



PARK CITY COMMUNITIES
(HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT)

ADMISSIONS & CONTINUED OCCUPANCY POLICY

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PARK CITY COMMUNITIES

(HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT)

Admissions and Continued Occupancy Policy

EXPLANATORY NOTES

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Housing Authority of the City of Bridgeport (HACB) governing Public Housing occupancy in property the HACB owns. The ACOP sets forth the Board's mandatory requirements for performing occupancy-related work and can be revised only by Board resolution and, if the revision is significant, by changing the Annual Plan.

The ACOP is designed to be used with a series of Procedures referenced throughout the text in boldface italic type. The procedures are implementing requirements that describe how this policy is to be carried out. Operational details, forms, checklists, methods and systems are contained in procedures, rather than in this policy. The HACB will issue new procedures whenever necessary. All procedures will be dated and numbered.

APPLICABILITY: This Admissions and Continued Occupancy Policy applies to all public housing owned and managed by the Housing Authority of the City of Bridgeport. This policy does not apply to Bridgeport public housing managed by private entities. A separate Admissions and Continued Occupancy Policy governs public housing managed by private entities.

I. NONDISCRIMINATION

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 operating its programs. It is the policy of HACB to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
 - b. Title VIII of the Civil Rights 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 spell out forms of prohibited discrimination; **24 CFR § 100**
 - c. Executive Order 11063,



- d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
 - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
 - f. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.)
 - g. Any applicable State laws or local ordinances.
1. The HACB 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 the HACB's jurisdiction covered by a public housing Annual Contributions Contract with HUD. Other rights of applicants and residents are listed in the ***Procedure on Civil and Disability Rights***. **24 CFR § 100**
 2. HACB shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). 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. **24 CFR § 960.203(a)**
 3. HACB shall not permit these policies to be subverted to do personal or political favors. **24 CFR § 206(e)**
 4. HACB will offer units only in the order prescribed by this policy, since any other method violates the policy, federal law, and the civil rights of the other families on the waiting list. **24 CFR § 206(e)**

B. Reasonable Accommodations Policy

1. HACB, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
2. A reasonable accommodation is some modification or change HACB can make to its apartments, buildings, or grounds or methods and procedures that will assist an otherwise eligible applicant with a disability to take full advantage of and use HACB's programs, including those that are operated by other agencies in HACB-owned public space. **24 CFR § 8.20**
3. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of HACB's program.



4. Subject to the undue burdens and fundamental alterations tests, HACB will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HACB's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, HACB shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the ***Procedure on Civil Rights and Disability Rights***. 24 CFR § 8.4

Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HACB has such facilities) will be usable by residents with a full range of disabilities. If HACB offers such facilities, and none is accessible, some¹ will be made so, subject to the undue financial and administrative burden test. 24 CFR § 8.21

5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the ***Procedure on Civil Rights and Disability Rights***. 24 CFR § 8.6
6. Examples of reasonable accommodations include, but are not limited to: 24 CFR § 8.4
 - a. Making alterations to a HACB apartment to make it fully accessible so it could be used by a family member with a wheelchair;
 - b. Transferring a resident from an apartment or townhome that cannot be made accessible to an apartment that is accessible;
 - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to;
 - 1) Installing strobe-type flashing light in addition to regular smoke detectors in an apartment for a family with a hearing impaired member;
 - 2) Adding structural grab bars in the bathroom;
 - 3) Changing the doorknobs to lever-type door handles;

¹ 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 persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.



- 4) Changing to a refrigerator with the freezer on the bottom instead of the top;
- 5) Installing a magnifier over the thermostat;
- 6) Lowering or adding an additional lower peephole on the door so it may be used by a person in a wheelchair;
- e. Permitting a family to have a large dog to assist a family member with a disability in a HACB family development where the size of dogs is usually limited; **24 CFR § 8.20** To best manage these reasonable accommodation requests, the PHA has developed an Assistance Animal Policy which details the assistance animal reasonable accommodation process and policy. ***Procedure on Reasonable Accommodations***
- f. Providing a van to take HACB resident children to and from their development, where the childcare facility is on HACB property and is not accessible, to an accessible childcare facility; **24 CFR § 8.21**
- g. Making sure that HACB processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
 - 1) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with HACB staff;
 - 2) With prior notice, making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HACB staff;
 - 3) Permitting an applicant or resident with a disability to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with HACB if the individual desires such representation; and
 - 4) Permitting an outside agency or individual to assist an applicant with a disability to meet the HACB's applicant screening criteria.
7. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
 - 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 apartment 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;



- e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment on or near the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and the HACB.
8. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, HACB will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
 9. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, HACB may terminate the lease. **24 CFR § 8.20**
 10. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
 11. If an applicant or resident would prefer not to discuss the situation with the HACB or disclose his/her disability, that is his/her right.
 12. Assistance Animals-Assistance animals are those that assist persons with disabilities in the activities of independent living. Under equal housing opportunity laws, an assistance animal is one that assists or benefits a person with a disability by affording such person the equal opportunity to use and enjoy his or her dwelling. This includes not only assistance, but also emotional support animals. The assistance animal must be licensed, vaccinated and qualified to perform the assistance or benefit needed by the person with the disability.

PHA applicants/tenants with disabilities have the right to have an assistance animal as a reasonable accommodation. To best manage these reasonable accommodation requests, the PHA has developed an Assistance Animal Policy which details the assistance animal reasonable accommodation processes and policy.

C. REASONABLE ACCOMMODATION PROCEDURES

1. Request for Accommodation

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 HACB will treat a person differently than anyone else using the Reasonable Accommodation form (Attachment A). HACB will



provide a written decision to the person requesting the accommodation within a reasonable time.

2. Verification of a Request for Accommodation

All requests for accommodation or modification of a unit may be verified with a reliable, knowledgeable professional. HACB may require such verification be conducted by an independent medical examiner of its choosing. Once the person's status as a qualified person with a disability is confirmed, HACB will require that a medical examiner or other professional practitioner competent to make the assessment provide written verification that the person needs the specific accommodation due to their disability, and that the accommodation is necessary for them to have equal access to the housing program.

3. Undue Financial or Administrative Burden

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for HACB, meaning an action requiring "significant difficulty or expense." An undue administrative burden is one that requires a fundamental alteration of the essential functions of HACB.

In determining whether accommodation would create an undue financial and administrative burden, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

4. Disability-Related Need for Larger Unit

Written verification that a larger unit is necessary to accommodate the disability-related needs of a person with disabilities must be obtained from a reliable, knowledgeable professional, according to HACB's reasonable accommodations procedures.

5. Grievance Procedures

If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request a grievance hearing to review HACB's decision, using the Grievance Procedures provided in this ACOP. Reasonable accommodation



will be made for persons with a disability that require an advocate or accessible offices. A designee will be allowed to provide information, but only with the permission of the person with the disability.

D. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY (Act Includes Men)

1. Purpose and Applicability

The purpose of HACB's Policy pursuant to the Violence Against Women Act (VAWA) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth HACB's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by HACB of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence. This section of the ACOP sets forth those provisions of HACB's VAWA Policy (Attachment B) which apply to the Residents of HACB's Low Income Public Housing (LIPH).

2. The purposes of these provisions are as follows:

- a. To maintain compliance with all applicable legal requirements imposed by VAWA;
- b. To ensure the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by HACB;
- c. To providing and maintain housing opportunities for victims of domestic violence, dating violence, or stalking;
- d. To create and maintain collaborative arrangements between HACB, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HACB; and
- e. To take appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HACB.

3. Definitions

- a. **Domestic Violence** – The term 'domestic violence' includes:



- (A) felony or misdemeanor crimes of violence (including verbal, emotional, psychological, physical and sexual acts of abuse) committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
 - (B) by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."
- b. Dating Violence – means violence committed by a person:
- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.
- c. Stalking – The term "stalking" includes:
- (A) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - (B) in the course of, or as a result of, such following, pursuit, surveillance of repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - (i) that person;
 - (ii) a member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person;
- d. Immediate Family Member - means, with respect to a person:
- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands *in loco parentis*; or



(B) any other person living in the household of that person and related to that person by blood or marriage.

e. Perpetrator – means person who commits an act of domestic violence, dating violence or stalking against a victim.

4. Admissions and Screening

a. Non-Denial of Assistance

HACB will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

b. Admissions Preference

Applicants for housing assistance from HACB will receive a preference in admissions by virtue of their status as victims of domestic violence, as set forth at Chapter II –E (The Preference System) of the ACOP.

c. Mitigation of Disqualifying Information

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, HACB shall take such information into account in mitigation of potentially disqualifying information, relevant to the domestic violence such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, HACB shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. HACB will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

5. Termination of Tenancy or Assistance in connection with VAWA.

a. VAWA Protections

Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by HACB:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated”



violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by HACB as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the resident's control, and the resident or an immediate family member is the victim or threatened victim of this criminal activity.

However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of HACB to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the resident or a member of the resident's household. However, in taking any such action, HACB shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other residents.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of HACB or to evict or terminate from assistance any resident or lawful applicant if HACB, can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the property, if the resident is not evicted or terminated from assistance.

b. Removal of Perpetrator

Further, notwithstanding anything in Chapter VI.A. (Leasing Policies) or Federal, State or local law to the contrary, HACB may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a resident or lawful occupant and who engages in acts



of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the resident or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HACB. Leases used for all public housing operated by HACB shall contain provisions setting forth the substance of this paragraph.

6. Verification of Domestic Violence, Dating Violence or Stalking

a. Requirement for Verification

The law allows, but does not require, HACB to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a resident or other lawful occupant is *bona fide* and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided below in paragraph 5, HACB shall require verification in all cases where an individual claims protection against an action involving such individual, proposed to be taken by HACB. HACB may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-approved form - by providing to HACB a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. Other documentation - by providing to HACB documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of



the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* - by providing to HACB a local police or court record describing the incident or incidents in question.
4. *Time allowed to provide verification/ failure to provide* - An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and is requested by HACB, to return the completed application with supporting documentation, i.e. police reports, courts records, etc, within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) of the date the application was requested. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
2. *Waiver of verification requirement* - The Executive Director of HACB, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

7. Confidentiality

a. *Right of confidentiality*

All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HACB in connection with a verification required under Chapter



V of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by HACB in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing; or
2. Required for use in a public housing eviction proceeding as permitted in VAWA; or
3. Otherwise required by applicable law.

b. Notification of rights

All residents of HACB's Low Income Public Housing (LIPH) shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

8. Transfer to New Residence

a. Application for transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HACB will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing resident to a different unit in order to reduce the level of risk to the individual, including the transfer to a public housing unit outside the City of Bridgeport if HACB has an agreement with other housing authorities permitting such a transfer. A resident who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the resident or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

b. Action on applications

HACB will act upon such an application within ten (10) calendar days.

c. No right to transfer

HACB will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within



the sole discretion of HACB, and this policy does not create any right on the part of any applicant to be granted a transfer.

d. Family rent obligations

If a family occupying HACB public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by HACB. In cases where HACB determines that the family's decision to move was reasonable under the circumstances, HACB may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a resident subsequently occupying the unit.

