum projected work hours, all overtime, bonuses and commissions that may be received as well as any projected salary increases that will occur during the lease period
    - b. To best assess the income, third party statements from the employer (or the Works or UIV) should list the start date, hourly or other wage, frequency of payment, overtime projected, raises projected to occur during the lease period.
    - c. In lieu of such third party statements, at least six (6) consecutive pay stubs must be obtained
    - d. These pay stubs must include the person's name, social security number gross earnings and year to date earnings
    - e. If the applicant or tenant has been with the same employer since the beginning of the calendar year, you may want to average the year to date earnings to determine a weekly, monthly or other average
    - f. Document the case file to explain how the annual income was determined and why one form of verification was used over another

### B. Special Verification Steps

- 1. When looking at ADC and SSI make sure that the amount received is equal to the payment standard
  - a. If the ADC amount received is greater than the payment standard for that family size, the difference reflects the addition of the work allowance which is excluded
  - b. If the ADC amount received is less than the payment standard for that family size, the reason for the difference must be explored and verified
    - 1) Possible reasons for the difference include income from another source, such as employment, SSA, other annuities etc.)

- 2) The difference may also occur as a result of a sanction against the household due to some failure to comply with the self-sufficiency plan. In these cases the total amount of the ADC payment must be counted as income (this is called imputed income)
- c. If the SSI amount received is less than the current payment standard for a single individual, the reason for the difference must be explored (normally the difference is a result of other income being received, recollection of an outstanding overpayment or a retrospective adjustment to the payment due to income received three (3) months prior in excess of the SSI payment amount)
2. When verifying unearned income, a receipt payment statement from the source must be obtained
  - a. This would include award letters from the source or recent payment histories from the source, which are no more than 120 days old
  - b. Alternate sources which indicate income but cannot verify the amount includes bank or credit union statements reflecting direct deposit from some source (These documents cannot be used to verify the amount of income as they reflect the net payment after required deductions for such things as taxes, medical insurance, etc)
  - c. Determine the amount of income being received from assets, such as stocks, bonds, interest bearing checking or savings amount (The income for assets valued at less than \$5000 is based on the actual interest being paid; income from assets in excess of \$5000 is determined by using either the actual amount or the imputed interest rate, whichever is higher.
- C. Convert the income received to an annual amount by multiplying the average or regular income amounts by the frequency of payment i.e. weekly – 52, bi-weekly – 26, semi monthly – 24, monthly 12
- D. Total all countable income being received by the household and document the file to explain why any income received was not used in the rent calculation

## II. Determining Income Deductions and Exclusions

- A. Earned Income Disregard
  1. Determine whether the household is eligible for consideration of the earned income disregard based on the fact that one of the adult household members is now employed and meets one of the below criteria
    - a. Previous unemployment for the past 12 months
    - b. Underemployment during the preceding 12 months resulting in earnings of less than the equivalent 10 hours per week the federal



minimum wage (currently \$5.15 per hour; or \$2755 per year) earned during the preceding 12-month period from all employment sources

- c. Receipt of ADC or TANF benefits during the preceding 6-month period
  - d. Receipt of PRC benefits in excess of \$500 during the preceding 6-month period
  - e. Participation in a training program for which a training allowance or reimbursement for training related expenses is provided
2. When the answer to any of these questions is yes, additional verification steps must be obtained
    - a. Verification of previous unemployment based on work history, UIV, or receipt of unemployment benefits
    - b. Verification of past earnings based on W-2's from all previous employers, information from previous employers, etc.
    - c. Payment record from the Department of Jobs and Family Services of OWF (ADC, TANF) benefits received during the preceding 6 months
    - d. Verification from the Department of Jobs and Family Services of receipt of PRC in excess of \$500.00 during the preceding 6 month period
    - e. Verification of participation in a training program and all work allowances, or training allowances received
    - f. Verification of the countable income received during the preceding 12-month period
- B. Student Earnings
1. Determine the earned income received by an adult student in the household who is not the household head or co head (determinations of the head and co head are made by the household not CMHA)
  2. Disregard all but \$480 of the earned income being received
- C. Allowable Deductions
1. Secure verification of child care expenses (if any) being paid by a household member for a child age 12 and under
  2. Secure verification of medical expenses being paid for any household member in households where the head or co head is aged or disabled
    - a. The medical expenses includes: non reimbursed doctor visits and hospitalizations, prescription drugs, over the counter items prescribed by a physician, non reimbursed dental and vision care, home health care, medical insurance, travel to and from medical visits,
    - b. The medical expenses being paid for home care of a disabled household member or apparatus or equipment needed by the disabled/aged person so that a household member can be employed

- c. The medical deduction is the difference between the total annual expenses incurred by the household in a and b above and an amount that is 3% of the total household income after allowable exclusions
- 3. Give a \$400 deduction to any household containing and aged or disabled household head or co-head (spouse)
- 4. Give a \$480 dependent deduction for each child under age 18, disabled or aged adult other than the head or co-head in the household; or adult full time student in the household who is not the head or co head of the household (*full time student status usually means the student is carrying a workload of 12 or more credit hours per school term*)

### III. Rent Calculation

- A. Identifying Countable Income
  - 1. Add all countable income
  - 2. Subtract all exclusions
  - 3. Calculate the 3% threshold by multiplying the countable income after exclusions by 3%
  - 4. Subtract all allowable deductions including medical expenses in excess of 3% of the gross countable income
  - 5. The total remaining represents the net countable income to the household
- B. Determining Tenant Rent
  - 1. Since applicants and tenants are not supposed to pay more than 30% of their income for shelter, multiply the amount defined in A5 above by 30% to determine the maximum annual total tenant payment for shelter costs including rent and utilities, (round this number to the nearest whole dollar)
  - 2. Divide this number by 12 to determine the maximum monthly rent and utility payments the tenant can make, (round this number to the nearest whole dollar)
  - 3. If the household's income in step B2 above is less than \$50.00 the household is subject a minimum rent charge of \$50.00 Tenants may be given a hardship exemption from the \$50.00 minimum rent based on specific criteria on a case-by-case basis
  - 4. The utility allowance for the unit based on bedroom size is subtracted from the amount determined in step B2 or B3 above (note that at initial approval of a household for conventional housing prior to sending the file to a community with an available unit, the gross rent charge and subsequent security deposit will be the amount determined in step B2 or B3 above)
  - 5. If the balance, after subtracting the utility allowance the total tenant payment or the minimum rent is less than zero, the tenant would receive this amount as a utility reimbursement each month equal to this difference

## Exhibit 6 – Earned Income Disregard Procedures

*The United States Department of Housing and Urban Development (HUD) has established regulations to provide incentives to residents to strive toward self-sufficiency. These regulations provide for the use of income disregards so that rents remain the same for extended periods as households adjust to their new circumstances. (Ref.: PIH 98-2, 24CFR 5.603, 24CFR5.609, 24CFR 5.617, 24CFR 960.255)*

### I. Case Categories

- A. An Earned Income Disregard (EID) is appropriate Disabled families in Section 8 who, on or after October 1, 1999 had a disabled family member residing in their household who is participating in an employment training program and who had an increase in family income as a result of that family member's employment.
  1. Household is entitled to an earned income disregard equal to the incremental difference between the household's prior income and their income as a result of their participating in a qualifying training program
  2. A total of 100% of the incremental difference in income will be disregarded during the duration of the training program
  
- B. An Earned Income Disregard (EID) is appropriate for all current tenants of public housing and disabled families in Section 8 who, on or after April 1, 1999 had a family member residing in their household who received benefits from Ohio Works First, Temporary Assistance to Needy Families, Aid to Families with Dependent Children, or Prevention, Retention, Contingency in an amount greater than \$500, within six (6) months of becoming employed, and who, on or after October 1, 1999 had an increase in family income (***Note the disabled person must be the person who becomes employed in order to qualify for the income disregard for disabled families***)
  1. Household is entitled to an earned income disregard equal to the incremental difference between the household's prior income and their income as a result of the family member's new employment
  2. A total of 100% of the incremental difference in income will be disregarded during the first 12 months following employment; and, 50% of the incremental difference during the second 12-month period.
  3. The 24 months of disregard cannot exceed 4 years beginning the date of the qualifying employment
  4. The monthly entitlement to the disregard need not be consecutive so long as the time from the beginning of subject's first employment does not exceed 4 years
  5. The monthly entitlement to the disregard need not be consecutive so long as the time from the beginning of first employment or income increase does not exceed 4 years
  
- D. An Earned Income Disregard (EID) is appropriate for all current tenants of Public Housing and all disabled families on Section 8 who, on or after October 1, 1999, had an increase in family income as a result of employment of a member of the

tenant's family who had been unemployed for one or more years, or underemployed who earned in the previous twelve months no more than would be received for ten hours of work per week for 50 weeks at minimum wage. (currently \$2575.00) (*Note the disabled person must be the person who becomes employed in order to qualify for the income disregard for disabled families*)

1. Household is entitled to an earned income disregard equal to the incremental difference between the household's income prior to employment and its income as a result of the family member's new employment following a 12-month period of unemployment
2. Household is entitled to an earned income disregard equal to the incremental difference between the household's prior income and their new employment income after qualifying unemployment
3. A total of 100% of the incremental difference will be disregarded during the first 12 months following employment; and, 50% of the incremental difference during the second 12-month period
4. The 24 months of disregard cannot exceed 4 years beginning the date of the qualifying employment
5. The monthly entitlement to the disregard need not be consecutive so long as the time from the beginning of subject first employment does not exceed 4 years

**II.** Case Identification At the time a resident presents him or herself to report a change during the interim or annual review processes, the Housing or Occupancy Specialist must evaluate the household for entitlement to an earned income disregard based on the above stated criteria. The following questions may assist in determining if the household is eligible for an Earned Income Disregard

- A. During the period April 1, 1999 through the present, a disabled member of a disabled household participating in a self sufficiency program
- B.** October 1, 1999 a household member (including disabled household members in Section 8 disabled families) was unemployed due to a layoff for less than 12 months and plans to return to the same job? **In this case they are not eligible for an earned income disregard based upon reemployment?**
- C.** Beginning October 1, 1999 a household member (including disabled household members in Section 8 disabled families) was unemployed for 12 months or more and became employed. **The household would be eligible for a 100% earned income disregard for 12 months and a 50% earned income disregard for 12 months**
- D.** Beginning October 1, 1999 a household member (including disabled household members in Section 8 disabled families) was underemployed and earned less than the annual equivalent of 10 hours per week for 50 weeks at federal minimum wage (currently this would amount to \$2575) and became employed, **the household would be eligible for a 100% earned income disregard for 12 months and a 50% earned income disregard for 12 months**
- E.** Did the household (including disabled household members in Section 8 disabled families) receive any TANF (OWF, PRC, etc) benefits of more than

\$500.00 in the six (6) months prior to moving to new employment. ***The household would be eligible for a 100% earned income disregard for 12 months and a 50% earned income disregard for 12 months***

### III. Case Processing

#### A. Worker Responsibilities

1. If the answer to any of these questions results in the possibility of the family being eligible for an earned income disregard, the Housing or Occupancy Specialist must identify verification items, which substantiate the household's claim, such as:
  - a. Income tax records for the preceding year showing all the income
  - b. Verification of income from OWF or PRC assistance received from the County Department of Jobs and Family Services
  - c. Verification of unemployment or underemployment for the preceding 12 months or more
  - d. Verification of all income received during the preceding 12-month period including: loans, gifts from friends or family, Child Support, BUC, DA etc.
2. Secure all necessary verification obtained to substantiate the Earned Income Disregard
3. Identify the basis (this should be the amount of income attributable to the newly employed household member used to determine the household's rent for the month immediately prior to the new employment or increased wages and is listed as the gross income on the tenant accounting worksheet. (This is referred to as the basis) ***Note: for some household members, there is a zero basis as there was no income attributable to them in the month prior to this new employment or increased wages***
4. Calculate tenant's total future income from employment and any other sources (see examples in Appendix 2)
5. Subtract the appropriate basis from the projected future income to determine the *incremental* increase (this is the excluded income amount)
6. Subtract this amount from the total projected income to determine the disregard (***Note that during the second 12-month period, only 1/2 of the incremental difference is used as an income disregard***)
7. Identify and apply all allowable deductions
8. Determine whether the household is in the first 12 months or the second 12 months of EID eligibility
9. Determine the number of months remaining of the first or second year of disregard entitlement
10. Update CCS (and RTS) to reflect the new income, disregard amounts, and deductions (gross rent and utility allowance are calculated and input by CCS) adjusting the annual review date to correspond with the 12-month EID eligibility periods