9. Court Orders/Family Break-up

a. Court orders

It is HACB's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HACB. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

b. Family break-up

Other HACB policies regarding family break-up are contained in HACB's VAWA Policy, in HACB's Annual and Five Year Plan and in HACB's Section 8 Administrative Plan.

10. Relationships with Service Providers

It is the policy of HACB to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. If HACB staff becomes aware that an individual assisted by HACB is a victim of domestic violence, dating violence or stalking, HACB will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HACB either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. HACB's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HACB has referral or other cooperative relationships.



(a) Notification

HACB shall provide written notification to applicants and residents, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

11. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

D. Providing Information in Languages other than English

1. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in Spanish. This includes the following documents related to registration, intake, marketing, outreach, certification, reexamination and inspections.
2. Whenever possible and whenever dictated by marketing and outreach efforts, the above materials and messages will be made available in other languages.
3. The HACB will make every effort to make information related to verification of citizenship or eligible immigration status available in the language of the applicant.
4. At all HACB offices a notice will be available that states “the Bridgeport office of the International Institute of Connecticut, Inc. can provide translation in other languages if HACB staff do not speak the appropriate language and the applicant or resident cannot provide their own translator.”
5. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with HACB. For applicants and residents who speak Spanish, HACB will provide translation services if requested by applicant.
6. Periodically, HACB will review the necessity to address other languages. The following factors will be taken into account:
 - a. The number or proportion of Limited English Proficiency (LEP) persons eligible to be served or likely to be encountered by the program;
 - b. The frequency with which LEP persons come into contact with the programs;
 - c. The nature and importance of the program, activity or serviced provided by the HACB programs to people’s lives;
 - d. The resources available to HACB and the costs.



II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing 24 CFR §960.103

1. HACB 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. HACB 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. The method used for Affirmative Marketing is described in ***Procedure on Affirmative Marketing***.

B. Qualifying for Admission

1. It is HACB's policy to admit only applicants who are qualified² according to the following criteria:
 - a. Are a family³, as defined in Section XII of this policy;
 - b. Meet HUD requirements on citizenship or immigration status;
(24 CFR § 5.5 (subpart E))
 - c. Have an Annual Income (as defined in Section XI 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 HACB offices. **(24 CFR § 960.102)**
 - d. Provide documentation of Social Security numbers for **all** family members, or certify that they do not have Social Security numbers; and **(24 CFR § 5.216)**
 - e. Meet the Applicant Selection Criteria in Section II. F. of these policies, including completing a HACB-approved pre-occupancy orientation session if required; **(24 CFR § 960.202 & 203)**
 - f. Meet the eligibility criteria for Supportive/Disabled as defined by Specific Program Guidelines.
2. The HACB will not deny admission to a current or former victim of domestic violence, dating violence or stalking, if otherwise qualified. **(42 U.S.C. 13925)**

C. Establishing and Maintaining the Waiting List

² The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

³ A family can be a single person.



1. It is the policy of HACB to administer its waiting list as required by HUD's regulations and its ***Procedure on Application Intake and Processing***. Waiting lists will be opened and closed in accordance with HACB's ***Procedure on Opening and Closing Waiting Lists***. Applicant names will be removed from the waiting list only in accordance with HACB's ***Procedure on Removing Applicants from the Waiting List***. 24 CFR § 960.206
2. HACB will periodically update each waiting list by contacting all applicants in writing⁴.
3. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HACB's ***Procedure on Application Intake and Processing***.

D. Processing Applications for Admission

1. HACB will accept and process applications in accordance with applicable HUD Regulations and HACB's ***Procedure on Application Intake and Processing***. HACB 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.
2. Every application file for admission to public housing shall include the application number; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference(s), if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused. 24 CFR § 85.42
3. As applicants approach the top of the waiting list, they will be asked to come to the HACB 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 be sent a letter of interest. If applicant is interested for LIPH they will be scheduled a second and final interview. Applicants who fail to attend their second and final interview have their applications withdrawn, subject to reasonable accommodations for people with disabilities. ***See Procedure on Removing Applicant from the Waiting List***
4. Each application will be processed only to the extent necessary to determine whether the applicant is apparently eligible.
5. Only one application shall remain open per family for the same program. Applicants will be notified of duplicate applications
6. The application may be filled out by the applicant, designated agent, or by the PHA, but must be signed by the applicant and checked for completeness by the PHA in the presence of the applicant, before the application is submitted.

⁴ Or by the method designated at initial application by applicants with disabilities.



7. The PHA may request documentation from the applicant needed to verify the information provided at the time the application is taken.
 - a. The following information will be verified according to HACB's ***Procedure on Verification***, to determine qualification for admission to HACB's housing: **24 CFR § 960.259**
 - 1) Family composition and type (Elderly/Disabled/Near elderly /Non-elderly)
 - 2) Annual Income
 - 3) Assets and Asset Income
 - 4) Deductions from Income
 - 5) Preferences
 - 6) Social Security Numbers of all Family Members⁵
 - 7) Applicant Screening Information
 - 8) Citizenship or eligible immigration status
 - 9) Photo identification of all adult family and household members
 - b. Third party written, faxed or electronic verification is the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**

E. The Preference System

1. Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HACB's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below. **24 CFR § 960.206**
2. Notwithstanding any applicant's application number, HACB will select applicants from the waiting list in such a way as to ensure that at least 40 percent of the applicants admitted to the public housing program during any fiscal year are at or below the Extremely Low Income (ELI) limit – 30 percent of the median income for the MSA-- at the time of admission. HACB will not implement income tiers, since analysis of the waiting list demographics indicates that reaching the 40 percent goal will be easily reached.

If necessary to meet the statutory requirement that 40 percent of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the HACB retains

⁵ Or certification that they do not have a social security number, if the individual doesn't have a social security number.



the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes on a monthly basis of newly admitted families and the income of the families on the waiting list. If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement

3. Ranking Preferences

- a. Displaced persons as defined under Section XII of the ACOP;**
- b. Referrals from advocates of victims of domestic violence, dating violence or stalking and referrals from governmental agencies for persons under a witness protection program; and**
- c. Persons who are veterans, or who are elderly (age 62 years and older) or elderly persons that require congregate care, or persons that are homeless, or persons that are disabled.**

Families that qualify for no Ranking preferences will be categorized as No-preference families.

4. Programmatic Preferences- The authority reserves the right to establish new programmatic preferences and create sub waiting lists through formal notification of existing eligible applicant/transfers.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HACB requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
 - 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 apartment 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;
 - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in prohibited 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; and



- d) Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or **24 CFR § 960.204(a) (4)**
- 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 premises by other residents. **24 CFR § 960.204.(a)(4)**⁸
- f) In addition to the HUD-required rejections for criminal activity, HACB will reject applicants if HACB determines that
 - 1) Any household member has ever been convicted of arson or child molestation; or **24 CFR § 960. 203. (c)(3)**
 - 2) Any household member has a criminal history in the past three years that involves crimes of violence to persons or property; **24 CFR § 960.203.(c)**
 - 3) Crimes of violence to persons or property would include but not be limited to homicide or murder, destruction of property or vandalism, burglary, robbery or theft, drug trafficking, drug manufacture, drug use or drug possession, threats or harassment, assault or fighting, domestic violence, weapons offenses, criminal sexual assault, home invasion. **24 CFR § 960.203**
 - 4) The HACB has reasonable cause to believe that a household member's involvement in gang activity in the past three years may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - a) 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.
 - b) Applicants must be able to demonstrate the ability and willingness to comply with the terms of HACB's lease, either alone or with assistance that they can demonstrate they will have at the time of admission.⁹ Availability of

⁸ HACB 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.

⁹ 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 HACB 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, 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.



assistance is subject to verification by HACB. **24 CFR § 8.2, Definition, Qualified Individual with Handicaps)**

- c) The HACB will not deny admission to a current or former victim of domestic violence, dating violence or stalking, if otherwise qualified. (42 U.S.C. 13925)

3. Screening applicants who claim mitigating circumstances

- a. If negative information is received about an applicant, HACB shall consider the time, nature, and extent of the applicant's conduct and mitigating circumstances that might indicate a reasonable probability of favorable future conduct. **24 CFR § 960.203(d)**.
- b. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that 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. HACB will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated. See II.F.2.c of this ACOP.

4. Qualified and Unqualified Applicants

- a. Qualified families will be notified by HACB of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208**
- b. Unqualified applicants will be promptly notified by a Notice of Rejection from HACB, stating the basis for such determination and offering an opportunity for informal hearing (see ***Procedure for Informal Hearing for Rejected Applicants***). At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HACB's decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process (**24 CFR § 960.208(a)**).
- c. Applicants known to have a disability who 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. Occupancy Guidelines: (HUD Notice of Policy, Dec. 18, 1998 Federal Register)

1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and underutilization.

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

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
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 apartment for which a family will qualify. Generally two people are expected to share a bedroom. Units will be so assigned that:
 - a. Children age two and under will share a bedroom with any other child or a parent, regardless of age or sex;
 - b. Two children between the ages of three and seventeen of the same sex share a bedroom;
 - c. Two children between the ages of three and seventeen of the opposite sex will not be assigned to share a bedroom, although they may do so at the request of the family.
 - d. Adults (over age eighteen) of the same sex share a bedroom;
 - e. Adults (over age eighteen) of opposite sexes who are spouses or co-heads share a bedroom;
 - f. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household do not share a bedroom although they may do so at the request of the family.
 - g. Exceptions to the largest permissible apartment size may be made in case of reasonable accommodations for a person with disabilities.
 - h. An unborn child will not be counted as a person in determining apartment size. A single pregnant woman may be assigned to a one-bedroom apartment, although HACB may place a pregnant woman in a larger bedroom size unit if the unit currently occupied is considered to be small.
 - i. In determining apartment size, HACB will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care,



or is away at school, so long as the family can document that the child will be living with the family.

- j. A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- k. The Housing Authority will not discriminate to single persons with live-in aides.

3. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered¹⁰.
4. The largest apartment size that a family may be offered would be one bedroom per family member, considering 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 apartment size. These applicants will choose the waiting sublist from which they will receive an offer, and will be placed on the appropriate waiting sublist by apartment size.
 - a. If a family chooses a smaller apartment than would normally be assigned (e.g. because they will receive an offer sooner), the family shall agree in writing to occupy that apartment until their family size or circumstances change.
 - b. When a family is actually offered an apartment, if they no longer qualify for the apartment size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and computer generated application number. However, their application date will change to the date and time they became qualified for the apartment size. This may mean that they may have to wait longer for an offer.
 - c. The HACB shall change the family's sublist at any time at the family's request. An applicant may remove him/herself from any sub-list and it will not affect their original pre-application date, as long as one of the original sub-lists is retained. An applicant may add him/herself to a new sub-list not depicted on the original pre-application and the date and time of the requested change will be used.