11. Record in the “Notes” section the tenant’s EID eligibility and when adjustments need to be made based on continued employment.
12. Complete and send a notice to the tenant explaining the EID process, the basis of the rent calculation and the tenant’s full hearing rights
13. Prepare a tickler to keep track of when adjustments must be made for each household eligible for EID to track the entitlement of all appropriate household members which includes:
  - a. The tenant’s identifying information (name, client number, tenant number)
  - b. The beginning date of EID eligibility
  - c. The 4-year end date of EID entitlement based on the determined beginning date of EID use
  - d. The end date of EID eligibility based upon changes in household circumstances
  - e. The number of months of phase 1 (the first 12 months) EID eligibility used
  - f. The number of months of phase 2 (the second 12 months) EID eligibility used
  - g. The final end date of EID eligibility

***Note: as household members qualify for EID their basis and entitlement periods must be tracked to ensure that adjustments are made appropriately.***

14. Give the package to the appropriate supervisor for review and approval

#### IV. Routine Case Processing

- A. At the time the tenant who had previously been identified as an EID case reports a change in circumstances that affects the future rent, the Housing or Occupancy Specialist will:
  1. Pull and review the existing file to identify all changes, which need to be addressed
  2. Determine whether the change in circumstances will affect the earned income disregard calculation
  3. Gather all required verification to make the adjustment including such items as pay verification, employment termination notices, BUC claim information, OWF notices, etc. (RTS has been reprogrammed to include income verification requests automatically when the tenant says that they have received OWF or PRC, are employed or self employed, or are participating in a training program or other self sufficiency program)
  4. Rent Adjustments
    - a. If the change will result in a decrease in rent, the Occupancy Specialist will calculate the new rent amounts and make the adjustments in CCS effective the month following the month the tenant reported the change



**Note: If the change involved the EID eligible household member, the EID entitlement months are suspended. The maximum 48-month entitlement period continues to roll**

- b. If the change will result in an increase in rent, the Specialist calculates the new rent, utilizing the new appropriate income amounts to determine the exclusion amount, and the effective date of the change allowing the tenant a full thirty day notice period

**Note: Once the EID entitlement period begins, the basis remains the same throughout the entire entitlement period – up to 4 years**

- c. The Specialist will forward the package to the Supervisor for review and processing

B. Supervisory Responsibilities

- 1. The supervisor will review the materials received from the worker for completeness and correctness
- 2. The supervisor will check the tickler to determine how many months of EID eligibility remain in either phase I or phase II and of the maximum 48 month entitlement period
- 3. The supervisor will confirm the effective date of the change based on when the change was reported

V. Control and Monitoring

A. Initial Tickler Creation

- 1. At the time the Housing or Occupancy Specialist completes an interview with a household who potentially has EID eligibility based on the criteria in Section I above, will generate an EID tickler for future reference
- 2. The supervisor will review the package to ensure that the household has EID eligibility and the correct effective date(s) of the income disregard(s) have been used and will annotate the tickler to reflect entitlement periods
- 3. If the file needs to be corrected, the supervisor will return the package to the Specialist for correction and post on the Exhibit E form pending actions
- 4. Upon receipt of the corrected file the supervisor will review the materials received from the worker for completeness and correctness
- 5. The supervisor will check the tickler to determine how many months of EID eligibility remain in either phase I or phase II and when follow up action will be required
- 6. Update CCS (and RTS) to reflect the new income, disregard amounts, and deductions (gross rent and utility allowance are calculated and input by CCS)
- 7. Update tickler to reflect changes in household circumstances
- 8. Send a notice to the tenant identifying the new rent amounts, the basis of the rent calculation and the tenant's full hearing rights

B. Control File Update

1. As changes occur in EID eligible household, the Occupancy Specialist will complete the change in accordance to the procedures outlined in IV A above
2. Deliver the file and the new action to the supervisor for review
3. The supervisor will review the file as defined in steps IV B above
4. The supervisor will update the Earned Income Disregard Exhibit E summary form and return it to the file
5. Forward the package to the manager to update the tickler file

## Exhibit 7 – Minimum Rent Hardship Procedures

- A. Minimum Rent Hardships must be verifiable as being of a long-term basis. Proper verification of resident claims is required.
- B. The family has lost eligibility for or is pending eligibility for a Federal, State, or locally funded Training and/ or Assistance Program; the client must document the following in order to initiate the Special Review:
  - 1. Documentation of the reason Training and/ or Assistance was terminated
  - 2. Documentation of the type of funding (Federal, State, or Local Government) for the Training and/ or Assistance Program
  - 3. Documentation of the application date and time frame allotted to process the application for Training and/ or Assistance Program
  - 4. If the eligibility was terminated or application for training and/or assistance was denied:
    - a. the initial determination made by the third party will be considered
    - b. non-compliance determinations will not be considered
    - c. determinations indicating that the individual is capable of working will not be considered
- C. The family may be evicted as a result of the imposition of the \$50 minimum rent requirement; the client must document the following in order to initiate the Special Review:
  - 1. **Documentation of monthly living expenses**
  - 2. **Copies of current utility bills including phone and cable service**
  - 3. **Documentation of how rent was paid for the past 6 months**
  - 4. **Documentation of application for employment, training, and/ or assistance**
- D. The income of the PHA resident family has decreased due to a change in circumstance as it relates to family composition or loss of income; the client must document the following in order to initiate the Special Review:
  - 1. Documentation of the reason for termination or loss of income
  - 2. Documentation of application for employment, training, and/ or assistance
  - 3. Documentation of the change in family composition
- E. A death in the PHA family has occurred; the client must document the following in order to initiate the Special Review:
  - 1. Documentation of the death that occurred
  - 2. Documentation of the loss of income and/ or expenses incurred as a result thereof
  - 3. Documentation of application for employment, training, and/ or assistance.
- F. Once the above procedures have been followed, the Hardship Review will be forwarded to the designee for review and determination. Failure to submit all information will result in a denial of the request.
- G. The Hardship status of a resident will be redetermined annually at minimum. All changes in resident's income status must be reported to the Property Manager.

## Exhibit 8 – Community Service

- I. Policy Statement and Governance Under Section 12 of the United States Housing Act of 1937, adult residents (18 and older) of designated Public Housing communities are required to perform eight (8) hours of community service each month; participate in 8 hours of training, counseling, classes or other activities each month that help the individual toward self sufficiency and economic independence; or a combination of both to maintain eligibility to reside in public housing unless the tenant is otherwise exempt. In order to implement this requirement, CMHA proposes to adopt the following policy to comply with this requirement.
  
- II. CMHA Policy
  - A. General Requirements
    1. Each adult member of the resident household in a low-income public housing  
*(Note: the limitation of this requirement to residents of Hope VI communities was repealed by PIH 2003-17 issued 6/20/03)* must contribute eight hours per month of community service, excluding political activities, or participate in an economic self-sufficiency program unless he or she is exempt for one of the following reasons:
      - a. Household member is 62 years or older
      - b. Household member is blind or disabled
      - c. Household member is the primary care giver for someone who is blind or disabled living in the household
      - d. Household member is engaged in employment at least 30 hours per week
      - e. Household member is enrolled in any state or local college or accredited vocational school at least 30 hours per week
      - f. Household member is receiving assistance under a State program funded under Part A, Title IV of the Social Security Act or any other State welfare program; **and** participating in a self sufficiency program including, welfare to work; and are in compliance with that program.
    2. Allowable Activities  
CMHA has identified public housing communities, social service agencies, local schools, and the Human Services Office, which may have volunteer, community service, self-sufficiency programs available, including:
      - a. Community Service Programs
        - (1) Work at a local institution such as a school, childcare center, hospital, hospice, recreation or senior center, adult day care center or homeless shelter
        - (2) Work with non-profit organizations that serve CMHA's communities

- (3) Help with children's or adults' programs conducted at the community,
- (4) Work through the Resident Council to help other residents with problems, or as an officer of the Resident Council
- (5) Provide childcare for other households so that they may complete their community service/self sufficiency activities
- b. Self Sufficiency Programs
  - (1) Job readiness programs
  - (2) Job training programs
  - (3) GED Classes
  - (4) Substance abuse or mental health counseling
  - (5) English as a Second Language (ESL) classes
  - (6) Apprenticeships
  - (7) Budgeting and credit counseling
  - (8) Full time student status at any school, college or vocational school
  - (9) Any kind of class that helps a person move toward economic independence
- c. Furthermore, CMHA may create volunteer positions such as hall monitoring, litter patrols, block watch, assistance to seniors in the community, or other positions that provide a benefit to the community.
- 3. Property Manager will routinely confirm the tenant's participation in established community service/self sufficiency activity
- 4. Property Manager will notify the resident family of failure to comply with the community service requirement and right to the resident grievance procedure [24CFR§966B]. If a determination of noncompliance with the community service requirement is made, the household must enter into an agreement to comply and comply, or the lease will be terminated.
- 5. Property Manager will offer the resident family with non-compliant members the opportunity to enter into an agreement prior to the date of next reexamination to correct this deficiency. This includes agreement to enter into an economic self-sufficiency program and/ or contribution of community service hours required to fulfill said requirements. The duration of the agreement will occur over the next twelve-month period beginning on the date of reexamination, Designated household members must remain in compliance with current year requirements. Failure to comply with the agreement will result in the HA taking action to terminate the lease.

### III. III. Procedural Steps

#### A. Initial Identification

- 1. At the time of lease execution, the Property Manager will review all required move in documents for the new tenant's signature
- 2. Secure updated verification, as needed to complete an adjustment to the

- tenant's rent
  - 3. Explain the Community Services Program and provide the tenant with a written summary of the program, exemptions, and its requirements
  - 4. Identify household members who are exempt from participation as defined in Section 1 a – f above
  - 5. Secure the tenant's signature on a certification of agreement to comply with the requirements of the Community Service Program
- B. Tenant assignment
  - 1. The community Property Manager will identify for the tenant the specific work activity that must be performed to comply with the Community Service requirements
  - 2. The community Property Manager will review annually assignments and attendance records to ensure that the tenant is meeting the Community Service requirement
  - 3. CMHA will contact all tenants who have failed to meet their monthly obligation to review the consequences of such actions in July of the preceding year.
  - 4. The Community Property Manager will secure the tenant's agreement to comply with their assignment requirements during the current year as well as the year beginning with their next annual review
  - 5. If the Community Property Manager finds at the next annual review that the family is still not complying with the Community Service requirements, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member(s) move(s) out. The tenants may use the full grievance processes to protest the termination of the lease for noncompliance with the Community Service Requirements
- C. Admissions and Continued Occupancy Ongoing Tenant Identification
  - 1. At the time a resident is in the office to complete an interim or annual review, the Occupancy Specialist will review with all adult household members the Community Service requirements
  - 2. The Occupancy Specialist will identify all mandatory participants and advise persons claiming exemptions what verifications are required to confirm their exemption status
  - 3. The Occupancy Specialist will provide the adult household members with copies of the general notification letter and the list of exemptions
  - 4. Upon the completion of the review, the Occupancy Specialist will note in CCS the eligibility decision and any relevant information regarding Community Service for adults in the household.
- D. The Community Property Management Staff will follow up with required tenants as spelled out in II A and B above.



## Exhibit 9 – Annual Review Procedures

### I. Case Identification

- A. On approximately the 15<sup>th</sup> day of each month, the Admissions and Occupancy Supervisors shall create lists of households due for review by accessing the Management section of PHAMS
  - 1. The supervisor accesses the “supervision” screen
  - 2. The supervisor accesses the “Create Annual Reviews”
  - 3. Supervisor selects the appropriate month
  - 4. PHAMS then generates a listing of households due
  
- B. Occupancy Specialist’s Responsibilities
  - 1. The Occupancy Specialist accesses the “Scheduling Reviews” screen of PHAMS via the Processing, maintenance, scheduling, and schedule reviews menu items
  - 2. The Occupancy Specialist enters the tracking number for the household
  - 3. The Occupancy Specialist enters the tenant’s name in the appropriate field and the date and time of the scheduled recertification interview
  - 4. The Occupancy Specialist schedules the tenant in for a complete interview

### II. Re-certification Interview Activities

- 1. The Occupancy Specialist conducts an interactive interview via the Recertification Tracking System (PHAMS) to secure information regarding all eligibility factors including
  - 1. Family size/composition including name, age gender and relationship of all hh members
  - 2. Income and assets of all hh members
  - 3. SSN for all hh members
  - 4. Full time student status
  - 5. Total medical expenses
  - 6. Child care expenses
  - 7. Disability assistance expenses
  - 8. Reason for requesting a larger unit than applicable based on hh size
  - 9. Citizenship
  - 10. Preference status
  - 11. Income status
  - 12. Address and telephone number
  - 13. Disability of any family member
  - 14. Review the Community Service Requirements for all adult household members
  - 15. Suitability of all adult household members as confirmed by information from *Court View* and/or *the Ohio Offenders search engines*

- B. The Occupancy Specialist identifies all needed verification, and:
  - 1. Secures all adult tenant(s)' signatures on all forms and documents used to secure information from third parties.
  - 2. Collects verification the tenant brings to the interview, records information in PHAMS regarding the items received during the interview and makes copies of documents as appropriate for inclusion in the recertification package
  - 3. Identifies sources of third party verification and generates the needed letters via the computer system to those sources for information
  - 4. Provides tenant with a written list of needed verification on a "Needs More" letter (CMHA 2804) with the deadline for the submission of identified items (tenants have 20 calendar days to return the requested verification before a second request is sent
- 3. Follow Up
  - 1. Sends tenant a second "Needs More letter"(CMHA 2804)" if all items are not received within 20 days of the mailing of the first "Needmore" letter generated by PHAMS. If all information is not received within the allowed time frames, the Occupancy Specialist will propose to terminate tenant's lease.
  - 2. The Occupancy Specialist will access the Public Housing Application menu of PHAMS to reflect proposed termination of benefits and generate appropriate notices to the tenant and the Property Manager regarding future subsidy payments.
  - 3. The Occupancy Specialist will then enter the information into PHAMS
  - 4. Upon receipt of all required verification, the Occupancy Specialist checks PHAMS to confirm that all system requirements have been met
  - 5. The Occupancy Specialist then makes a determination of continued eligibility and calculates tenant payment utilizing the Income Calculation Worksheet
  - 6. The Occupancy Specialist enters all required information into PHAMS to update that system and then updates PHAMS to reflect completion of the recertification process
  - 7. As appropriate, the Occupancy Specialist assigns minimum rent to zero income hh or flat rents to households who so elect to use flat rents
  - 8. The Occupancy Specialist prepares and generates all appropriate notices via the computer, reflecting the case disposition
  - 9. The Occupancy Specialist gives the completed package to the supervisor for review and action
- 4. Supervisory Responsibilities
  - 1. The Admissions and Occupancy Supervisor reviews the completed package received from the Occupancy Specialist for accuracy and completeness. The package will be rejected back to the clerk if errors or inconsistencies exist
  - 2. If correct, the Admissions and Occupancy Supervisor mails notices for all appropriate parties advising of the final disposition on the case

3. Case Routing
  - a. If the application is approved, a copy of the application package is made, and the original package is sent to the designated Property Manager for leasing
  - b. If the application is denied, the package is filed in the “Rejected/Withdrawal” file
- E. Upon completion of any second party review by the supervisor, the Occupancy Specialist files the completed package in the tenant file

## Exhibit 10 – Public Housing Interim Review Procedure

### I. General Procedures

- A. An interim review will be required when:
1. The Occupancy Specialist cannot accurately project an annual income due to frequent short-term employments or other changes in circumstances
  2. The tenant submitted false, incomplete or inaccurate information at their last review
  3. When changes occur involving income, expenses or household composition
  4. Additional information not provided prior to move in is requested

### B. Reporting/Scheduling Requirement

1. Changes in a subsidized household involving income, expenses or household composition must be reported to the community manager **within 10 working days of their occurrence.**
2. In situation number 3, the family will be scheduled for interim review immediately upon discovery of stated circumstances.
4. Zero incomes will first be reviewed in EIV every 180 days for income verifications. Those zero incomes displaying income will be scheduled for interim interviews.

### C. Processing Standards

1. Changes resulting in decreases in tenant rent reported timely shall be effective the first day of the month following the reporting of the change
2. Changes resulting in increases in tenant rent reported timely shall be effective the first day of the month following the 30-day notice period.
3. Changes resulting in increases in tenant rent reported timely shall be effective the first of the month following the completion of all case verification and processing (**NOTE: cases not reported timely are not eligible for retroactive benefits back to the first of the month following the date of change.**)
4. Changes resulting in tenant rent increases not reported timely should be effective the first of the second month following the change regardless of when the change was reported. These processing standards apply even if CMHA is **also** untimely in its processing of the case

### 2. Initial Processing Activities

#### A. Applicant/ Tenant's Responsibilities

1. The applicant/tenant must report all changes in income, assets and family composition within 10 days of the change's occurrence
2. If due to holidays and/or week-ends the change cannot be reported before the end of the month in which the change occurred, the change will be considered reported timely if the change is reported within the first ten (10) calendar days following the month in which the change occurred
3. Families who are granted an interim rent reduction due to zero income will be advised that they are required to report any increases in household

- income within ten days of the occurrence.
- 4. Changes in family composition must be reported within ten days of the occurrence. Except for natural births, no additions to the household may be made without prior written approval of the CMHA.
- 5. Any adult wishing to be added to an existing household will be treated as an applicant and be assessed for income eligibility and suitability

**B. Community Manager's Role**

**1. Instant Interims**

- a. At move in, the Community management will review the move in package with the prospective tenant and identify any new or additional information the applicant needs to submit to update the existing file if a change has occurred or to supplement the existing file
- b. Should the verification of income, assets and family composition be approaching the 120-day limit, the community will process the move in and do an "instant interim".
- c. The Community management will complete the Interim Request form (CMHA 2373) and secure all necessary verification from the tenant to substantiate the change.
- d. These instant interims will be labeled "New Move In-Interim Change" on the Interim Review Form (CMHA 2373), and need to be expedited by Admissions and Occupancy upon receipt.
- e. The Community management will send these documents to the assigned worker for that community via their supervisors to complete the interim so that the rent can be adjusted effective the next month.

**2. Routine Changes**

- a. The tenant will contact the Community management to report a change in circumstances as described in I A 1. above
- b. The Community management will review with the /tenant the nature of the change and it's duration
- c. The Community management will advise the tenant of the types of information needed to substantiate the reported change

**3. Community Management Action Steps**

- a. The community management will complete an Interim Review Form (CMHA 2373) reflecting the reported change, and the management's decision to schedule an appointment for the interim
- b. Discuss the Community Service Requirements with the adult household members and the ramifications of failing to comply if required
- c. The Community Manager will advise the tenant that no action can be taken for any changes of a temporary nature expected to last 30 days or less
  - (1) If the change is of longer duration, will secure from the tenant verification available to substantiate the reported change

- (2) If the change warrants a review by the Occupancy Specialist, will record the appointment time on the request form; identify verification/documentation needed, secure copies of all available verification/documentation to substantiate the request
- (3) If the change is expected to last 30 days or less or resulted from reduction or termination of OWF benefits due to failure to comply with the self sufficiency requirements, the Community Management will advise the applicant/tenant that no interim adjustment to the rent will be made
- (4) Record the disposition of the Interim Review request of the request form:
  - d. The Community Management will contact the Occupancy Specialist to arrange for an appointment for the tenant to be interviewed
  - e. Advise the tenant that the request for an interim review will be sent to the assigned Occupancy Specialist for follow up
  - f. Attach copies of the verification/documentation to the request form and send it to the assigned Occupancy specialist via the A and O Manager
  - g. Give the tenant a copy of the request form reflecting any additional information needed and the appointment time with the worker
  - h. Retain a copy of the request as a tickler for action by the Occupancy Specialist and receipt of a copy of the action taken.

*Note: Only the items changed from the most recent review need to be re-verified*

### **III. Admissions and Occupancy Activities**

#### **A. A and O Screening**

1. Upon receipt of the Interim Review Request, will check file to determine possible impact of the change on the household and whether other actions are needed or due i.e. the tenant is due in for a regular review that has been or shortly will be scheduled.
2. Print a copy of the Tenant Accounting Worksheet to use as a guide when conducting the interview

#### **B. Tenant Interview**

1. When the tenant comes in, the Occupancy Specialist will conduct an interview with the tenant to get complete information regarding the change and to update the case file (both hard copy and computer file) to reflect the change



- a. The Occupancy Specialist will
    - (1) Conduct an interview with the tenant(s) and identify any additional verification still needed to process the change
    - (2) Evaluate the tenant's potential eligibility for any income exclusion or disregard
    - (3) Indicate that the verification must be returned within 10 calendar days or the action will be deemed untimely
    - (4) Annotate the Tenant Accounting Worksheet to reflect the changes the applicant/tenant reported during the interview and have the applicant/tenant sign the form attesting to the validity of the reported change information
  - b. Upon receipt of the verification, the Occupancy Specialist will
    - (1) Recalculate the rent based upon the new information provided using the Income Calculation worksheet
    - (2) Determine whether there are any credits or retro charges associated with the change due to untimely reporting or verification
    - (3) If the change results in a decrease in rent, update CCS to reflect the new rent amount and the appropriate effective date of the change.
  - c. If the tenant fails to provide all required verification, the Occupancy Specialist will:
    - (1) If the reported change had resulted in a decrease in rent, process the action as a withdrawal due to the tenant's failure to complete the review process therefore no change in rent would occur
    - (2) If the reported change would have resulted in an increase in rent, process the change based on the information provided and makes the change effective the first month after processing
  - d. Update the notes in CCS and the case file to reflect final disposition on the reported change
2. The Occupancy Specialist will send notification to the tenant of:
    - a. The action taken and the effective date of the action taken if the change was processed
    - b. The denial of the action due to the tenant's failure to provide required verification,
    - c. Their rights to all hearing steps
  3. The Occupancy Specialist will complete a manager's package consisting of the following and send it to the community for their files
    - a. A copy of the Certification Checklist
    - b. A copy of the revised budget worksheet and Tenant Accounting Worksheet reflecting the change has been processed through CCS
    - c. An annotated copy of the Interim Review form
    - d. The annotated Tenant Accounting Worksheet the tenant signed at the interview

- e. Copies of verification substantiating the action or inaction
  - f. Copies of all notification letters sent to the tenant or on their behalf as part of the verification process
4. The Occupancy Specialist will give the completed package to the supervisor for review and correction as needed
  5. Upon Supervisory approval, the Occupancy Specialist will make a file copy of the Manager's package for inclusion in the Central Office files and send the Manager's package to the appropriate community for inclusion in the community file

*Note: In instances where verified information show that families paid a lower rent than they should have, due to fraud, misrepresentation or concealment of relevant information, rent will be re-computed and will be retroactively charged for such periods.*

#### IV. Processing Standards

##### A. Procedures When the Change is reported in a Timely Manner

1. The Specialist will notify the family in their monthly rent payment as follows:
  - a. The family will be given a 30-day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective on the first of the month at least thirty days after the mailing of the notice
  - b. Decreases in the tenant rent are to be made effective the first of the month following the change. However, no downward rent adjustments are to be processed until all the facts have been verified, even if a retroactive adjustment results.
  - c. The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification sent to the third party. Verbal confirmation by the tenant will not be acceptable.
2. Procedures when the Change Is Not Reported in a Timely Manner
  - a. If the family does not report the change by the end of the month in which the change occurred, or within the 10-day grace period, the family will be considered untimely in their reporting of the change
    - (1) **Increased Tenant Rent:** The change will be effective retroactive to the first of the month following the month in which the misrepresentation occurred.
    - (2) **Decreased Tenant Rent:** The change will be effective on the first of the month following completion of processing by CMHA and no retroactive credit will be issued

*Note. Deviation from normal effective dates is justified because of the tenant's failure to supply the required report.*

- b. The calculation methodology is the same even if there was change three or four years ago that the tenant did not report and should have. The change is retroactive to the original date even if

they have been changing jobs every six months and have not reported their job income at reexamination, as long as the family's change was made after the family became a participant. A history must be established to determine how much money the tenant owes CMHA.