H. Record of Applications and Waiting Lists

¹⁰ Individual apartments 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.



The following are policies for documenting actions taken by PHA employees in processing applications for dwelling units.

A. Organizing the Applicant Waiting List

1. In order to achieve the PHA's goal of income targeting and income mixing, incentives such as waiver of pet or security deposits, assignment of units based on one person per bedroom, etc. may be adopted by the Board of Commissioners of the PHA. If so, that policy will be incorporated into this document by reference. 24 CFR § 1.4(2) (ii)

HACB has decided to maintain one Authority-wide waitlist. Applicants may apply for public housing at the following HACB's development sites. These sites include: PT Barnum Apartments, Fireside Apartments, Marina Village, Trumbull Gardens, Harborview Towers, and Charles F Greene Homes. Scattered Sites units are NOT available to new applicants. Only public housing residents in good standing and who meet the eligibility requirements will be eligible to be placed on a Scattered Sites Incentive Transfer List.

- a. All current applicants for apartments of the size and type offered at developments with Site-based Waiting Lists will be put on the Authority-wide waitlist in the order in which their application was received by date and time.
- b. Thereafter, new applicants will be put on the Authority-wide waitlist in the order in which their application was received by date and time.
- c. Eligible Applicants will be offered up to two units. Refusal of both units without Good Cause will result in removal from the Authority waitlist.
- d. During the purging of the Authority-wide waitlist, applicants will have an opportunity to change their current address and phone number. This is the only time that it will not affect their original pre-application date.
- e. HACB will maintain its waiting list in the form of a computer report (capable of being tracked back to original paper applications) that records the type and size of apartment needed, the date and time of application or application number, the Authority's preferences and the race and ethnicity of the family head.

2. Updating the Waiting Lists

1. The PHA requires applicants to report, in writing or in person, any changes in family composition or circumstances, and any significant changes in income or assets that would affect the family's eligibility, the type of development, the size and type of unit needed, or the family's



preference category for admission. A verified change in preference status may result in the applicant being moved up or down on the waiting list.

2. **An applicant must report immediately, in writing or in person, any change in address and/or telephone number to the Director of Asset Management at the Housing Authority of the City of Bridgeport, 150 Highland Avenue, Bridgeport CT 06604 .** Any correspondence returned postmarked by the United States Postal Service as undeliverable or any unsuccessful attempt by the PHA to contact the applicant shall be grounds for withdrawal of the pre-application.

B. Application Rejection and Removal from the Waiting List

1. The PHA will remove an applicant's name from the waiting list under the following conditions:
 - a. The applicant requests that their name be removed; or
 - b. The applicant has been advised in writing to inform the PHA of the applicant's continued interest by a particular time, and the applicant failed to do so; or
 - c. The PHA has made reasonable efforts to contact the applicant to determine if there is continued interest, but the PHA has been unsuccessful in locating the applicant;
 - d. The PHA has made reasonable efforts to contact the applicant to schedule interviews as necessary; or
 - e. The applicant has been shown two units and has rejected both units without Good Cause.**

I. Opening and Closing the Waiting List

A. General

1. **Keeping the entire public housing waiting list open when an applicant's average wait exceeds two years, consumes an excessive amount of staff time.**
2. **HACB is permitted to close all or a part of their waiting list, depending on factors such as their turnover rate, existing vacancy patterns and the way preferences are structured in their Admissions and Continued occupancy Policy.**

B. Sub-Lists

1. **In practice, the waiting list is divided into sub-lists by apartment size and type as follows:**
 - a. **Designated elderly buildings have one central waiting list, broken down by apartment size (unit size by number of bedrooms) Note: Only elderly (Head of Household or spouse 62**



or older) and near-elderly (Head of Household or spouse age 55 to 61) families may be housed at these buildings;

- b. Accessible and adaptable apartments have citywide lists, broken down by apartment size (number of bedrooms). Note: These apartments are to be leased first to current residents and second to applicants who need the accessibility features of the apartments;
- c. General occupancy developments for families are broken down by apartment size (unit size by number of bedrooms). Note: This list will contain families of all sizes and categories.

C. When a Sub-List may be Closed

1. A sub-list may only be closed if there are sufficient applications in the top priority category for all applicable income tiers to fill projected vacancies for two years.
2. It is permissible to have only preference lists open, to close lists by bedroom size, by occupancy type (elderly, non-elderly), etc.
3. HACB will use the following method to determine whether the waiting list(s) may be partially or completely closed. The HACB may elect to close lists by property (site-based lists only), by type (elderly or non-elderly) or by bedroom size or any combination of these factors.
4. The waiting list for accessible and adaptable apartments may never be closed.
5. The waiting list for Fireside may not be closed until all terms of the Matyasovsky Consent Decree are met; or when the count of self-identified applicants exceeds three (3) years of turnover for designated units.

D. How to Determine When the Waiting List May Be Closed

1. Staff will compute the average number of move-outs per year by type and size of apartment over the past two years.
2. The waiting list is then examined to determine how many applicants there are already in the “top priority” preference categories by income tiers in HACB’s preference system (in HACB’s ACOP) and the category of preferences for which applicants qualify.
3. If the number of “top priority” applicants in the highest preference categories for all income tiers is less than the average number of move-ins per year, the waiting list may not be closed.
4. If the number of “top priority” applicants in the categories in equal to or greater than the average number of move-ins per year, the waiting list may be closed because the average wait of a new



applicant in the “top priority” category would be more than one year.

5. At any point after the waiting list has been closed, if the number of applicants on the “top priority” category drops below the average number of move-ins per year, HACB reopens the waiting list and begins to take new applications.
6. HACB may elect to accept applications only from individuals who qualify for the “top priority” preference categories.
7. When the waiting list is to be closed or re-opened, a sign will be placed in the lobby, a notice will be made on the HACB website and an advertisement will be placed in all regional and local newspapers used to make HACB announcements.
 - a. The sign, website notices and ads will indicate which waiting lists are affected (by program, type and bedroom size) and what restrictions apply (e.g. Preference holders).
 - b. All signs, website notices and advertisements must comply with the HACB Procedure on Affirmative Marketing.
 - c. All advertisements will be made in English and in Spanish.
8. When the waiting list is closed, HACB will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

J. Family-Reunification Program

This I. Family-Reunification Program was recently approved by the Board of Commissioners as a Pilot Program to be administered by the Housing Choice Voucher (HCV) & Low Income Public Housing (LIPH) Program. The Board of Commissioners unanimously approved the implementation of this program in March 2008.

The purpose of this program is to promote family re-unification and provide assistance for eligible applicants who have been incarcerated and who are currently active participants in a Re-Entry Program.

- A. Qualified applicants will be processed by a referral, only from the Re-Entry program or an equivalent, to be eligible to participate in the Family Re-Unification Pilot Program, in the Section 8 HCV Program, the LIPH Program or the Project-Based Voucher Program. Each applicant must complete the following eligibility screening criteria in accordance with the application selection process.

Qualified applicants must submit three references¹² from:

- a program supervisor
- probation officer; or



- a social service agency

Applicants must be gainfully employed or complete a training program to obtain employment.

1. If applicants have a history of drug abuse or alcohol abuse, they must obtain a Certificate of Completion from a reputable Rehabilitation Program.
 - B. No one will be admitted to the program if he/she is a Lifetime Registered Sex Offender or if they have had any experience with the use and manufacturing of methamphetamines.
 - C. All applicants are subject to all of the HUD regulations, statutes and guidelines that regulate the Section 8 HCV, LIPH and Project-Based Voucher Programs. All applicants are also subject to the Administrative Plan, guidelines, policies and procedures of the Section 8 HCV, LIPH and Project-Based Voucher Programs.
 - D. Applicants for the Re-Entry Program must be on the existing waiting list. If a family member is re-unifying with an existing family, the member can be added to the family composition upon final eligibility screening.
 - E. Applicants on the waiting list must be processed in accordance with existing screening criteria and eligibility determination.
 - F. Applicants determined ineligible will be given an opportunity to request an Informal Hearing, in writing, to the HACB.

K. One Strike Policy

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Housing Authority of the City of Bridgeport to fully endorse and implement a policy that is designed to:

- Help create and maintain a safe and drug-free community
- Keep our program participants free from threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.



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Any exceptions or waivers to the screening criteria will be determined case by case. The Housing Authority of the City of Bridgeport (HACB) will have the last right of refusal.

A. Administration

1. All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationally, religion, sex, familial status, disability, or against other legally protected groups, and not to violate right to privacy. To the maximum extent possible, HACB will involve other community and governmental entities in the promotion and the enforcement of this policy. This policy will be posted on HACB's bulletin board and copies made readily available to applicants and residents upon request.

HUD Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means on or off, not just near the premises. Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of HACB.

B. Screening for One Strike

1. In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents. HACB will endeavor to screen applicants at the time of the initial application is made, as thoroughly and fairly as possible.
2. If in the past HACB initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing. HACB shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.
3. HACB will ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will include routine inquiries of the family and any other information provided to HACB regarding this matter; and complete criminal checks. The inquiries will be standardized and directed to all applicants by inclusion in application form.
4. If as a result of the standardized inquiry and/or criminal check, or the receipt of a verifiable referral, there is indication that the family or any



family member is engaged in drug-related criminal or violent criminal activity, HACB will conduct closer inquiry to determine whether the family should be denied admission.

C. FBI and Law Enforcement Records

1. HACB will check criminal history for all applicants and adults/family members in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity. Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.
2. HACB has applied to the Federal Bureau of investigation (FBI) and obtained a unique Originating Agency Identifier (ORI) number in order to maximize its efforts in obtaining applicant criminal record history. HACB through the HACB Chief of Security processes and funnels requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records. HACB will do a name check only through its local law enforcement agency to access limited information from the NCIC. The Housing Authority also checks criminal histories of applicants.
3. If the channeling agency indicates to HACB that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, HACB must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

D. Standard for Violation

1. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a five (5) year period beginning on the date of such eviction. The HACB will waive this requirement if:
The person demonstrates successful completion of a rehabilitation program approved by the HACB, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated. **See *Procedure on Applicant Screening***
2. HACB will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.



3. HACB will deny participation in the program to applicants where HACB determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where HACB determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
4. Engaged in or engaging in or recent history of drug related criminal activity means any act within the past five (5) years by applicant or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the Housing Authority, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

E. Other Criminal Activity

1. "Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conducts or behavior which would adversely affect the health, safety or welfare of other residents.
 - a. For the purposes of this policy, this is construed to mean that a member of the current family has been convicted of any criminal or drug-related criminal activity within the past five (5) years.
2. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.
3. No family member may have engaged in or threatened abusive or violent behavior toward HACB personnel at any time. No family member may have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

F. Evidence

The Housing Authority must have evidence of the violation.

1. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact



sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

- a. Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.
2. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by HACB inspectors and/or investigators and evidence gathered from the HACB Hotline (203-576-7983). Residents may call this number to report problems in the site. Caller identities are not required and shall remain private.
3. The HACB may pursue fact-finding efforts as needed to obtain credible evidence, including obtaining information from drug abuse treatment centers. HACB will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance. HACB will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility. All participants who respond in the affirmative will be required to sign a written consent authorizing the Housing Authority to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance. The authorization will be sent to the drug abuse treatment facility with a Housing Authority postage paid return addressed envelope addressed to the attention of the Resident Selection office.

G. Confidentiality of Criminal Records

1. HACB will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated and destroyed once the purpose for which it was requested is accomplished. All criminal reports, while needed by the Resident Selection Department for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.
 - a. Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in the Personnel Policy.
2. If the family is determined eligible for initial or continued assistance, the HACB's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.



3. If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.
4. HACB will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

H. Disclosure of Criminal Records to Family

1. Before HACB takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an Informal Hearing. Residents may contest such records at the court hearing in the case of evictions.

I. Hearings

1. If information is revealed that would cause HACB to deny admission to the household and the person disputes the information, they shall be given an opportunity for an Informal Hearing according to HACB's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

L. Procedure on Informal Hearings

This section describes when an informal hearing may be requested by an applicant who has been rejected for admission and the informal hearing process that will be followed by HACB staff.

Informal Hearings may be requested for the following:

HACB decisions to reject applicants for admission may lead to the right to request an informal hearing. Certain determinations will be made by HACB staff based upon:

- **Verified information relating to an applicant's eligibility; or**
- **Verified information relating to an applicant's conduct that would disqualify the applicant based on the HACB's Screening Criteria.**

In certain cases applicants may believe that they have an explanation or were affected by mitigating circumstances which, if made available to HACB staff, could change the determination. The burden of proof is on the applicant to demonstrate that the mitigating circumstances outweigh or overcome information on which the HACB has relied. Further, the applicant must be able to convince the HACB that any prior negative tenant history is unlikely to recur.



The applicant may request an informal hearing to discuss or present evidence regarding either or both of the following events:

- The applicant has been rejected as ineligible for assistance;
- The applicant has been rejected because they have failed to meet the HACB's screening requirements

Notice to the Applicants

If an applicant is rejected, HACB will notify the applicant of the right to an informal hearing. The notification will be in writing and will include the following information:

- The specific grounds for the determination;
- The applicant has ten (10) business days to request a hearing in writing, to discuss the determination;
- If the applicant is an individual with disabilities, they may inform HACB staff of this fact and request a reasonable accommodation.

The ten days during which the applicant may request an informal hearing begins on the day a rejection notice is hand delivered to the tenant/applicant; or the three days after it is mailed.

(Postage stamp can be used if mail was delayed).

The Applicant Response

The applicant request for an informal hearing must be received in writing within ten (10) business days or it will not be accepted by HACB staff.

The Informal Hearing

Upon receipt of a proper request for an informal hearing, HACB staff will schedule the hearing within ten (10) business days and will notify the tenant/applicant of the following:

- The time and location of the meeting;
- HACB staff will reasonably try to accommodate schedule conflicts;
- The applicant is not allowed legal representation at an informal hearing;
- That all relevant evidence and documents should be brought to the meeting;
- If the applicant is a person with disabilities, he/she may bring a representative to assist them in fully participating in the hearing process;
- If no attempt is made to reschedule and the tenant/applicant does not appear for the appointment, a finding against the tenant/applicant will be made.



HACB is responsible to designate the hearing officer.

It may not be:

- **The employee who made the original determination; or**
- **A subordinate of the employee who made the original determination.**

It may be:

- **The Director of the Department;**
- **The Director of Legal Services;**
- **The Executive Director; or**
- **The Executive Director's Designee.**

At the informal hearing:

- **All documents that resulted in the determination will be made available for review by the applicant;**
- **The applicant will be allowed to present any documented evidence which may contradict the documentation HACB staff has;**
- **The applicant will be allowed to present any mitigating circumstances in an attempt to change the determination made by HACB staff.**

Informal Hearing Follow Up

The Hearing Officer will carefully consider all evidence and explanations presented by the tenant/applicant and will make a final determination that the original determination to reject was correct or based on explanations received, will change the original determination. This final decision will be communicated to the tenant/applicant in writing.

Filing Requirements

All documents related to an informal hearing must be kept on file for three (3) years. This includes:

- **All documents and evidence that resulted in the original determination;**
- **A copy of the notice of the original determination;**
- **A copy of the applicant's request for an informal hearing;**
- **A copy of the letter scheduling the hearing;**
- **Copies of all evidence provided at the hearing;**
- **A written summary of explanations provided at the hearing;**



- A copy of the final determination letter to the applicant.

III. Tenant Selection and Assignment Plan

A. Making Unit Offers – General Population Developments and Elderly/Disabled Designated Developments (including Forest Green)

1. Certain types of transferees will receive offers of housing before applicants from the waiting list.
2. In all offers HACB shall not discriminate on grounds of race, color, sex, religion, national origin, disability or familial status. Also, see the **HACB Procedure on Transfers**.
3. Specifically, the following order of **unit** offers applies:

a. Emergency Transfers:

- 1) For displaced residents due to disasters; and
- 2) For approved VAWA transfers;
- 3) For approved life, health and safety transfers;
- 4) For Displaced Marina Village Residents due to Redevelopment efforts; and

b. Reasonable Accommodation Transfers:

- 1) For approved residents with disabilities;
- 2) For approved residents with Live-in Aides;
- 3) For approved residents with a special needs other than those needing accessible units or units with accessible features; and

c. New Admissions from the Authority-wide waitlist:

- 1) Two new admissions will be taken from the Authority-wide waitlist and will then alternate between one Administrative Transfer and one Scattered Sites Incentive Transfer;

d. Administrative Transfers:

- 1) Transfers mandated by HACB for modernization transfers;
- 2) Transfers related to problems of violence that are less than life-threatening;
- 3) Transfers mandated by HACB due to over and under housing by more than two degrees and residents who have to temporarily or permanently relocate as a result of the sale or transfer of ownership of HACB owned or managed housing;



e. Scattered Sites Incentive Transfers; and
f. Resident-initiated Transfers.

4. To ensure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status the one-offer plan will be used to make apartment offers to applicants from waiting lists. 24 CFR § 1.4(2)(ii)
5. **The first qualified applicant in sequence on the waiting list is made one offer of an apartment of appropriate size and type.**
 - a. **If an applicant does not accept the first unit offered for Good Cause, they will be then be offered a second unit.**
 - b. **If an applicant does not accept the second unit and there is no Good Cause then the applicant will be removed from the waitlist.**
 - c. **If an applicant does not accept the second unit because of Good Cause they will be offered on additional unit. If the applicant refuses this offer they will be taken off the waitlist.**
6. **HACB will first match the apartment available to the highest-ranking applicant for an apartment of that size, type and *special features (if any), taking into account designated housing. Authority Preferences will then be used to determine the order of selection from the waitlist. If two applicants need the same type and size of apartment and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.*** 24 CFR § 960.206(c)
7. The applicant must accept any apartment offered within 3 working days of the later of
 - a. the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities); or
 - b. the date they are shown the apartment.
8. If the applicant does not accept the unit offer within the time frame in number 7 above, they will be withdrawn from the waiting list and cannot reapply for 12 months from the date of withdrawal.
9. All offers made over the phone will be confirmed by letter¹¹. If unable to contact an applicant by phone or first class mail, HACB will send a certified letter, return receipt requested.
10. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be

¹¹ Or by the communication method requested by an applicant with disabilities



ready for move-in first. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

- a. Names will be removed from the waiting list in accordance with ***Procedure on Removing Applications from the Waiting List***.

B. Accessible/Adaptable Units – General Population Developments

1. Before offering accessible/adaptable apartments to non-disabled applicants, HACB will offer such units:

- a. First, to a current public housing resident having a disability that requires the special features of the vacant apartment. **24 CFR § 8.27(1) (a)**
- b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant apartment. **24 CFR § 8.27(1) (b)**

2. When offering an accessible/adaptable apartment to a non-disabled applicant, HACB will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant. **24 CFR § 8.27 (2)**

C. Making Unit Offers – Fireside Apartments

1. Available units at Fireside Apartments will be offered as follows to ensure that the ratio of Disabled Families to Elderly Families reaches 2:1:

- a. First, to the next elderly family on the Mixed Population waiting list or on the Over Housed Transfer Waiting list
- b. Second, to the next elderly family on the Mixed Population waiting list or on the Over Housed Transfer Waiting list
- c. Third, to the next disabled family on the Mixed Population waiting list, whose head of household is under 50 years of age on the date the offer is made. If there is no such disabled family on the Mixed Population waiting list whose file is ready to be assigned, then to the next disabled family on the Fireside Disabled Transfer List, whose head of household is under 50 years of age on the date the offer is made. If there are no disabled families whose head of household is less than 50 years of age on either the Mixed Population waiting list or on the Fireside Disabled Transfer List, then to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.



- d. Fourth, to the next disabled family on the Mixed Population waiting list, whose head of household is under 50 years of age on the date the offer is made. If there is no such disabled family on the Mixed Population waiting list whose file is ready to be assigned, then to the next disabled family on the Fireside Disabled Transfer List, whose head of household is under 50 years of age on the date the offer is made. If there are no disabled families whose head of household is less than 50 years of age on either the Mixed Population waiting list or on the Fireside Disabled Transfer List, then to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.
- e. Fifth, to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.
- f. Sixth, to the next disabled family on the Fireside Disabled Transfer List. If there is no disabled family on the Fireside Disabled Transfer List, then to the next disabled family on the Mixed Population waiting list whose head of household is less than 62 years of age on the date the offer is made.
- g. Seventh, to the next elderly family on the Mixed Population waiting list or on the Over-housed transfer waiting list.
- h. Eighth, to the next disabled family on the Mixed Population waiting list whose head of household is under 50 years of age on the date the offer is made. If there is no such disabled family on the Mixed Population waiting list whose file is ready to be assigned, then to the next disabled family on the Fireside Disabled Transfer List, whose head of household is under 50 years of age on the date the offer is made. If there are no disabled families whose head of household is less than 50 years of age on either the Mixed Population waiting list or on the Fireside Disabled Transfer List, then to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.
- i. Ninth, to the next disabled family on the Mixed Population waiting list whose head of household is under 50 years of age on the date the offer is made. If there is no such disabled family on the Mixed Population waiting list whose file is ready to be assigned, then to the next disabled family on the Fireside Disabled Transfer List, whose head of household is under 50 years of age on the date the offer is made. If there are no disabled families whose head of household is less than 50 years of age on either the Mixed Population waiting list or on the Fireside Disabled Transfer



List, then to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.