3. Procedures When the Change Is Not Processed by CMHA in a Timely Manner
  - a. Timely processing is defined as the effective that would have been appropriate for the either the increase or decrease in rent
    1. If the rent is to increase, the effective date is no earlier than the first of the month at least 30 days following the mailing of the notice to the tenant
    2. If the rent is to decrease, the effective date is no later than the first of the month following the month in which the change was reported if the tenant reported timely, or all verification was provided if the tenant did not report or provide verification timely
  - b. If changes are not processed by CMHA staff in a timely manner as defined above, an increase will be effective on the first of the month at least 30 days after the notice is sent, regardless of when the tenant reported
  - c. If the change resulted in a decrease, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and a credit issued to tenant check will be sent to the tenant.

*Note: residents that take work to obtain the deferral of income and have a pattern of employment termination without good cause to avoid being employed at the next regular reexamination will be considered as misrepresenting the facts and subject to retroactive increases*

## **Exhibit 11 – West V. Bradley Agreement – 2001**

This agreement is executed by and between the Columbus Metropolitan Housing Authority (hereinafter “CMHA”) and the Legal Aid Society of Columbus (hereinafter “LASC”).

WHEREAS, CMHA and LASC, as counsel representing plaintiff residents in CMHA public housing programs, entered into an Agreement in 1981 in settlement of litigation then pending before the United States District Court for the Southern District of Ohio (*West, et. al. v. Bradley, et. al.*, Case No. C-2-81-110); and

WHEREAS, the parties, but mutual consent, modified the Agreement in 1994, and entered into a new agreement, such agreement having entirely superseded the 1981 agreement; and

WHEREAS, CMHA and LASC have mutually reviewed the CMHA application policies and desire to substitute this restated agreement of the parties for the former 1994 agreement;

Now, therefore, the parties agree as follows:

### § 1. CMHA Admissions Policy

CMHA will comply with the provisions set forth below regarding admissions procedures and shall amend its “Admissions and Occupancy Policy” to conform to these provisions, provided that the provisions set forth below will govern CMHA’s admissions policies and procedures if any conflict should exist between the provisions set forth below and CMHA’s Admission and Occupancy Policy.

2. An applicant for CMHA housing shall be placed on the waiting list for CMHA public or low rent housing within 60 days of initial written application, provided the application is completed, and provided applications are being accepted. An initial application is complete once all parts of the written application are filled out. An applicant shall be housed in accordance with CMHA preference policies and otherwise in order of application.
3. CMHA shall request required verification from third parties within such time as is necessary to meet the 90 day time limit described in this paragraph. If a third party fails to provide necessary verification within a reasonable time, CMHA shall allow the applicant an opportunity to provide alternative documentation. An application shall be considered to be rejected if required verification is not provided within 90 days of the applicant being called off the waiting list, unless CMHA and the applicant otherwise agree.
4. CMHA shall provide a timely written notice of denial to every applicant for CMHA public housing whose application is rejected, withdrawn or otherwise disapproved at any point in the application process. Such notice shall contain the reason for the denial, instructions on how to grieve such denial, including the address to which such grievance shall be sent, and a summary of the applicant’s grievance rights under CMHA’s Grievance Policy. The notice of rejection shall be mailed to the applicant’s last known address
5. An applicant for CMHA housing may grieve the rejection of his or her application within

30 days of the date the notice of rejection is mailed. The applicant may grieve rejection of an application by delivering or mailing a written grievance request to the address specified on the notice of rejection. A grievance request postmarked or CMHA date and time stamped on or before the thirtieth day following the date of mailing of the rejection shall be considered to be timely submitted. A grievance request postmarked or CMHA date and time stamped on or before the thirtieth day following the postmark date on the mailing envelope of the notice of reject shall also be considered to be timely submitted if, and only if, the applicant can produce the envelop in which the notice of rejection was mailed. No special words are required to be specified in a grievance request. CMHA may provide a grievance form to a rejected applicant as a matter of convenience, provided that an applicant shall not be required to use the form to make a grievance request.

6. An applicant who has timely grieved the denial of his or her application for CMHA housing shall be entitled to the full grievance rights of a CMHA resident.

§ 2. Modification

This Agreement shall be subject to all existing or future statues, regulations, handbooks and directives, federal or otherwise, regarding the subject of this agreement, and all administrative or judicial application or interpretation of such statues, regulations, handbooks and directives, provided that CMHA shall comply with the provisions herein unless otherwise mandated by superseding law.

§ 3. Prior Agreements

This Agreement supersedes all prior agreements between the parties related to *West v. Bradley*, including the 1994 Agreement, and constituted the entire agreement between the parties regarding CMHA admission procedures.

§ 4. Review

The parties agree to review this agreement within two (2) years of the date of signing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Dennis Guest

By

Dennis Guest, Executive Director

9-28-01

THE LEGAL AID SOCIETY OF COLUMBUS

Marcia L. Brehmer

By

Marcia Brehmer, Executive Director

9-28-01

## Exhibit 12 – Informal Settlement Conference

### I. Grounds for an Informal Settlement Conference

- A. In accordance with 24 CFR § 966.51, Applicants and/or Tenants have the right to request an Informal Settlement Conference for any action, inaction or charges applied by CMHA with the following expectations:

Because HUD has issued a due process determination that the law of the State of Ohio requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined hereinafter) before eviction from the dwelling unit, the Grievance Procedure will not be applicable to any termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CMHA property of other residents or employees of CMHA, or
2. Any drug-related criminal activity on or near CMHA property.
3. Disputes over the amount of rent due under the lease for the leased premises.
4. Charges levied by the HA due to damages to CMHA property allegedly caused by the Resident or Resident household members, guests, invitee; and
5. Conditions in the Resident's dwelling unit and/ or the need for repairs.

B. CMHA's Grievance Procedure will not be applicable to disputes between Residents not involving CMHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Residents and CMHA's Board of commissioners.

C. CMHA's Grievance Procedure will not be applicable to disputes arising from CMHA's denial of an Applicant's request for a Local Preference (24 CFR § 960.211 (k)).

### II. Procedural Steps

#### A. Applicants

##### 1. Notice Requirements – Applicants

- a. The applicant will receive a notice from CMHA at the time a decision regarding his or her application for Public Housing
- b. The notice will spell out the decision rendered, the reason for that decision and the applicant's right to an informal grievance by returning a request for an informal hearing to the Manager of Admissions and Occupancy within 30 days of the date of the notice letter.

##### 2. Applicant's Action

- a. If the applicant disagrees with the decision rendered by CMHA regarding their application for housing, they will send their request for an Informal Settlement Conference with the Admissions and Occupancy Manager either in writing or in person
- b. The applicant must make their request no later than 30 days from the date of the original decision notice



### 3. Manager's Actions

- a. Upon receipt of the request for an Informal Settlement Conference, it will be time and date stamped to document time and date of receipt
- b. The request will be forwarded to the Admissions and Occupancy Manager
- c. The Admissions and Occupancy Manager reviews the request to determine whether it is appropriate for an Informal Settlement Conference as described in I.A above
- d. If the request is valid, the A and O Manager will schedule the Informal Conference to occur within 15 days of the request and send a notice to the applicant's last known address scheduling the conference
- e. At the time that the Informal Settlement Conference is occurring, all parties present will identify themselves and their role in this process and provide identification confirming their role/relationship to the complainant
- f. During the conference the Manager will go over with the applicant the reason for the decision and obtain any documentation or verification, which would substantiate the applicant's claim that the application should not have been withdrawn
- g. The Manager will prepare a summary of the Informal Settlement Conference using the form depicted in (Addendum 3) recording the disposition of the conference and attach a copy of the Applicant/Tenant Formal Grievance Hearing request form (Addendum 4)
  - (1) If the original decision is upheld, the applicant is advised of this and the fact that they are still entitled to a Formal Grievance Conference if they so choose. The original decision will remain pending the outcome of any formal grievance or other legal action
  - (2) If the applicant's claim is upheld, the A and O Manager will have the application reinstated and a new disposition made regarding his or her application for public housing

### B. Tenants

#### 1. Notice Requirements

- a. The tenant will receive a notice from CMHA at the time a change in benefits or assessment of charges against the tenant for maintenance fees/damages
- b. The notice will spell out the action taken, the reason for that decision and the tenant's right to an informal grievance by returning a request for an informal hearing to Community Property Manager within 30 days of the date of the notice letter.

#### 2. Tenant's Action

- a. If the tenant disagrees with the decision rendered by CMHA regarding their application for housing, they will send their request for an Informal Settlement Conference with the Community Property Manager either in writing or in person
- b. The tenant must make their request no later than 30 days from the date of the original decision notice

3. Manager's Actions
  - a. Upon receipt of the request for an Informal Settlement Conference, it will be time and date stamped to document time and date of receipt
  - b. The request is directed to the Community Property Manager
  - c. The Community Property Manager reviews the request to determine whether it is appropriate for an Informal Settlement Conference as described in I.A above
  - d. If the request is valid, the Community Property Manager will schedule the Informal Conference to occur within 10 days of the request and send a notice to the tenant advising him or her of the scheduled appointment
  - e. At the time that the Informal Settlement Conference is occurring, all parties present will identify themselves and their role in this process and provide identification confirming their role/relationship to the complainant
  - f. During the conference the Manager will go over with the tenant the reason for the decision and obtain any documentation or verification which would substantiate the tenant's claim that the disputed action should not be taken
  - g. The Manager will prepare a summary of the Informal Settlement Conference using the form depicted in (Addendum 3) recording the disposition of the conference and attach a copy of the Applicant/Tenant Formal Grievance Hearing request form (Addendum 4)
    - 3.3.1 If the original decision is upheld, the tenant is advised of this and the fact that they are still entitled to a Formal Grievance Conference if they so choose. The original decision will remain pending the outcome of any formal grievance or other legal action
    - 3.3.2 If the tenant's claim is upheld, the Property Manager will make the adjustment to the tenant file and as appropriate, notify the A and O Manager of the need to make an adjustment to the tenant's file accompanied by all necessary verification/documentation
  - h. The Manager will send a copy of the Informal Settlement Conference Decision to the tenant, and the Director of Public Housing and a copy will be maintained in the applicant or tenant's file

## Exhibit 13 – Formal Grievance Conference

### I. Grounds

- A. When a Formal hearing is required a Formal Hearing may be requested if the applicant/tenant disagrees with the decision rendered by the A and O Manager or the Community Property Manager at the Informal Settlement Conference. No Formal Grievance Conference may be conducted until the Informal Settlement Conference process is completed
1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
  2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from CMHA's utility allowance schedule.
  3. A determination of the family unit size under CMHA's subsidy standards.
  4. A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under CMHA subsidy standards, or CMHA's determination to deny the family's request for an exception from the standards.
  5. A determination to terminate assistance for a participant family because of the family's action or failure to act (see Sec. 982.552).
  6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CMHA policy and HUD rules.
- B. When hearing is not required. The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:
1. Discretionary administrative determinations by CMHA.
  2. General policy issues or class grievances.
  3. Establishment of CMHA's schedule of utility allowances for families in the program.
  4. A CMHA determination that an assisted unit is not in compliance with HQS. (However, CMHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in Sec. 982.551©.

### II. Procedural Steps

- A. Applicant/Tenant Action
- (1) The applicant/tenant receives the disposition summary from the Informal Settlement Conference along with a copy of the Formal Grievance Hearing Request Form
  - (2) If the applicant/tenant disagrees with the decision rendered by CMHA during the Informal Settlement Conference he or she may request a Formal Grievance Hearing
  - (3) Applicants may send or deliver their request along with a copy of the Informal Settlement Conference Summary to either the Admissions and Occupancy Manager or the Office of the Director of Public Housing, however it must be received no later than 30 days from the date of the decision of the Informal Settlement Conference

- (4) Tenants may make their request to either the Community Property Manager or the office of the Director of Public Housing however it must be received no later than 30 days from the date of the decision from the Informal Settlement Conference
  - (5) The applicant/tenant must spell out the reason for the Formal Grievance Hearing and the action he or she is seeking from CMHA
  - (6) Escrow Account
    - a. The tenant must make an escrow account deposit to CMHA for an amount equal to what was due in the month immediately preceding the effective date of the change in question if the issue is the amount of rent being charged
    - b. The Tenant must make this escrow payment each month until a decision is rendered
    - c. CMHA will only waive this requirement if the tenant is paying minimum rent and the grievance is based on a request for a hardship exemption which was denied or the calculation of the rent including imputed welfare income
  - (7) Failure to make the escrow deposit without good cause will be grounds for dismissing the Formal Grievance Hearing request
- B. Monitoring and Control Procedures
1. If the request is received by the A and O Manager or the Community Property Manager, the request along with the decision from the Informal Settlement Conference will be sent to the office of the Director of Public Housing
  2. If the request is received directly by the office of the Director of Public Housing, the Public Housing Administrative Assistant will pull the Director's copy of the Informal Settlement Conference Decision and attach it to the Formal Grievance Conference request
  3. The Public Housing Administrative Assistant will contact the Hearing Office to obtain a schedule date for the Formal Grievance. The Formal Grievance should be scheduled to occur no later than 10 days following the date of receipt of the hearing request
  4. The Public Housing Administrative Assistance will send a notice of the scheduled hearing to the Hearing Officer, the applicant or tenant and the assigned Occupancy Specialist or Community Property Manager depending on the reason for the hearing. Should the applicant or tenant be unable to attend the Formal Grievance Conference it will only be rescheduled once. If it is missed a second time, the grievance will be dismissed and a notice to this effect will be sent to all parties
- C. Conducting the Hearing
1. At the time of the scheduled hearing, the hearing officer will confirm that all required parties are present, secure identification from all parties present and their role/relationship to the complainant in the Formal Grievance Conference. The names and titles of all parties present will become a part of the permanent hearing record.

2. The Hearing Officer will conduct the hearing in an informal manner
  - a. The Hearing Officer will require CMHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion.
  - b. If any of the hearing participants fail to comply with the directions of the Hearing Officer to obtain order, the Hearing Officer may exclude the disorderly party from the proceedings or granting or denying the relief being sought, as appropriate (24 CFR § 966.56 (f)).
  - c. The Hearing Officer will receive oral or written documentary evidence pertinent to the facts and issues raised by the complaint under the rules of evidence applicable to judicial proceedings.
  - d. During this process, the hearing office will provide the applicant/ a fair “due process” hearing, which will include:
    - (1) The opportunity to examine before the Grievance Hearing any CMHA documents, including records and regulations that are directly relevant to the hearing. The Complainant will be allowed to copy any such document at the complainant’s expense. If CMHA does not make the document available for examination upon request by the complainant, CMHA may not rely on such documents at the grievance hearing.
    - (2) The right to be represented by counsel or other person chosen as the complainant’s representative and to have such persons makes statements on the complainant’s behalf.
    - (3) The right to a private hearing unless the complainant requests a public hearing.
    - (4) The right to present evidence and arguments in support of the complainant’s complaint to controvert evidence relied on by CMHA or Housing Community Management, and to confront and cross examine all witnesses upon whose testimony or information CMHA or Housing Community Management relies; and
  - e. A decision based solely and exclusively upon the fact presented at the hearing.
  - f. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, CMHA representatives must justify CMHA’s action or failure to act against which the complaint is directed (24 CFR § 966.56 (e)).
  - g. The Hearing Officer may render a decision without proceeding with the hearing if he determines that the issue has been previously decided in another proceeding (24 CFR § 966.56 ©).

- h. The Hearing Officer may make a determination to postpone the hearing for a period not exceeding five (5) days, excluding holidays and weekends, if the complainant fails to appear at the scheduled hearing, or
- i. The Hearing Officer may make a determination that the party has waived his right to a Formal Grievance hearing if the complainant fails to appear for the scheduled hearing
- j. The hearing Officer will notify both the complainant and CMHA of the decision to waive the complainant's hearing rights provided that such a determination will not constitute a waiver of any right the complainant may have to contest CMHA's disposition of the grievance in court (24 CFR § 966.55 (d)).

D. Rendering a Decision

1. Written Decision

- a. The Hearing Officer will prepare and issue a written decision on the complaint within fifteen (15) days after the hearing.
- b. The decision must state the conclusions, reasons, and otherwise comply with the decisional requirements set forth in 24 CFR § 966.56 and 24 CFR § 966.57, specifically including:
  - (1) Whether the complainant is entitled to the relief sought and the reasons upon which such a conclusion is based; and
  - (2) Whether CMHA sustained the burden of justifying its actions or failure to act, together with the reasons upon which such a conclusion is based.
- c. The Hearing Officer will send copies of the hearing decision to both the complainant and the CMHA representative and the Public Housing Administrative Assistant
- d. The CMHA representative will retain a copy of the hearing decision in the complainant's file once all steps directed by the hearing decision have been completed
- e. The Hearing Officer will maintain a centralized file containing copies of all decisions with all names, and identifying references deleted, and will make the file available to prospective complainants or their representatives (24 CFR § 966.57 (a)).

2. Pursuant to 24 CFR § 966.57 (b), the decision of the Hearing Officer will be binding on CMHA which will take all actions, or refrain from any actions, necessary to carry out the decision unless CMHA's Board of Commissioners determines within thirty (30) days, and promptly notifies the complainant of its Determination that:
- a. The grievance does not concern CMHA action or failure to act in accordance with or involving the Complainant's lease or CMHA regulations, with adversely affect the Complainant's rights, duties, welfare or status; or



- b. 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 CMHA.
  - 3. The Complainant's right to a trial or judicial review in any court proceedings are not waived if a decision by the Hearing Officer or Board of Commissioners in favor of CMHA or which denies the relief requested is rendered (24 CFR § 966.57 ©).
- E. Effect of decision. The HA is not bound by a hearing decision:
  - 1. Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
  - 2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
  - 3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.
- F. Restrictions on assistance to non-citizens. The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

## **Exhibit 14 – Tax Credit & Mixed Finance Family Developments**

In striving to attract working families with a broad range of eligible incomes, CMHA has constructed several development sites. Associated with these development sites are varying criteria, which qualifies applicants for local preferences.

1. Rosewind development site, 1400 Brooks Avenue, Columbus, Ohio, 43211 encourages the head of household or co-head to have two years of continuous employment.
2. The Meadows development site, 4501 Gender Road, Columbus, Ohio, 43110, encourages the head of household or co-head to have two years of continuous employment.
3. New Village Homes, 135 E. 2<sup>nd</sup> Avenue, Columbus, Ohio, 43201, only accepts head of household or co-head with two years of continuous employment.

## Exhibit 15 – Zero Income and Minimum Rent Checklists and Worksheets



**COLUMBUS METROPOLITAN HOUSING AUTHORITY**  
880 East Eleventh Avenue Columbus, Ohio 43211  
(614) 421-6307

### VERIFICATION OF ZERO INCOME AND MINIMUM RENT HARDSHIP REQUEST FORM

**This form must be completed in its entirety and signed by all adult family members who claim zero income or have a \$50 TTP (minimum rent).**

#### **Public Housing and Section 8 Housing Assistance Programs**

Please answer the following questions regarding your current household spending choices:

1. Do you have television cable or satellite service? Yes \_\_\_\_\_ No \_\_\_\_\_ If answer is yes, provide an estimate of your monthly television cable or satellite bill. \$ \_\_\_\_\_ per month. You may be asked to provide a copy of your cable/satellite bill and rental application.
2. Do you have a telephone, cellular phone, or pager? Yes \_\_\_\_\_ No \_\_\_\_\_ If you have a telephone, do you have any premium services such as voice mail, caller ID, call waiting, etc? Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes to either question, provide an estimate of your monthly telephone/pager/cell phone bill(s) \$ \_\_\_\_\_ per month. You may be asked to provide copies of your phone bill and rental application.

3. Do you own an automobile? Yes \_\_\_\_\_ No \_\_\_\_\_ If answer is yes; provide an estimate of your monthly operating expenses such as loan/lease payment, gas, oil, repairs, insurance, etc. \$ \_\_\_\_\_ per month. Vehicle Type(s) and Year: \_\_\_\_\_ How many miles do you drive per month? \_\_\_\_\_
4. Do you rent any furniture or electronic entertainment equipment? Yes \_\_\_\_\_ No \_\_\_\_\_ If answer is yes, please provide the actual cost of the weekly/monthly rental fee. \$ \_\_\_\_\_ per week or \$ \_\_\_\_\_ per month.  
Rental Company Name: \_\_\_\_\_ You may be asked to provide a copy of the rental agreement.

5. Do you have a household pet? \_\_\_ Yes \_\_\_ No If yes, what kind of pet is it?  
How much do you spend each month for food and/or health care for the pet? \$ \_\_\_\_\_  
per month.
6. Do you belong to a health club or social organization that has monthly dues/fees? If  
answer is yes, please list the club/organization and the monthly dues/fees.  
\_\_\_\_\_ \$ \_\_\_\_\_ per month.
7. How do you obtain food and other vital non-food household items such as cleaning  
supplies, paper towels, toilet paper, etc?  
\_\_\_\_\_
8. Do you use tobacco or alcohol? Yes \_\_\_ No \_\_\_. If yes, how much tobacco/alcohol do  
you buy per week? \_\_\_\_\_
9. Do you have installment loans or credit card debt? Yes \_\_\_ No \_\_\_. If yes, how much do  
you pay per month? \_\_\_\_\_
10. Do you have spousal support? Yes \_\_\_ No \_\_\_ If yes; monthly amount? \_\_\_\_\_
11. Do you have medical insurance? Yes \_\_\_ No \_\_\_. If yes, what is your share of the  
monthly premium? \_\_\_\_\_  
If no, do you have a payment plan with a local hospital? Yes \_\_\_ No \_\_\_? If yes, how  
much do you pay per month? \_\_\_\_\_
12. Do you receive any regular monetary gifts from friends or family? Yes \_\_\_ No \_\_\_. If  
yes, how much do you receive per month? \$ \_\_\_\_\_ How long have you been  
receiving this gift? \_\_\_\_\_ months.

**Certification of the Client and Adult Household Members and Release of Information to CMHA**

**I/We hereby swear and attest that all of the information given above about my household members and myself is complete, true, and correct to the best of my/our knowledge. I/We understand that any of the above information may be subject to verification. I/We further understand that I/We may be denied participation in CMHA's housing programs if the above information is determined to be misleading or false and if I/we do not furnish additional information to document our claims. I/We also understand that the above estimates may be used by CMHA for estimating annual income. I/We authorize the release of information about my sources of income and personal services that I have purchased or obtained from any person, agency, or company that I have disclosed on this form to the Columbus Metropolitan**

\_\_\_\_\_  
**Tenant            Date**

\_\_\_\_\_  
**Other Adult    Date**

\_\_\_\_\_  
**Co-Tenant            Date**

\_\_\_\_\_  
**Other Adult            Date**

## Exhibit 15 – Continued

### Zero Income and Minimum Rent Checklist and Worksheets

This Checklist and Worksheet is to be completed for all families whose Total Tenant Payment equals the minimum rent, or for PHA's without minimum rents, for all families reporting less than \$100 per month in total income. The Form should be completed prior to admission and at each recertification (which may be monthly or quarterly depending on the PHA's policy on reexamination of tenant's with minimum rents or zero income). The form first lists all the cash and non-cash contributions the family is receiving and then assists PHA staff to compute the annual value of such contributions. This form should be completed after the Home Visit to an applicant or a home inspection of a resident. The family is required to submit documentation of amounts claimed.

#### 1. Food Expenses

Is the family receiving Food Stamps?  Yes  No. If yes, what is the monthly value of food stamps? \$ \_\_\_\_\_. If no, what is the family's weekly grocery bill? \$ \_\_\_\_\_. How does the family pay the weekly grocery bill?

\_\_\_\_\_.

If someone other than a member of the applicant/tenant family contributes to groceries, who contributes? \_\_\_\_\_. What is the average cash weekly amount for groceries contributed from all sources? \$ \_\_\_\_\_. **This amount is income.**

**Does anyone contribute groceries or prepared food to the family on a regular basis?**  Yes  No. **If yes, what is the average weekly value of groceries or prepared food contributed?** \$ \_\_\_\_\_. This amount is income.

Note: Food contributed by food banks, received from the surplus commodity program, the WIC program, or consumed at publicly or non-profit funded meals programs does not count as income. Food or cash for food contributed by private persons does count as income.