- j. Tenth, to the next disabled family on the Mixed Population waiting list whose head of household is under 62 years of age on the date the offer is made.
- k. Eleventh, to the next disabled family on the Fireside Disabled Transfer List. If there is no Disabled Family on the Fireside Disabled Transfer List, then to the next disabled family on the Mixed Population waiting list whose head of household is less than 62 years of age on the date the offer is made.
- l. Twelfth, to the next elderly family on the Mixed Population family on the Mixed Population Waiting List or on the Over-housed transfer list.
- m. If there is an elderly family on the Over-housed transfer list willing to accept a one-bedroom unit at Fireside Apartments, then the unit may be assigned by HACB at any time. If HACB assigns a Fireside unit to an elderly family on the Over-housed transfer list outside of the order set above, then HACB will skip the next assignment to an elderly family.

D. Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed at each development site as well as online at the HACB website. Initial intake, screening, and assigning of housing (including transfers) will be made by the Housing Manager at each site. Offers may be made in person, in writing or by phone from the Housing Manager at each site development. The Director of Asset Management will maintain the Authority's Low Income Public Housing Wait List.

E. Transfers – General Population Developments and Mixed Population (other than Fireside Apartments)

HACB has five types of transfers: Emergency, Reasonable Accommodation, Administrative, Scattered Sites Incentive and Resident-initiated.

The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency, Administrative, and Incentive transfers take precedence over admissions.
2. The specific definitions of each type of transfer are covered in Section V, Transfers, below.



3. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in Section C above without losing their position on the transfer list.
4. Tenants receiving an offer of transfer must move within five working days of the date of the offer, or from the date when the unit is ready for occupancy.
- 5. Tenants who refuse two transfer offers without Good Cause will be removed from the transfer list, and tenants whose transfers are mandatory are subject to lease termination. 24 CFR § 966.4. Marina Village residents under relocation are exempt from this provision.**
6. Tenants may use the HACB Grievance Procedure if they are refused the right to transfer or if HACB is requiring them to transfer and they do not want to do so. **24 CFR § 966.50**

F. Transfers – Fireside Apartments

HACB has established a Fireside Disabled Transfer list to allow HACB tenants who were disabled when they moved into public housing or became disabled afterward, to be considered for a transfer to Fireside Apartments. Only tenants who are disabled¹³ and under the age of 62 at the time they were initially assigned a unit of public housing and are a resident in good standing will be placed on the Fireside Disabled Transfer list. For purposes of the Fireside Disabled Transfer list a resident in good standing means a tenant who:

1. is current in his or her rent payments;
2. does not engage in conduct that constitutes a serious threat to the health, safety, or right to peaceful enjoyment of the premises by other residents and/or HACB employees, including, but not limited to:
 - a. criminal activity, which includes violent crimes, any drug related criminal activity occurring on or off, not just on or near, the HACB premises, and any other crime that poses a threat to the life, health, safety or peaceful enjoyment of the premises by other residents;
 - b. the illegal use of any controlled substance or the abuse of alcohol or the use of any controlled substance in such a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; and
3. any other conduct that constitutes a serious threat to the health, safety, or right to peaceful enjoyment of the premises by residents or HACB employees; and meet the housekeeping standards of HACB.

For purposes of being transferred to a Fireside unit, tenants who are placed on the Fireside Disabled Transfer list who are more than 30 days behind on their rent or who owe any administrative charges pursuant to the terms of their

¹³ Either disabled at the time they were initially assigned or who thereafter became disabled



lease with the HACB shall be placed on the Fireside Disabled Transfer list, but shall not be transferred until their rent is brought current and all administrative charges are paid. If a tenant reaches the top of the Fireside Disabled Transfer list, and is more than 30 days behind on their rent or owes administrative charges, the tenant shall not be transferred to the Fireside Apartments until the rent is brought current and all administrative charges are paid.

Families will be placed on the Fireside Disabled Transfer list based on the date and time the tenant filed his/her last pre-application.

Selection from the Fireside Disabled Transfer list will be in accordance with the Tenant Selection and Assignment Plan.

IV. Leasing Dwelling Units

A. General Leasing Policy

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability and family status. **24 CFR §§ 1.4 and 100**
2. All public housing units must be occupied by families whose sole residence is the public housing apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed HACB lease that complies with HUD's regulations **24 CFR § 966.4.**
4. HACB will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head, spouse, and all other adult members of the family and by the Executive Director or other authorized representative of HACB, prior to actual admission **24 CFR § 966.4 (p)**
6. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
7. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Site Management Office.
8. The resident shall pay a security deposit at the time of leasing. The security deposit shall be an amount set forth in the Lease. Pet deposits are in addition to the security deposit, in accordance with the ***Pet Procedure***. **24 CFR § 966.4(b)(5)**
9. If a resident transfers from one HACB apartment to another, a new lease will be executed for the dwelling into which the family moves. **24 CFR § 966.4 (a)(ii)**
10. 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: **24 CFR § 966.4(c)**
 - 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.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of HACB. **24 CFR § 966.4 (o)**

11. At the time of leasing the new resident will receive a copy of the HACB Lease and the following attachments:
 - a. Pet Policy (**See Procedure on Pet Policy**)
 - b. Grievance Procedure
12. If, at any time, the head of household dies or leaves the unit for any reason (institutionalization, incarceration, forming a new household elsewhere), HACB will permit the remaining members of the family to remain in the unit so long as:
 - a. The remaining family member(s) report the death or departure of the head within ten days of the occurrence;
 - b. There is still at least one family member who was listed on the lease for the apartment;
 - c. There is at least one family member who is either an adult or an emancipated minor capable of executing a lease;
13. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
14. Residents are not permitted to allow a former resident of HACB who has been evicted to occupy their unit. Violation of this provision is grounds for lease termination.
15. Residents must advise HACB if they will be absent from the apartment for more than 14 days. Residents shall notify the manager, secure the apartment and provide a means for HACB to contact the resident in an emergency. Failure to advise HACB of an extended absence is grounds for termination of the lease. The Executive Director or his designee may determine if a family may remain following incarceration of the only adult family member. (See ***HACB's Procedure on Incarceration & HACB's Procedure on Family Absences.***)

B. Showing Units Prior to Leasing

1. Applicants shall have an opportunity to see the unit being offered before they accept the offer and lease the apartment in accordance with ***HACB's Procedure on Showing Units Prior to Leasing.***
2. HACB will not show nor move a family into a unit that does not meet basic habitability standards,



C. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or HACB's ***Procedure on Additions to Resident Families/Households***, shall be permitted to occupy a dwelling unit (24 CFR § 966.4(a)(v)).
2. Family members added as a result of birth, adoption or court awarded custody do not require approval of HACB, although the family must notify HACB of the additional member. Generally HACB will approve the *addition* of other family or household members when that individual passes screening and does not overcrowd the family. The word "addition" will be applied to the following circumstances:
 - a. If resident plans to marry;
 - b. If resident is awarded custody of a child over the age for which juvenile justice records are available;
 - c. If resident desires to add a new family member to the lease;
 - d. If resident desires to employ a live-in aide;
 - e. If resident desires to take in a foster child(ren);
 - f. If a unit is left occupied by a "remaining family member(s)";
3. Any added or requested "adult" must be part of the leaseholder's family as defined by **24 CFR § 5.403**. In addition, the added or requested adult cannot add subordinate family (son, daughter, or legal guardian of requested additional member(s)). Any adult family member that has been removed from the family composition will not be added back onto the family composition. When the new family member is added to the family composition, the additional adult member must reside within the household for a minimum of three (3) years in order to be eligible to become head of household.
4. Remaining family members may remain within the unit and become "Head of Household" only when the head of household passes or is institutionalized (i.e., convalescent home, nursing home, or assisted care) and the remaining family, upon re-execution of the lease, must agree to transfer into the next available unit, in accordance with the ***Occupancy Guidelines Policy***.

D. Security Deposit Policy

General

This procedure is a detailed overview regarding Security Deposits as mentioned in the HACB Admissions and Continued Occupancy Policy (ACOP) under "Leasing Policy", Section A, article 8.



Process

- 1. New tenants must pay a security deposit to the HACB at the time of admission.**
- 2. Prospective residents must deposit with the HACB at the time of admission, a security deposit equal to two month's rent up to a maximum security deposit amount of \$200;**
- 3. Elderly families must deposit one month's rent up to a maximum security deposit amount of \$100.**

(Residents admitted prior to the effective date of this policy that were subject to different security deposit requirements, shall not be required to adhere to the provisions of this section.)

Security Deposit Refunds

- 1. The HACB will abide by all HUD Regulations and state laws regarding the collection and refund of resident security deposits.**
- 2. The HACB will hold the security deposit for the period the tenant occupies the unit.**
- 3. The HACB will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:**
 - a. Unpaid Rent;**
 - b. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear; and**
 - c. Other charges under the Lease.**
- 4. The HACB will refund the Security Deposit less any amounts owed, within thirty (30) days after move-out and tenant's notification of new address.**
- 5. The HACB will provide the tenant or designee identified with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, the HACB will provide a meeting to discuss the charges.**

Vacating the Unit

- 1. The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition; and**
- 2. The resident must furnish a forwarding address to the HACB; and**
- 3. The resident must return all keys to the unit to the Management upon vacating the unit.**



The HACB will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

E. Procedure on Good Cause for Refusal of Unit Offer

1. General

This procedure describes the situations in which an applicant's refusal of a unit will not result in the applicant's being removed from the waiting list (site-based waiting list) or dropped to the bottom of the waiting list (community-wide waiting list).

2. Procedure Applicability

This procedure is applicable to offers made to applicants from the Authority-wide or site-based waiting lists, and to most transfer offers.

3. Good Cause for Applicant Refusal of Unit Offer

HACB will not remove an applicant from the waiting list for refusing a unit offer if the applicant cannot move at the time of the offer and presents verification ("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.

Examples of "good cause" for refusal of an offer of housing are:

- a. The apartment is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the apartment has no Uniform Physical Condition Standard (UPCS) and is not broom clean;**
- b. The apartment is not accessible to source of employment, education or job training, children's day care, or educational program for children with disabilities¹, so that accepting the apartment offer would require the adult household member to quit a job, drop out of an educational program, or take a child out of day care or an educational program for children with disabilities;**
- c. 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 agency²; This documentation must include a third party physical inspection of the unit delineating the elements that place the family member life, health or safety in jeopardy.**



- d. 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 so the family is unable to move at the time the offer is made;
- e. The apartment has lead paint and the family has children under the age of seven;
- f. The apartment is inappropriate for the applicant's disabilities;
- g. The apartment has accessible features the family does not need and does not want to be subject to a 30 day notice;
- h. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- i. Other, as determined on a case-by-case basis.

If good cause is verified, the refusal of the offer shall not remove the applicant from the waiting list.