*Verification: The family should bring in at least one month's worth of grocery receipts. Check the receipts to make sure a family of that size could manage on the amount of food documented.*

#### 2. Cleaning, Grooming and Paper Products Expenses

What is the weekly value of paper products used by the family? Include paper napkins, toilet paper, paper towels, trash bags, other paper goods, and disposable diapers. \$ \_\_\_\_\_. How does the family pay for these paper products? \_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to paper products, who contributes? \_\_\_\_\_. What is the average weekly value of cash contributions for paper products? \$ \_\_\_\_\_. **This amount is income.**

Does anyone contribute paper products to the family on a regular basis?  Yes  No. If yes, what is the average weekly value of paper products contributed to the family? \$ \_\_\_\_\_. **This amount is income.**

What is the weekly value of grooming products and services used by the family? Include soap, deodorant, shampoo, toothbrushes, toothpaste, dental floss, cosmetics, hair color, barber, beautician services, etc. \$\_\_\_\_\_. How does the family pay for the cost of grooming products and services? \_\_\_\_\_. If someone other than a member of the applicant family contributes to grooming products, who contributes? \_\_\_\_\_. What is the average weekly value of contributions (cash or products) for grooming products? \$\_\_\_\_\_. **This amount is income.**

What is the weekly value of cleaning products used by the family? Include dishwashing soap, laundry detergent, and household cleaning products? \$\_\_\_\_\_. How does the family pay for cleaning products? \_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to cleaning products, who contributes? \_\_\_\_\_.

What is the average weekly value of cash contributions for cleaning products? \$\_\_\_\_\_. **This amount is income.**

Does anyone contribute cleaning products to the family on a regular basis?  Yes  No. If yes, what is the average weekly value of cleaning products contributed to the family? \$\_\_\_\_\_. **This amount is income.**

*Verification: Most families buy cleaning supplies, grooming products and paper products at the grocery store. Review the family's grocery receipts to help verify amount spent.*

### 3. Transportation Expenses

Does the family own a car?  Yes  No. If yes, are there still payments due on the car?  Yes  No. If yes, what is the amount of the monthly car payment? \$\_\_\_\_\_. How does the family make the car payment? \_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes to the car payment, who contributes? \_\_\_\_\_. What is the monthly amount of contribution toward the car payment? \$\_\_\_\_\_. **This amount is income. This amount is income whether it is cash paid to the family or cash paid directly to the holder of the car note.**

If the family owns a car outright (no payments are due), what are the average monthly amounts the family pays for the following:

\_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to the car's operating costs, who contributes? \_\_\_\_\_. What is the average monthly amount of cash or direct payment contribution to the car's operating costs? \$\_\_\_\_\_. **This amount is income.**

*Verification: The family should bring in one month's gas receipts, proof of insurance and proof of car payment (if applicable).*

**Note: Uninsured automobiles cannot be parked on PHA property.**

If the family does not own a car, what does the family use for transportation? \_\_\_\_\_. How does the family pay for this transportation? \_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to other transportation costs, what is the average monthly amount of cash or other contribution to transportation? \$\_\_\_\_\_. **This amount is income.**



*Verification: A family without a car should provide a credible statement of the way they pay for transportation to shop, attend school, visit friends, take care of medical needs, attend church, etc.*

#### 4. Entertainment Expenses

Does the family have a cable TV connection?  Yes  No. If yes, does the family have the basic minimum service or do they also have any premium channels?  Yes  No. What is the average monthly cost of cable TV service? \$\_\_\_\_\_. How does the family pay for the cable TV service? \_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to the cost of cable TV service, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash or direct payment to the cable company) for cable TV? \$\_\_\_\_\_. **This amount is income.** What are the average weekly costs of other types of entertainment to the family? Include the following:

Magazines \$\_\_\_\_\_ Movies \$\_\_\_\_\_ Video Rentals \$\_\_\_\_\_ Club Memberships  
Liquor/Beer/Wine \$\_\_\_\_\_ Lottery Tickets \$\_\_\_\_\_ \$\_\_\_\_\_  
Other Entertainment \$\_\_\_\_\_

How does the family pay for the other entertainment costs?

\_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to the cost of other entertainment, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash or entertainment provided) for other entertainment? \$\_\_\_\_\_. **This amount is income.**

*Verification: The family should bring in two monthly bills for cable TV, plus receipts for other entertainment costs.*

#### 5. Clothing Expenses

What are the ages and sexes of all family members?

\_\_\_\_\_.

What is the average monthly cost for clothing and shoes for the family? \$\_\_\_\_\_. How does the family pay for clothing and shoes?

\_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to the cost of clothing, who contributes?

\_\_\_\_\_. What is the average monthly contribution (in cash or new clothes and shoes) for clothing? \$\_\_\_\_\_. **This amount is income.**

What is the weekly amount spent by the family for laundry/dry cleaning clothing?

\$\_\_\_\_\_. How does the family pay for cleaning its clothing?

\_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes to the cost of cleaning clothing, who contributes?

\_\_\_\_\_. What is the average monthly contribution for clothes cleaning? \$\_\_\_\_\_. **This amount is income.**

**Note: Clothing acquired from Clothing banks or given to the family second hand is not counted as income.**

*Verification: The family should provide a schedule that shows when clothing and shoes are purchased and the amounts spent. Remember that children will need more clothing and shoes than adults because they are growing.*

## 6. Smoking Expenses

Does anyone in the applicant/tenant household smoke cigarettes or cigars?  Yes  No. If yes, how many packs per day, are smoked by the smokers in the household? \_\_\_\_\_. How does the family pay for the cost of cigarettes/cigars? \_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes to the cost of smoking, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash, cigarettes or cigars)? \$ \_\_\_\_\_. **This amount is income.**

*Verification: The family should document the brand of cigarettes/cigars smoked and the staff will document the least expensive price for that brand in the locality to impute cost.*

## 7. Communications Expenses

Does the family have a telephone?  Yes  No. If yes, how many lines does the family have into its house/apartment? \_\_\_\_\_. Does the family have any special telephone services? (For example, call waiting, call forwarding, call ID, etc.)?  Yes  No. Does anyone in the family have a cell phone?  Yes  No. What is the average monthly cost for telephone service? \$ \_\_\_\_\_. How does the family pay for the cost of telephone service?

\_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes to the cost of telephone service, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash or direct payment of the telephone bill) for telephone service? \$ \_\_\_\_\_. **This amount is income.**

Does anyone in the family have a beeper/pager?  Yes  No. If yes, how many members have beepers/pagers? \_\_\_\_\_. What is the average monthly cost for the beepers/pagers? \$ \_\_\_\_\_. How does the family pay for the cost of the beepers/pagers?

\_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes to the cost of the beeper/pager service, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash or direct payment of the beeper/pager bill)? \$ \_\_\_\_\_. **This amount is income.**

Does the family have an Internet connection?  Yes  No. If yes, who is the Internet provider? \_\_\_\_\_. What is the monthly cost of the Internet connection? Is there a dedicated telephone line for the Internet?  Yes  No. If yes, does the telephone line show on the family's telephone bill?  Yes  No. If no, get a copy of the family's other telephone bill. How does the family pay for the Internet connection?

\_\_\_\_\_. What is the average monthly cost of the Internet connection? \$ \_\_\_\_\_. If someone other than a member of the applicant/tenant family contributes to the cost of the Internet connection, who contributes? \_\_\_\_\_. What is the average monthly contribution (in cash or direct payment to the Internet provider) for Internet services? \$ \_\_\_\_\_. **This amount is income.**

*Verification: The family should bring in at least two month's worth of bills for telephone, beeper/pager and Internet services, as applicable. Review the bills carefully to determine the average monthly cost for communications services.*

## 8. Shelter Expenses

For applicants, what is the average monthly cost for housing and utilities? \$ \_\_\_\_\_. How does the applicant pay the cost of shelter? \_\_\_\_\_. If someone other than a member of the applicant household contributes to housing or utility costs, who contributes? \_\_\_\_\_. What is the average monthly contribution to shelter (housing plus utilities)? \$ \_\_\_\_\_. Will the person(s) contributing toward shelter continue to do so when the applicant is admitted to public housing?  Yes  No. If no, why no? \_\_\_\_\_.

For tenants, what is the average monthly cost for housing and utilities? \$ \_\_\_\_\_. How does the tenant pay the cost of shelter? \_\_\_\_\_. If someone other than a member of the tenant household makes a contribution toward the shelter? \$ \_\_\_\_\_.

**This amount is income.**

*Verification: Families should bring in documentation of their actual cost for housing and utilities.*

## 9. Medical Expenses

Does the family have any unreimbursed medical expenses?  Yes  No. If yes, what is the average monthly cost of unreimbursed medical expenses? \$ \_\_\_\_\_. How does the family pay for unreimbursed medical expenses? \_\_\_\_\_. If someone other than a member of the applicant/tenant household contributes toward medical expenses, who contributes? \_\_\_\_\_. **Such contributions are not income.**

## 10. Miscellaneous Expenses

Listed below are a series of expenses the family might have. Indicate the monthly amount the family spends on any applicable expenses and the amounts contributed toward the expenses:

Church Contributions \$ \_\_\_\_\_

Unreimbursed Educational Expenses \$ \_\_\_\_\_

Unreimbursed Childcare Expenses \$ \_\_\_\_\_

Unreimbursed Job Expenses \$ \_\_\_\_\_

Review the information provided above against the observations of staff conducting the home visit/home inspection. Does the information appear to be consistent? If not, insist that the applicant explain any variations. For example, if the applicant does not admit to having telephone or cable TV services but they have been observed in the home, press the point.

**Exhibit 15 (con't)**

**Worksheet for Income from Contributions**

1. What is the family's verified Annual Income? \$ \_\_\_\_\_. Does the Annual Income include any contributions from persons outside the applicant/tenant household?  Yes  No. If no, it may be necessary to increase the Annual Income to reflect such contributions, which will also increase rent.
2. Does the family have any income that is excluded from Annual Income?  Yes  No. What is the annual amount of excluded income? \$ \_\_\_\_\_. Such excluded income would include foster care payments, the first 12 months of increased income of a person who was formerly unemployed and is now working, scholarships and student loans, and all other income specifically excluded in the PHA's A & O Policy. If a family can verify receipt of excluded income sufficient to cover the family's annual expenses shown below, it will not be necessary to increase Annual Income to reflect contributions. Remember, the applicant/tenant must verify excluded income just like Annual Income.
3. On the matrix below, compute the family's annual expenses using the amounts from the worksheet above:  
To compute annual expenses, multiply weekly average costs by 52 and monthly average costs by 12.

Type of Cost	\$Weekly Expenses	\$Monthly Expenses	\$Annual Expenses	\$Contributed Toward Expenses
1. Food				
2. Cleaning, Grooming & Paper Products				
3. Transportation				
4. Entertainment				
5. Clothing				
6. Smoking				
7. Communications				
8. Shelter (Housing &				
9. Medical				
10. Miscellaneous				
<b>TOTALS</b>				

4. When the matrix is completed, total the two columns on the left: \$ Annual Expenses and \$ Contributed Toward Expenses. From some source, the family has sufficient income to pay the total in the \$ Annual Expenses column. If the Annual Income shown in #1 above plus any excluded income shown in #2 above is less than \$ Annual Expenses, Annual Income has been understated and must be increased.
4. Review the amounts included in Annual Income. Are all the \$ Contributed included in Annual Income? If not, add any Contributions not included to

Annual Income. Once again, add Annual Income and Excluded Income. If the total of these two income sources still does not equal \$ Annual Expenses, some form of income, usually Contributions, has been understated. Unless the family can verify additional excluded income, the Contributions amount should be increased until the total of Annual Income and Excluded Income equal Annual Expenses.

## Exhibit 16 – CMHA Pet Ownership Lease Addendum

If you chose to own a pet, it should be noted that pets are a serious responsibility both personally and financially. Any animal brought into your home is to be treated in a humane manner at least as defined by law.

The below listed rules and regulations will become a part of the existing lease between the tenant and the Columbus Metropolitan Housing Authority if you have chosen to own a pet: Animals that assist the handicapped are excluded from the height provision of this addendum as well as the non-refundable fee provision.

Only one dog or cat is permitted per unit. Only common, household pets will be permitted such as dogs, cats, birds, turtles and fish. No exotic animals, mammals, reptiles, rodents or insects are allowed.