HACB 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. Visitors

1. Visitors are permitted in a dwelling unit in accordance with HACB's ***Procedure on Visitors*** so long as they have no previous history of behavior on HACB premises that would be a lease violation.
2. A guest may visit for a total of 15 days in any twelve-month period. Visits of more than three days and less than 15 days are permitted, provided they are reported to the Manager within three days. Requests for guest visits that exceed 15 day in any twelve-month period must be approved by the Executive Director or his designated representative.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with HACB's ***Transfer Procedure***. 24 CFR § 100.5
2. Transfers to Fireside Apartments and to 25 one-bedroom scattered site units are governed by the Tenant Selection and Assignment Plan. Once the ratio is reach for Fireside Apartments and 25 one-bedroom scattered site units have been leased in accordance with the Tenant Selection and



Assignment Plan, all transfers to and from Fireside and the one-bedroom scattered site units will be processed in accordance with this Chapter.

3. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
4. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii)**
5. A notice requirement for emergency transfers is not required, since, by definition, these involve danger to residents. A notice requirement for administrative transfers in which the resident is in danger from criminal elements or domestic violence is not required, but all other categories of transfers require at least 30 days written notice¹⁴. **24 CFR § 966.4(h)**
6. When possible, HACB will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units.
7. HACB may, from time to time, revise the ***Transfer Procedures*** to expand the categories of transfers to create and implement special programs and/or incentives for the benefit of public housing residents.
8. If a family is transferred to another HACB public housing unit while under a court stipulation, the terms of the court stipulation will continue to apply to the family during its tenancy in the new unit.

B. Types of Transfers

1. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency Transfers are mandatory when HACB determines that unit or building conditions pose an immediate threat to resident life, health or safety. In addition, mandatory transfers are made to resolve problems of a life-threatening nature that are not related to building or unit conditions. Such conditions could involve crime, domestic violence, hate crimes, medical or disability issues, or other situations that put a resident's life in danger from something other than the condition of the unit or building. A family that is verified to be subject to domestic violence at another PHA may be transferred as an Emergency Transfer under this policy, following completion of all screening requirements. Approval for such a transfer may be made by the Executive Director or his designee. **24 CFR § 966.4(h). In addition Marina Village residents subject to Relocation and the Marina Village Resident Council Memorandum of Agreement (MOA) are also consider Emergency Transfers.**

- 1) HACB is not required to give prior notice of an Emergency Transfer;

¹⁴ Transfers under the Relocation Rights Contract require 120 to 180 days notice.



- 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment¹⁵. 24 CFR § 966.4(h)
- 3) Refusal to make an emergency transfer is grounds for lease termination and eviction, **except Marina Village Residents as covered by the Marina Village Resident Council MOA.**

Reasonable Accommodation Transfers: These transfers include residents that may need an accessible unit due to a disability or may need a unit to accommodate a Live-in Aide or a special need other than needing an accessible unit or a unit with accessible features. 24 CFR § 8.27(1)

Administrative Transfers:

This category of administrative transfers includes those due to modernization, victim assistance, severe over and under housing, or to correct and avoid concentrations of high poverty. It is set up in 4 sub priorities:

1. Transfers to permit unit modernization;
2. Transfers to related to problems of violence that are less than life-threatening; and
3. Transfers to over and under housing by more than two degrees and residents who have to temporarily or permanently be relocated as a result of the sale or transfer of ownership of HACB owned or managed housing; 24 CFR § 966.4(c); or
4. Transfers between sites to correct and avoid concentration of the most economically and socially deprived families.

Scattered Sites Incentive Transfers: Voluntary transfers to scattered site properties available to low income public housing residents who are in good standing for five or more consecutive years.

Resident incentive Transfers: Voluntary transfers to any public housing site or unit (elderly, disabled and non-elderly families) available to low income public housing residents who are both lease compliant and in full compliance with Community Service requirements.

Requests for these transfers will be made to the Housing Manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by HACB (e.g. moving a person with mobility problems to an apartment with accessible features).

¹⁵ Resident may challenge any charges for damages by using the HACB Grievance Procedure



Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice.

C. Priorities for Transfers

The priorities detailed in this section are for all developments **except Fireside Apartments and that will be leased to disabled families.**

Transfers will be sorted into their appropriate categories by the Asset Management Department. Offers of an apartment will be made in the following order:

Emergency Transfers:

- 1. For displaced residents due to disasters; and**
- 2. For approved VAWA transfers;**
- 3. For approved life, health and safety transfers;**
- 4. For Displaced Marina Village Residents due to Redevelopment efforts; and**

Reasonable Accommodation Transfers:

- 1. For approved residents with disabilities;**
- 2. For approved residents with Live-in Aides;**
- 3. For approved residents with a special needs other than those needing accessible units or units with accessible features;**

New Admissions from the Authority-wide waitlist:

- b. Two new admissions will be taken from the Authority-wide waitlist and will then alternate between one Administrative Transfer and one Scattered Sites Incentive Transfer;**

Administrative Transfers:

- 1. Transfers mandated by HACB for modernization transfers;**
- 2. Transfers related to problems of violence that are less than life-threatening;**
- 3. Transfers due to over and under housing by more than two degrees and residents who have to temporarily or permanently be relocated as a result of the sale or transfer of ownership of HACB owned or managed housing; and**
- 4. Transfers to correct and avoid concentration of the most economically and socially deprived families.**

Scattered Sites Incentive Transfers; and



Resident-initiated transfers.

D. Processing Transfers

1. Residents request transfers from managers and managers prepare the paperwork justifying transfers. Housing Manager maintains transfer waiting lists and processes transfers for **all properties except public housing properties and/or units not owned and managed by HACB**. For details on processing, see HACB *Procedure on Transfers*.
2. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.
3. 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 an Administrative transfer until the child is three (3) years of age. Exceptions: spouse or partner returns to the apartment, marriage takes place, or family decides to remain in the apartment and the apartment is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
4. Split-family transfers will be processed as Category 2 administrative transfers.

E. Residents in Good Standing

1. In general, and in all cases of all incentive transfers, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:
 - a. Are current on rent without unpaid balance at any time in the past year and must have completed a repayment agreement twelve months from the date of reinstatement;
 - b. Are current on utility payments to HACB or to utility supplier or are current with any repayment agreement with the HACB or utility supplier;
 - c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law;
 - d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
 - e. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.



2. Exceptions to the good standing requirements may be made for emergency transfers or when it is to HACB's advantage¹⁶ to make the transfer. The exception to the good standing requirement will be made by the Director of Asset Manager taking into account the recommendation by the Manager.
3. Absent a determination of exception, the following policy applies to transfers:
 - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
 - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

F. Cost of Transfers

1. HACB will pay the moving costs of all transfers except incentive transfers and those due to changes in family size;
2. Transfers in connection with accessibility, modernization, or revitalization will include moving expenses.

G. Split Family Transfers

1. Certain families will qualify for split family transfers in accordance with HACB's ***Transfer Procedure***.
2. Families may qualify for split family transfers through regular annual reexaminations of income and family composition.
3. Generally the following must be true:
 - a. The original family must be both lease compliant and overcrowded; and
 - b. The splitting family must be able to pass applicant screening.
4. The presence of an additional adult family member, with or without children, does not automatically qualify a family for a split family transfer if there is no overcrowding.
5. If a family requests a split and the original family later violates the lease and the family requested a split before the implementation of this procedure or before the lease violation occurred, and the splitting family was not involved in the lease violation and meets all other requirements to split, the split will still be granted.

¹⁶ e.g. a single person is living alone in a three bedroom unit and does not want to move



VI. Annual Reexaminations of Income and Family Circumstances

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 XII of this policy.¹⁷
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease. **24 CFR § 966.4(f)**
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number. **24 CFR § 5.216**
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent **24 CFR § 5.5**
5. Who are in compliance with the HACB's 8 hour per month Community service requirements.¹⁸
6. Who successfully pass an annual criminal history check, in accordance with Section II of this policy.
7. Attend a one time, mandatory Fire Safety Training class.

B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
 - a. The family reports the departure (or death) of the head of household within 10 days of the occurrence; and
 - b. The family includes a member who can pass screening and is either of legal age to execute a lease or is a Court recognized emancipated minor; and
 - c. The new head signs a new lease within 30 days of the departure of the former head.
2. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse.

¹⁷ 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

¹⁸ Applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs



3. HACB 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.
4. HACB will not hold remaining family members under age 18 for rent arrearages incurred by the former head of household.
5. Household members (i.e., foster children, live-in aides) have no rights as a remaining family member.

C. Periodic Reexaminations

1. Regular reexaminations: HACB shall, at least once a year, re-examine the family composition and incomes of all resident families in accordance with the ***Procedure on Annual Reexamination***, except that families paying Flat Rent shall have their incomes reexamined only every three years **24 CFR § 960.257**
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled at least every 60 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
3. A special 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. **24 CFR § 960.257**
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined at least every 60 days until they have a stable income. 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. **24 CFR § 5.609**
5. If HACB is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.
 - a. If HACB prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;
 - b. If the resident prevails in the lease termination action, a new lease will be executed.
6. If HACB discovers criminal activity by an adult family member when they perform the criminal history check for reexamination, they will begin lease termination action.
7. Action Following Reexamination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
 - a. If any change in the apartment 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 apartment when one becomes available. **24 CFR § 966.4(c)(3)**

- b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with the new rent.

8. Effective Date of Adjustments

- a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
- b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- c. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.
- d. Rent increases due to misrepresentation are retroactive to the first of the month following the event that was misrepresented or not reported.

VII. Interim Rent Adjustments: Fixed Rent System

A. Adjusting Rent between Regular Re-examinations

- 1. **Residents are required to report all changes in family composition or status** to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income.**
- 2. HACB wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. HACB will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>HACB ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that is subject to Imputed Welfare Income rules ¹⁹ .	<ul style="list-style-type: none"> • HACB will process an interim reduction in rent if the income decrease will last more than 30 days. 24 CFR § 5.609

¹⁹ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with



(b) Increase in income following HACB granting of interim rent decrease.	• HACB will process an interim increase for income increases that follow interim rent reductions.
(c) Increase in earned income from the employment of a current household member.	• HACB will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, grant the disallowance. 24 CFR § 960.255
(d) Increase in unearned income (e.g. COLA adjustment for social security).	• HACB will defer the increase to the next regular reexamination.
(e) Increase in income because a person with income (from any source) joins the household.	• HACB will process an interim rent increase.
(f) Increase in monetary or non-monetary income after Resident claimed zero income	• HACB will process an interim rent increase.

3. HACB will process an interim increase in rent only if
 - a. the resident's income increases after the resident was granted an interim decrease in rent; or
 - b. the resident reported zero income and has a verified increase in income (which may be a non-monetary contribution); or
 - c. 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.
 - d. HACB will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to HACB ***Procedure on Verification 24 CFR § 960.259(c)***
5. HACB will process interim decreases in rent as follows:
 - a. When a decrease in income is reported, and HACB verifies 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.

economic self-sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).



6. Residents granted reductions in rent are required to report for special reexaminations at intervals determined by the Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.
7. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - a. Welfare department has reduced the grant because of welfare fraud; or
 - b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.
8. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the welfare department.
9. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "c" above.
10. If the welfare department overturns the grant reduction, no retroactive balance is owed.

B. Interim Changes in Family Composition

1. All changes in family composition must be reported within ten days of occurrence. These changes would include:
 - a. Someone listed on the lease leaving the unit;
 - b. Birth, adoption or court-awarded custody of a child;
2. Additions of the following persons must be requested in writing and require written permission from HACB or the manager before the persons may move into the apartment:
 - a. Adult family member (including a new spouse);
 - b. Foster child or children;
 - c. Foster adult;
 - d. Live-in Aide;
 - e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the occupancy department, and, with the exception of Live-in Aides, must not overcrowd the unit.

C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.



1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

D. Earned Income Disallowances

1. If a resident goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below:
 - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less than would be earned working ten hours per week for a fifty week year earning minimum wage; or
 - b. Receives new or increased earned income during participation in an education, job training, or other economic self sufficiency activity; or
 - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families (TANF). If an in-kind benefit (child care, clothing or transportation subsidies for example²⁰) was received it must be worth at least \$500 in the past six months.
2. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.
4. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work.
5. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 48 months from the date when the resident first qualified for the EID.

²⁰ Food stamps, Medicaid and social security are NOT considered TANF benefits.



6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
7. No one receives more than one EID in a lifetime.
8. Residents may qualify for a retroactive EID if all the following are true:
 - a. The residents had new or increased earned income and qualified for an EID after 10/1/99; and
 - b. The resident reported the increased income; and
 - c. HACB increased the resident's rent; and
 - d. The resident paid the increased rent.
9. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to HACB by the resident shall be deducted.
10. If a resident qualifies for a retroactive EID as described in "8" above, he/she shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

1. Either HACB or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms **24 CFR § 966.4(I)**
2. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for eviction of tenant or immediate member of a tenant's family who is a victim of the domestic violence, dating violence, or stalking. Nothing limits HACB from pursuing eviction for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a more demanding standard than non-victims. (42 U.S.C. 13925)

B. Resident-initiated Lease Terminations

1. Resident may terminate tenancy by providing 30 days written notice to HACB or the Manager.

C. HACB-initiated Lease Terminations

1. HACB or its manager terminates the lease only for serious or repeated violations of the material provisions of the lease. **24 CFR § 966.4(I)**
2. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(I)**



3. Notices of lease termination can be served personally, and if posted on the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.
4. In accordance with the lease and grievance procedure, HACB shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.

Tenant Complaints of Harassment

1. If a tenant comes into any of the management offices complaining about any type of incident with another tenant, the first thing to do is to have the tenant fill out a formal complaint form
2. Second, after the form is filled out completely, the Site Manager or Certified Occupancy Specialist must ask the tenant if the police were called in regards to this incident and if so, so they have the police report?
3. If the answer is YES, retrieve the police report from the tenant or have the Chief of Security retrieve the report from the police department. Retrieving the report should be done within a 48 hour time frame.

Once the report is received by the site office, that information must be forwarded to the In-Counsel Attorney to determine the validity of the claims and what will be the next step in either a mediation session between the tenants or eviction proceedings.

If the answer is NO, the tenant did not call the police in regards to this incident the Site Manager or Certified Occupancy Specialist must contact the Director of Asset Management. The Director of Asset Management must then take the tenant information from the site and forward that information to the Chief of Security. The Chief of Security must then contact the tenant who made the complaint and transport the tenant if necessary to the police department to make a formal report.

4. In the event the tenant refuses to file a police report after being contacted by the Chief of Security, the Chief of Security must create a report documenting the date and time he spoke to the tenant and that the tenant has refused to file a police report regarding their original complaint. A copy of said report must be submitted to the Site Manager and the Director of Asset Management.

D. Eviction Actions

1. HACB may evict a resident from the apartment only by bringing a Court action.
2. The State Marshall or another legally authorized department is the only entity authorized to execute an eviction.
3. If HACB files an eviction action against a resident, the resident will be liable for Court costs, excluding attorney's fees, unless the resident prevails in the action;



4. HACB is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
 - a. The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.
 - b. The resident must prove this defense by the preponderance of the evidence.
5. In deciding whether or not to evict for criminal activity HACB may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases, HACB may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
7. HACB may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
8. HACB may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.

E. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by HACB, and shall contain the following information:
 - a. Name of resident, race and ethnicity, number and identification of apartment occupied;
 - b. 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;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
 - d. For "for cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
 - e. Specific reason(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;



- f. Date and method of notifying resident; and
- g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
- h. Copy of the served Termination Notice;
- i. Copy of any agreed settlement orders;
- j. Copy of any post-judgment agreements.

F. Family Debts Owed to HACB

1. This procedure describes the HACB's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HACB's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the HACB's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

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

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit Bureaus

2. A payment agreement as used in this ACOP is a document entered into between the HACB and the Head of Household and spouse, if any, who owes a debt to the HACB in connection with the tenancy. The payment agreement contains details regarding the nature of the debts, the terms of payment, and special provisions of the agreement and the remedies available to the HACB upon default of the agreement.

The maximum amount for which the HACB will enter into a payment agreement with a family is \$2,500.00, except as provided in Section C of this Procedure.

The maximum length of time the HACB will enter into a payment agreement with a family is eighteen (18) months.



3. A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the HACB will:

- Require the family to pay the balance in full
- Pursue civil collection of the balance due
- Terminate the tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to move.

4. Payment Schedule for Monies Owed to the HACB

Initial Payment Due:

<u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
25% to 50%	0-\$500	3-6 months
25% to 50%	\$501-\$1,000	6-10 months
25% to 50%	\$1,001-\$2,500	12-18 months

The circumstances in which the HACB will not enter into a payment agreement are as follows:

- a. If the family already has a payment agreement in place; or
 - b. If the HACB determines that the debt, due to fraud or failure to report income, is so large that it would take more than in months to repay.
5. Payment agreements will be executed between the HACB and the Head of Household and spouse, if there is one.

Monthly payments may be decreased in cases of hardship with the prior notice of the family verification of the hardship, and the approval of the Site Manager.

No transfer will be approved until the debt is paid in full unless the payment agreement is current and the transfer is the result of the following causes:

- a. Family size exceeds the maximum occupancy guidelines; or
 - b. A natural disaster
6. If the family has a payment agreement in place and incurs an additional debt to the HACB, the payment agreement should be amended so that



the additional amounts owed by the family will be added to the existing payment agreement.

G. Debts Due to Fraud/Non-Reporting of Information

The definition of “program fraud and abuse” is a single act or pattern of actions that constitutes false statement, omission or concealment of a substantive fact, made with intent to deceive or mislead.

Families, who owe money to the HACB due to the family’s failure to report increases in income due to fraud, will be required to repay in accordance with the guidelines for program fraud set forth below.

1. Families who owe money to the HACB due to program fraud will be required to repay the amount in full within ninety (90) days. Failure of the family to report accurate information for rent determination or eligibility to HACB is grounds for eviction.

If a family owes an amount, which equals or exceeds \$2,500.00 as a result of program fraud, the case will be referred to the Inspector General, except as otherwise provided below in Section C of this Procedure. Where appropriate, the HACB will refer the case for criminal prosecution.

2. Families who commit program fraud will be subject to the following procedures except as provided in Section C of this Procedure.
 - a. The maximum time period for payment agreement will be ninety (90) days.
 - b. The family will be required to pre-pay ½ of the amount owed prior to or upon execution of the payment agreement.
 - c. To the extent possible, the amount of the monthly payment will be determined in accordance with the family’s current income.

If the family’s payment agreement is in arrears, the HACB will make any or all of the following actions:

- a. Require the family to pay the balance in full immediately
 - b. Pursue civil collection of the balance due; or
 - c. Terminate the tenancy
3. In the event of an initiative by HACB or HUD to identify and resolve income discrepancies due to failure or residents to report income, HACB reserves the right to implement a procedure to allow residents to



repay the debt without penalty for a limited time. In such case, HACB may enter into repayment agreements for terms longer than 90 days.

4. Debts will be written off if:
 - a. A determination is made that the debtor is judgment proof;
 - b. The debtor is deceased; or
 - c. The debtor is confined to an institution indefinitely or for more than three (3) years.

H. Procedure on Complaints, Grievances and Appeals

1. Introduction

It is the policy of the HACB to ensure that all families have the benefit of all protections due to them under the law. This procedure describes the procedures to be followed when applicants or residents disagree with an HACB decision which denies public housing assistance or is an adverse action under a lease between HACB and the resident.

Grievance procedures for public housing residents must be established, approved and conducted in accordance with the requirements of 24 CFR Part 966, Subpart B.

The HACB Grievance and Appeals Procedures which is incorporated into this document is the guideline to be used in cases involving HACB residents.

Excluded from this Grievance Procedure is any grievance concerning a termination of tenancy or eviction that involve:

- Refusal to pay rent when due, unless the amount of rent charged is in dispute**
- Disputes between residents not involving management**
- Any criminal activity that threatens the health, safety or the right to peaceful enjoyment of the premises of other residents or employees of HACB**



- Any violent or drug related criminal activity on or off the premises of other residents or employees of HACB; or
- Any criminal activity that resulted in a felony conviction of a household member
- Any lease termination due to the occupancy of person subject to a Sex Offender Lifetime Registration requirement

This grievance procedure is not applicable to disputes between tenants not involving the Housing Authority or to class grievances. This grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HACB's Board of Commissioners.

2. Complaints

The HACB will respond promptly to all complaints. Each complaint regarding physical condition of the units should be reported in this order:

- to the Work Order Department ;
- to the Site Manager;
- to the Director of Asset Management

Anonymous complaints are checked whenever possible. HACB requires that all anonymous complaints be submitted in writing to: Executive Office, 150 Highland Avenue, Bridgeport, Connecticut, 06604.

a. Complaints from Families

If a family disagrees with an action or inaction of their complaint by of the Director of Asset Management on behalf of HACB, they may refer their complaint to the office of the Deputy Executive Director of Operations. Any complaints regarding the physical condition of the unit may be reported by phone: (203) 337-8900, email: bcarassquillo@bridgeporthousing.org or in writing to the office of the Deputy Executive Director of Operations, located at 150 Highland Ave, Bridgeport CT 06604.

b. Complaints from Staff



If a staff member reports a family is violating or has violated a lease provision or is not complying with program rules, the family will be referred to both the Site Manager and the Director of Asset Management.

c. Complaints from the General Public

Complaints or referrals from people in the community in regard to HACB or a tenant residing in the Housing Authority will be referred in writing to the office of the Deputy Executive Director of Operations located at 150 Highland Ave, Bridgeport, CT 06604.