There will be a monthly fee of \$25 per dog or per cat payable to the Housing Authority. This fee is not a limit on the resident's liability for property damage, cleaning, deodorization, de-flea-sing, replacements and or personal injuries. Any/all members (of legal age) of the household are liable if they are listed on the lease.

The resident must advise the Manager in writing of their desire to own a pet. Permission to keep a pet is conditional during the term of tenancy, provided that all rules and regulations are adhered to, whether they are CMHA rules and regulations or applicable laws or ordinances.

The pet must not exceed 35 pounds at maturity. CMHA automatically excludes Pit Bull Terriers or any animals used for fighting purposes or any animals deemed vicious, dangerous or a nuisance by law or ordinance (*Columbus City Health Code, Chapter 243, Vicious, Dangerous and Nuisance Animals and ORC section 955.11*).

The resident must provide proof of licensing each year, which is payable to Franklin County by January 20<sup>th</sup> of each year. Failure to provide this information to CMHA management is considered a lease violation and could result in eviction.

A statement is required from a veterinarian that the animal has been spayed or neutered prior to occupancy in the unit, and proof that all required vaccinations have been administered as required by law is required to be given to the manager prior to the animal's occupancy of the unit. Owners must maintain current inoculations of pets as defined by the Columbus Health Department and such records are to be made available upon request of management.

Animals must be kept on a leash when outside their unit and under control of their handler. Management has the right to arrange for pick up of unleashed pets and report them to the proper authorities and any or all fines imposed by authorities are the tenant's responsibility.



It is the tenant's responsibility for cleaning and to properly dispose of animal waste and residents shall comply with local ordinances regarding pet defecation.

Excessive barking, whining or howling by animals is considered a violation of other tenants' peaceful enjoyment and will be considered a lease violation if not immediately corrected. Residents agree to immediately and permanently remove the pet from the premises if CMHA receives complaints from neighbors or other residents if the pet has disturbed their rights, comforts or conveniences of neighbors or other residents.

- Guests are not permitted to bring pets into tenant's units.
- Residents are not permitted to "house sit" any pets belonging to others for any reason.
- Pets are not to be tied to any fixed object outside their dwelling unit.
- Pets are not permitted in common areas or any posted areas shared simultaneously by other residents.
- Pets are to be fed and watered inside the resident's unit – no food or water is allowed to be stored outside of the unit or in common areas.
- Pets must be secured (i.e. caged or placed in a room) when the resident is not at home or when a CMHA employee enters the unit for any reason.

Resident must inform management who will be responsible for the care of their pet in the event that they become ill for an extended period of time or in the event of their death or any emergency situation.

Each adult resident who is signed on the lease shall also sign the Pet Ownership Lease Addendum. Residents shall be jointly and severally liable for damages and all other obligations set forth herein, even if such resident does not own the pet.

Each resident shall pay for cleaning, de-flea-ing and deodorizing their unit as directed by the manager and/or prior to move out, and this service will be secured by Management and paid by tenant prior to any refund of housing deposit.

If residents or resident's guest or occupants violate any rule or provision of this Pet Addendum, residents shall immediately and permanently remove the pet from the premises

upon written notice from management or their representative and Management shall have all other rights and remedies set forth in the standard lease agreement including damages, eviction and/or attorney's fees.

CMHA Management shall have the right from time to time to make reasonable changes and/or additions to these rules and will notify residents in writing of any said changes.

Signed:

---

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Date

---

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Date

---

---

Date

**EXHIBIT 16 (CON'T)**

**COLUMBUS METROPOLITAN HOUSING AUTHORITY**

**PET POLICY – NO PET CLAUSE**

By signing this clause, I certify that I do not have or keep a pet of any kind. I have received a copy of the Pet Policy and I understand that I must request an application for housing a pet, submit all required documentation, sign and comply with the Pet Policy Addendum prior to acquiring a pet.

I understand that having a pet on or near the premises including visiting pets is a violation of my lease agreement and may result in a termination of my lease.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

## **Addenda**

<b>Addendum I</b>	<b>Unit Offer Acceptance Certification</b>	<b>130</b>
<b>Addendum II</b>	<b>Certification Checklist</b>	<b>131</b>
<b>Addendum III</b>	<b>Notification of Applicant/Resident Grievance Rights</b>	<b>132</b>
<b>Addendum IV</b>	<b>Informal Settlement Conference Schedule</b>	<b>133</b>
<b>Addendum V</b>	<b>Summary of Informal Settlement Conference</b>	<b>134</b>
<b>Addendum VI</b>	<b>Applicant/Resident Grievance Hearing Request Form</b>	<b>136</b>
<b>Addendum VII</b>	<b>Annual Selection of Rent Payment</b>	<b>137</b>
<b>Addendum VIII</b>	<b>Addendum to Lease – Pet Addendum</b>	<b>138</b>
<b>Addendum IX</b>	<b>Community Service Compliance Certification</b>	<b>139</b>
<b>Addendum X</b>	<b>Community Service Mandatory Participant/Exemption List</b>	<b>140</b>
<b>Addendum XI</b>	<b>Community Service Exemption Certification</b>	<b>141</b>
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**Addendum I**

**Unit Offer Acceptance Certification**

1. I/we \_\_\_\_\_ have had the unit offer process explained to me/us and I/we understand that I/we have a first choice of \_\_\_\_\_ or a second choice of \_\_\_\_\_ for housing. I have informed the specialist that \_\_\_\_\_ is my first preference for housing. I do however understand that my/our housing choice may be changed due to a lack of vacancies. CMHA will have the final determination as to where I will be housed.
2. I/we \_\_\_\_\_ have had the unit offer process explained to me/us and I/we choose to be placed on the waiting list. I/we understand that there is no definite time frame as to when something will become available. I/we will make alternate housing arrangements for myself until contacted. I/we will be responsible for reporting any contact information changes to CMHA.
3. I/we \_\_\_\_\_ have had the unit offer process explained to me/us and I/we do not wish to be housed at the sites I was offered. I choose instead to find an alternative method for my housing needs. CMHA has my permission to withdraw my application.

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head/Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
CMHA Representative

\_\_\_\_\_  
Date

**Addendum II      Certification Checklist**

Unit No. \_\_\_\_\_ Action \_\_\_\_\_  
 Client No. \_\_\_\_\_  
 Client Name: \_\_\_\_\_

**All items listed must have dates next to the items verified, the necessary information entered and the form must be signed by the CMHA interviewer or representative completing the certification /recertification.**

<b>Date (s)</b>	<b>Description</b>
_____	Date of the initial review/certification interview
_____	Date of the Federal privacy Act form was signed by all adult household members
_____	Date all income(s) were verified or certification signed
_____	Date all assets were verified or certification signed
_____	Date all medical expenses were verified
_____	Date childcare expenses were verified
_____	Date birth verifications were provided
_____	Date all social security numbers were verified
_____	Date citizenship for all household members was documented
_____	Date suitability was determined (applicants and new adult additions)
_____	Date rent calculation was completed
	EID Eligible    No__            Yes __    Effective Date _____
_____	Date Community Services Certifications Signed Mandatory Participant(s)
_____	_____
_____	Date Retro Charge/credit calculated    Amount _____
	Date HUD 50058 run and placed in the package
	Date file submitted to Community Property Manager

***I certify that the information given to the Columbus Metropolitan Housing Authority by this household regarding household composition, income, assets, allowances and deductions has been verified as required by federal law. The family was eligible at admission, and the family has certified that if has given our agency accurate and complete information.***

\_\_\_\_\_  
 Signature of CMHA Official Date

**Addendum III      Notification of Applicant/Resident Grievance Rights**

**DATE:**

**NOTICE TO ALL RESIDENTS AND ALL APPLICANTS:**

**PLEASE BE ADVISED THAT YOU HAVE THE RIGHT TO BRING CERTAIN GRIEVANCES (DISPUTES OR PROBLEMS), INCLUDING BUT NOT LIMITED TO GRIEVANCES OVER THE REJECTION OR YOUR APPLICATION FOR HOUSING, RENT, MAINTENANCE CHARGES, OR CONDITIONS IN YOUR UNIT, BEFORE THE COLUMBUS METROPOLITAN HOUSING AUTHORITY THROUGH THE RESIDENT GRIEVANCE PROCEDURE. ‘ INFORMATION ABOUT AND A COPY OF THE RESIDENT GRIEVANCE PROCEDURE CAN BE OBTAINED AT EACH HOUSING COMMUNITY MANAGEMENT OFFICE AND AT THE CENTRAL OFFICE OF THE COLUMBUS METROPOLITAN HOUSING AUTHORITY.**

**THE COLUMBUS METROPOLITAN HOUSING AUTHORITY ENCOURAGED EACH APPLICANT OR RESIDENT TO USE THE GRIEVANCE PROCEDURE TO RESOLVE HIS OR HER GRIEVANCE.**

**THANK YOU.**

**MANAGEMENT OFFICE**

**\*Property Manager: Please post in Management Office in three (3) conspicuous places.**



**Addendum IV**

**Informal Settlement Conference Schedule**

**Informal Settlement Conference Schedule**

(Must be mailed to Tenant(s) on same date)

TO:

(List all Adult members of Household)

\_\_\_\_\_ Apt. # \_\_\_\_\_ Columbus, Ohio 43  
\_\_\_\_\_

**RE: Informal Settlement Conference**

**Dear Tenant(s):**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, you presented grievance to the Columbus Metropolitan Housing Authority (CMHA). Pursuant to CMHA’s Resident Grievance Procedure, I have scheduled an Informal Settlement Conference (“Conference”) so that you may discuss you grievance with me. Your Conference has been scheduled for the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o’clock \_\_\_\_M.

**The Conference will be held at \_\_\_\_\_**

The purpose of the Conference is to amicably resolve your grievance without resorting to a Grievance Hearing. I intend to extensively discuss your grievance, the possible means of resolutions and reach a decision satisfactory to you and CMHA, if possible. The Conference is not an adversarial proceeding and therefore, neither CMHA nor the Tenant may have any legal representation at such Conference. However, both CMHA and the Tenant may present witnesses at the Conference. I shall conduct the Conference in a fair and impartial manner. You will be given full opportunity to discuss your grievance.

You should review the Resident Grievance Procedure prior to attending the Conference so that you may become familiar with your rights. IF YOU DO NOT HAVE A COPY OF THE RESIDENT GRIEVANCE PROCEDURE, INFORMATION ABOUT AND A COPY OF THE RESIDENT GRIEVANCE PROCEDURE CAN BE OBTAINED AT YOUR HOUSING COMMUNITY MANAGEMENT OFFICE AND AT THE CENTRAL OFFICE OF THE COLUMBUS METROPOLITAN HOUSING AUTHORITY.

Sincerely yours,

BY: \_\_\_\_\_  
Property Manager

***MEMORANDUM OF SERVICE I hereby certify that pursuant to Paragraph 14 of the LEASE, I served foregoing letter on the above noted Tenant(s) at the above noted address this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_ (check) regular first class mail, postage prepaid or \_\_\_\_\_ (check) by hand-delivery***

**Addendum V**

**Informal Settlement Conference Summary**

DATE:
TO:

(List all adult members of household)

\_\_\_\_\_ Apt. # \_\_\_\_\_ Columbus,  
Ohio 43\_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, an Informal Settlement Conference (“Conference) was held to discuss your grievance, which was received by the Columbus Metropolitan Housing Authority (CMHA) on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. A summary of the Conference is set forth as follows:

The names and titles, as appropriate of all participants (include each tenant, each CMHA representative, and all others) of the Conference are as follows:

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

Your grievance is that:

The disposition on your grievance is:

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

**The specific reasons for the disposition on your grievance are:**

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

If you are not satisfied with the disposition of your grievance, you may obtain a Formal Grievance Hearing on your grievance by completing the following steps:

- You must complete and submit the Formal Grievance Hearing Request Form (attached hereto as “Addendum 4”) or a written request for a hearing within 30 days of receipt of the action or inaction you disagree with
- You must state your reasons for your dissatisfaction and/ or grievance and the action or relief sought; AND
- Deliver or mail a copy of the Informal Settlement Conference Summary and the completed Grievance Hearing Request Form or written request for a hearing to:
  1. Your Housing Community Management Office; **OR**
  2. The Columbus Metropolitan Housing Authority, Attention: Director of Public Housing. 880 E. Eleventh Avenue, Columbus, Ohio 43211.

In either event, the copy of the Summary and the completed Grievance Hearing Request Form or written request must be received by either the Housing Community Management Office or the office of the Director of Public Housing within thirty (30) days after it was mailed or hand-delivered to you.

Your failure to attach a copy of the Informal Settlement Conference Summary to the Grievance Hearing Request Form to any written request for a hearing shall not be a reason to deny the Tenant's request for a hearing.

*NOTE: A condition precedent to the utilization of the Grievance Procedure is the payment of all rent arrearage claimed by CMHA where the grievance conditions the amount of rent due under your Lease. The payment of rent arrearage will be limited to all rent due and payable as of the first of the month preceding the month in which the grievance allegedly occurred, excluding any charges or fines. Thereafter, you must monthly deposit this sum (or such other amount of rent which may result from a change in your economic or family circumstances, if any, during the pendency of the grievance) into CMHA's escrow account pending resolution of the grievance. Your failure to do so terminates the grievance in favor of the Authority.*

If you request a Formal Grievance Hearing in a proper and timely manner, CMHA shall schedule a hearing on the grievance at the earliest time possible but in no case later than twenty (20) days (except for good cause shown) after CMHA receives the written request for hearing.

If you fail to request a hearing within thirty (30) days after the Summary was mailed or hand-delivered to you, CMHA's Summary rendered as a result of the Informal Settlement Conference becomes final and CMHA is not obligated to offer you a hearing unless you show good cause why you failed to proceed in accordance with CMHA's Resident Grievance Procedure. Also, your failure to request a Grievance Hearing does not affect the right to contest CMHA's decision in a court hearing.

Sincerely Yours,

By:

\_\_\_\_\_  
CMHA Management Representative

## MEMORANDUM OF SERVICE

**I hereby certify that pursuant to Paragraph 14 of the LEASE, I served foregoing letter on the above noted Tenant(s) at the above noted address this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by**

\_\_\_\_\_ (check) regular first class mail, postage prepaid or

\_\_\_\_\_ (check) by hand-delivery

**Addendum VI**

**Applicant/Resident Grievance Hearing Request Form**

The undersigned Tenant(s) hereby notify(s) CMHA that he/ she/ they is (are) dissatisfied with the CMHA Summary of the Informal Settlement Conference which was held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. **Please attach a copy of the Informal Settlement Conference Summary to this request.**

The reason(s) for my (our) grievances are:

I (We) hereby request a Formal Grievance Hearing on the foregoing grievance and I (We) request the following relief or action on said grievance:

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I (We) hereby request a Formal Grievance Hearing on the foregoing grievance and I (We) request the following relief or action on said grievance:

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\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## **Addendum VII    Annual Selection of Rent Payment**

Flat rent has been established to promote income diversity in our communities. Residents that may benefit are those whose incomes have increased to the point that an adjusted income based rent is unreasonable for the housing provided.

Fair Market Rent for Franklin County based on bedroom size has been utilized in determining flat rent amounts. Annually residents are offered a choice to select 30% adjusted gross income or flat rent in determining rent. Residents wishing to select a flat rent may do so by submitting this form to the Property Manager in which you reside.

The Flat Rent amount according to your bedroom size is \$\_\_\_\_\_ for your community. If you would like to choose flat rent, please submit the following request to the Property Manager within 10 days of the date of this letter. If you do not complete the request and submit it within the required time, CMHA will assume that you have elected the calculation of 30% adjusted income in determining rent.

I, \_\_\_\_\_ have received notification and a further explanation of CMHA Policy on Flat Rent and I would like to choose flat rent.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name

\_\_\_\_\_  
Social Sec. Number

**Addendum VIII**

**Addendum to the Lease Pet Addendum**

**APPLICATION FOR HOUSING A PET IN FAMILY COMMUNITIES [24 CFR 903.7(n)]**

Mr. And/ or Ms.

\_\_\_\_\_ (head of household)

\_\_\_\_\_ (spouse) is/ are applying for approval to house an acceptable pet in CMHA's unit situated at:

\_\_\_\_\_ (address)

( ) \_\_\_\_\_ - \_\_\_\_\_ (telephone number)

**INITIAL PROCESS**

If you are on negative or zero rent, after the utility allowance, you are required to demonstrated by providing documentation to the HA the ability to comply with Policy and Procedures in caring and providing for a pet in your unit. (check applicable box)

- YES
- NO

The HA will review your past three years of unit inspections. If they have resulted in a poor rating, your unit must be inspected for at minimum, three consecutive months for substantial changes in rating. If the results after this time prove to be satisfactory or improved, you may reapply for permission to house a pet. This does not preclude the HA from reinspecting if deemed necessary.

**HUD OFFICIAL NOTIFICATION:**  
 Community Service Requirement

*Under section 12 of the United States Housing Act of 1937, as amended, every adult resident of public housing is required to perform eight hours of community service each month, or participate in a self-sufficiency program for at least eight (8) hours each or a combination of the two totaling eight hours each month (42 CFR 982.127)*

I/we have received a copy of, have read and understand the contents of CMHA’s Community Service / Self Sufficiency policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

If you have any questions regarding the Community Service Requirements you should contact your community Property Manager or COMMUNITY BUILDING FACILITATOR @ 421-6123 (M-F, 8:00am-4: 30pm)



## **Addendum X      Community Service Mandatory Participant/Exemption List**

### GENERAL:

For continued occupancy, each adult family member age 18 and over must either:

1.      Contribute eight hours per month of community service (not including political activities) within the community or the public housing development, or
2.      Participate in an economic self-sufficiency program unless they are exempt from this requirement.

### EXEMPTIONS:

The following adult family members are exempt from this requirement:

- A.      Members of the Household who are 62 or older
- B.      Members of the Household who are blind or disabled
- C.      Members of the Household who are the primary care giver for someone who is blind or disabled
- D.      Members of the Household engaged in full time employment
- E.      Members of the Household who are enrolled in any state or local college or accredited vocational school
- F.      Members of the Household receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

**Addendum XI**

**Community Service Exemption Certification**

**Head of Household** \_\_\_\_\_

**Client No.** \_\_\_\_\_

**Resident Claiming Exemption** \_\_\_\_\_

*I certify that I am eligible for an exemption from the Community Service requirement for the following reason:*

- I am age 62 or older
- I have a disability, which prevents me from working (*verifications use to establish entitlement to disability/dependent deduction may serve as documentation of this exemption*)
- I am working full time (*employment verification will serve as documentation of this exemption*)
- I am participating in Welfare to Work Program (*Must provide verification from involved agency attesting to resident's participation in program*)
- I am receiving TANF **and** I am participating in a required economic self sufficiency program or work activity (*Must provide verification from Franklin County Jobs and Family Services agency that resident is in compliance with the economic self sufficiency requirements of TANF*)
- I am a full time student (*Must provide verification letter from school attended*)

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

*Note: A separate Certification form must be signed and verification provided by each household member claiming an exemption.*

## Addendum XII

## Income Inclusions and Exclusions

### INCOME INCLUSIONS

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);
- (5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);
- (6) Welfare Assistance.
  - a. Welfare assistance received by the household.
  - b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.
  - c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist of:
    - (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - (ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7) under Income Exclusions).

### **Income Exclusions**

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see No. 5 under Income Inclusions);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide (as defined by regulation);
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
  - a. Amounts received under training programs funded by HUD;
  - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - d. A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
  - e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as 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.

- (9) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).
- (10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxed paid on the dwelling unit;
- (15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the *Federal Register* and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
  - b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626©);
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
  - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
  - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
  - j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
  - k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
  - l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
  - m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
  - n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
  - o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95433);
  - p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
  - q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
  - r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
  - s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- (17) Earned Income Disallowance
- a. Initial Twelve-Month Exclusion [24 CFR 5.617 (C)(1)]
  - b. Second Twelve-Month Exclusion [24 CFR 5.617 (C)(2)]
  - c. Maximum Four-Year Disallowance [24 CFR 5.617 ©(3)]

**Addendum XIII**

**Interim Review Request Form**

Tenant Name \_\_\_\_\_  
Tenant Address \_\_\_\_\_  
Tenant Phone No. \_\_\_\_\_

Client No. \_\_\_\_\_  
Unit No. \_\_\_\_\_  
Date Reported \_\_\_\_\_

Current Household Circumstances

Household Members	Income Source(s)	Paid To	Amount

Current Rent \_\_\_\_\_ Current Utility Allowance \_\_\_\_\_

Description of Change \_\_\_\_\_

Date Change Occurred \_\_\_\_\_ Duration of Change \_\_\_\_\_

Tenant's Signature \_\_\_\_\_

Property Management Representative's Signature \_\_\_\_\_

Rent Recalculation required Yes \_\_\_\_\_ No \_\_\_\_\_ Appointment Scheduled Yes \_\_\_\_\_ No \_\_\_\_\_

Scheduled Appointment Date/time \_\_\_\_\_ Date to A and O \_\_\_\_\_

Final Disposition \_\_\_\_\_

A and O Clerk \_\_\_\_\_ Date \_\_\_\_\_



## Addendum XIV

### Columbus Metropolitan Housing Authority

#### Smoke Free Policy

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- 1. Purpose.** The purpose of the Columbus Metropolitan Housing Authority (CMHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and CMHA employees. In addition, the smoke-free policy is intended to decrease the risk of fire in CMHA units and reduce the cost of maintenance and cleaning resulting from smoking.
- 2. Definition of Smoking.** Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipes, other tobacco product or similarly lighted smoking material in any manner or in any form.
- 3. Effective Date of Policy.** All properties funded through the Public Housing program will become smoke free on July 31st, 2018. All other residential properties owned or managed by CMHA will transition to smoke free housing by January 1<sup>st</sup>, 2019.
- 4. Smoke Free Areas.** All buildings on CMHA property will be smoke-free buildings. All living units and interior areas, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, management and administrative offices, balconies, entryways, hallways, and porches are designated as smoke-free. Designated smoke-free areas also include CMHA walkways, lawns and parking areas within 25 feet of building windows or doors, and all playgrounds and tot-lots located anywhere on all CMHA property.
- 5. Designated Smoking Areas.** If, in CMHA's sole discretion, the property size and configuration allow, CMHA may designate a specified outside area where smoking is permitted. Where an outside area on a site has been designated, smoking outside on that site is only permitted in that specified area. Under no circumstances shall outside smoking be permitted on CMHA property within 25 feet from any entrance, window, or building.
- 6. Enforcement.** Smoking in an apartment or within 25 feet of any CMHA structure will be treated as a lease violation. If the violation persists, a termination notice can be issued. Head(s) of Households and all adult household members will sign a lease addendum and agree that all members of the household and all guests of the household will abide by the smoke free policy. Each Head-of-Household and/or all adult members of the household will

be responsible to ensure that all household members and their guests adhere to the smoke free policy. A breach of the smoke free lease addendum constitutes a breach of the lease and grounds for eviction.

- a. First violation.** Household will receive a written reminder of the non-smoking policy to include a copy of the non-smoking lease addendum.
  - b. Second violation.** Household will receive a second written reminder of the non-smoking policy with a notice of lease violation.
  - c. Third violation.** Upon the third violation, an eviction will be filed for failure to comply with the non-smoking policy.
  
- 7. Landlord Not a Guarantor of Smoke Free Environment.** CMHA's adoption of a smoke-free policy does not make CMHA nor any of its managing agents the guarantor of Residents health or of the smoke-free condition of a Resident's unit and common areas. However, CMHA and their managing agents shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking areas as smoke-free as is reasonably possible. CMHA and/or its managing agents will address violations of this policy upon actual knowledge of said smoking or if CMHA and/or its managing agents has been given notice of said smoking and said notice can be substantiated.
  
- 8. Disclaimer by CMHA/Landlord.** CMHA's adoption of a smoke-free policy does not in any way change the standard of care that CMHA or its managing agent would have to a tenant to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. CMHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. CMHA cannot and does not warrant or promise that the rental premises or common areas will be free from second hand smoke. CMHA and its managing agents' ability to police, monitor, or enforce the agreements of the Smoke Free Lease Addendum is dependent in significant part on voluntary compliance by tenant and tenant's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that CMHA does not assume any higher duty of care to enforce the smoke free lease addendum than any other CMHA obligation under the Lease.