3. Hearing Prerequisite

All grievances shall be personally presented in writing, pursuant to the informal procedure prescribed precedent to a hearing under this section provided, that if the Complainant shall show good cause why he/she failed to proceed in accordance to the hearing officer or hearing panel, the provisions of this subsection may be waived by the hearing officer or hearing panel.

a. Escrow Deposit

In any grievance involving the amount of rent or any part thereof, as defined in the lease, which the Housing Authority claims is due under the lease, and which has not been paid, the Complainant shall pay to the Housing Authority at the time the Complainant files his or her request for a formal hearing, an amount at least equal to the amount of rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. The Complainant shall thereafter pay the same amount of the monthly rent in an escrow account monthly until the Complainant is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuation circumstances. Unless so waived, the failure to make such payments shall result in a termination of grievance, provided that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of tenant's grievance in any appropriate judicial proceeding. Following this decision, any amount due the Complainant from the escrow deposits shall be returned in full to him or her within thirty (30) days.



b. Scheduling of Hearings

Upon Complainant's compliance with all applicable procedures or waiver, pursuant to the paragraphs above, the Site Manager shall within five (5) business days, forward the Complainant's request for a formal grievance hearing to the hearing officer. The hearing officer will immediately notify the members of the hearing panel for a time and place mutually convenient to both the Complainant and the Housing Authority. A written notification specifying the time, place and the appropriate Housing Authority official shall be delivered by regular mail to the panel members, the Complainant and the appropriate Housing Authority Official.

4. Procedure for Informal Settlement of Grievance

- 1. As much as possible should be left to the mutual efforts of both the management and the resident, with both parties attempting to resolve all complaints as quickly and justly as possible. However, the resident may present a grievance for any complaint which cannot be resolved by such methods, and the following procedure will apply:**
 - a. The Complainant shall, in writing, present a description of the grievance to the Site office in person within twenty (20) business days after HACB's action or failure to act, giving rise to the grievance, so that the grievance may be discussed informally and settled without a formal grievance hearing.**
 - b. The resident shall receive a written receipt upon presentation of the grievance stating the date of filing and the nature of his/her grievance, and a copy will be retained in the tenant file.**
 - c. The Site Manager, within three business days of receipt of the complaint, and the Complainant, will establish a mutually agreeable date, time and place for the informal discussion of the grievance.**



- d. The Site Manager will mail to the Resident within ten (10) business days after the informal grievance hearing, a summary of the discussion and his/her decision regarding the proposed disposition of the complaint and the specific reason thereof. The summary shall specify the names of the participants in the discussion, the date of the discussion, procedures by which a formal grievance hearing may be obtained if the Complainant is not satisfied.

5. Procedure for Obtaining a Formal Grievance Hearing

1. Request for a Formal Grievance Hearing

If the Complainant is not satisfied with the results of the Informal Grievance Hearing, the Complainant must submit a written request for a Formal Grievance Hearing to either the site office or the Deputy Director of Operations, no later than five (5) business days after the date Complainant receives the Summary of Discussion. The written request shall specify:

- a. The reasons for grievance
- b. The action of relief sought

2. Hearing officer(s) or hearing panel (an HACB Commissioner or the Executive Director or designee may serve as Hearing officer) shall be selected within twenty (20) days after receipt of the request for the hearing as follows:

a. The formal grievance hearing officer(s) shall be appointed by the Housing Authority or the Executive Director. Hearing Officer shall be an impartial person(s) other than a person who made or approved the Authority action under the informal grievance review or his/her subordinate.

b. If the situation warrants it, the Housing Authority may consult the resident organization before the Housing Authority appointment of each housing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the Housing Authority before appointment.



3. Failure to request a formal grievance hearing

If the Complainant does not request a formal grievance hearing in accordance with this paragraph, then the Housing Authority's disposition of the grievance through the informal hearing shall become final. Failure to request a hearing shall not constitute a waiver by the Complainant of their rights to contest the Housing Authority's action is disposing of the Complaint in an appropriate judicial proceeding.

4. If the Complainant does not make a request for a formal grievance hearing within ten (10) business days after receipt of the Summary of Discussion of the informal grievance hearing, Housing Authority's disposition of the grievance shall become final.

However, the Complainant may request an extension of this ten (10) day requirement. To request such an extension, the Complainant shall follow this procedure:

- a. Within the ten (10) business days after receipt of Summary of Discussion, the Complainant shall submit to the Housing Authority a request for an extension of this ten (10) day requirement. This should be mailed to the Executive Director, 150 Highland Avenue, Bridgeport, Connecticut, 06604.
- b. A Hearing Panel will be convened and Notice sent to Complainant
- c. The Complainant shall appear before the Hearing Panel to show why he or she failed to proceed within the given ten (10) day period.
- d. If the Hearing Panel decides the Complainant has shown good cause for his or her failure to proceed within the ten (10) day period, the Hearing Panel may extend the ten (10) day requirement.
- e. If the Hearing Panel grants such an extension, it shall immediately set a date for a formal hearing on the Complainant's grievance.

6. Procedure Governing the Hearing

- a. The hearing shall be held before a hearing officer or hearing panel, as appropriate.



- b. The Hearing Officer's responsibilities will include coordinating all activities associated with the hearing, such as calling witnesses and maintaining order, and generally insuring that the hearing is conducted in a fair and orderly manner.
- c. The Complainant shall be afforded a fair hearing which shall include:

 - 1). The opportunity to examine before the hearing any HACB documents and to copy all documents, records and regulations of Management that are relevant to the hearing. Any document relevant to the hearing, which Management does not make available after request thereof by the Complainant, may not be relied on by Management at the hearing. The copying of documents, which Management intends to use in responding to the grievance, shall be done at the expense of Management. All other documents shall be copied at the expense of the Complainant.
 - 2). The right to be represented by Counsel or other person chosen by the Complainant as his or her representative.
 - 3). The right to a private hearing (which includes only panel members, the Complainant, the Site Manager, the Panel Secretary, Counsel or representative from both sides and witnesses) unless the Complainant requests a public hearing.
 - 4). The right to present evidence and arguments in support of his or her complaint, to dispute evidence relied on by Housing Authority, and to confront and cross examine all witnesses upon whose testimony or information Housing Authority relies.
 - 5). The right to a decision based upon the facts presented at the hearing. Hearing officer may allow complainant to supply additional information within a reasonable timeframe.



- a. The hearing panel shall hear each case and judge it on its own merit.
 - b. 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.
 - c. Decision of hearing must be rendered within ten (10) business days of the hearing.
- b. The Housing Authority and the Complainant shall exchange a list of witnesses that each intends to call upon at the hearing within one week prior to the scheduled hearing
 - c. If the Complainant or Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing, or may make a determination that the party has waived the right to a hearing. Both the Complainant and Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination that the party has waived the right to a hearing. Both the Complainant and Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest disposition of the grievance by Housing Authority in an appropriate judicial proceeding.
 - d. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter Housing Authority must sustain the burden of justifying Housing Authority's action or failure to act against which the complaint is directed.
 - A. The rights of the Housing Authority include at a minimum:
 - 1) Housing Authority must be allowed to examine at their office, and copy at the Housing Authority expense, any and all documents which are directly relevant to the hearing upon request at least three (3) days before the scheduled hearing. If the family does



not make the documents available as provided above, the family may not rely on the documents at the hearing.

- 2) Present evidence and all or any information pertinent to the issue of the review/hearing;
- 3) Be notified if the family intends to be represented by legal counsel or another party; time frame
- 4) Have its attorney present; and
- 5) Have the staff person familiar with the case present; or
- 6) “Any witnesses pertinent to the case” present.

B. The Complainant or the Housing Authority shall arrange, for a transcript of the hearing to be sent to Complainant with the determination within ten (10) business days.

C. The Housing Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants. If the tenant is visually impaired, any notice to the tenant which is required under this subpart, must be in an accessible format.

6. Decision of the Hearing Panel

- a. The Hearing Panel shall prepare a written decision, together with the reasons thereof, within ten (10) days after the hearing. A copy of the decision shall be sent to the Complainant, the Executive Director.
- b. The decision of the Hearing Officer or Hearing Panel shall be binding on the Housing Authority which shall take all actions or refrain from any actions necessary to carry out the decision.



- c. The grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease on Housing Authority regulations which adversely affect the complainant's rights, duties, welfare or status;
- d. The decision of the Hearing Officer or Hearing Panel shall be consistent to applicable Federal, State or local law, HUD Regulations or Requirements on the annual contributions contract between HUD and the Housing Authority.
- e. A decision by the Hearing Officer, Hearing Panel or Board of Commissioners in favor of the Authority or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of nor affect in any manner whatsoever, any rights the complainant may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

7. Notice to Terminate Tenancy, Hearing Panel Decisions, Notice to Vacate and Eviction Actions

If a resident has requested a hearing in accordance with the procedure on a complaint involving a management notice of termination of the tenancy, and the Hearing Panel upholds Housing Authority's action in a State or Local Court until it has served a Notice to Quit on the resident. In no event shall a Notice to Quit be issued prior to the decision of the Hearing Panel having been delivered by hand or by regular mail service to the Complainant. Such Notice to Quit must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action for eviction will be brought against him/her and he/she may be required to pay court costs and attorney's fees.

a. Accommodations

Upon written notification submitted by the resident (a) upon the Resident's request for an informal grievance hearing, and (b) submitted by the resident upon the Resident's request for a formal



grievance hearing, the Housing Authority will provide reasonable and accessible accommodations for residents with qualified disabilities and ensure that communication is as effective as that provided to individuals without disabilities. Moreover, the Housing Authority shall take appropriate steps to ensure that communications with participants with disabilities are as effective as communications with others, which may include, but not be limited to, enlarged print, a signer, audio communication, Braille, or a reader.

b. Time Periods

In computing time periods referred to in this Procedure, Saturdays, Sundays and Legal Holidays occurring on weekdays shall not be included.

C . Definitions

Class Grievances: Any grievance in which the decision on an individual grievance would be, as a practical matter, dispositive of the interests of other residents.

Complainant: Any resident or applicant, who presents to the Management office a grievance in accordance with the procedures set forth herein.

Drug: A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)

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.

Elements of Due Process: An eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:



1. Adequate notice to the resident of the grounds for terminating the tenancy for eviction;
2. Right of the resident to be represented by Counsel;

Opportunity for the resident to refute the evidence presented by HACB, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;

A decision based upon the facts presented at the hearing.

Grievance: Any dispute that a resident may have with respect to the HACB action or failure to act in accordance with the individual resident's lease or Housing Authority regulations which adversely affect the individual resident's right, duties, welfare or status, including any dispute about the amount of rent that is charged. For the purpose of the Lease and Grievance Procedure, the definition of "grievance" does not include the issues set forth in Section II.

IX. Utilities

A. Resident-Paid Utilities 24 CFR § 965 & 966.4(b)(2)

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
2. If a resident or applicant is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. **24 CFR § 960.203**
3. When a resident makes an application for utility service in his/her own name, he or she **must** sign a third-party notification agreement for each



utility service so that HACB will be notified if the resident fails to pay the utility bill.

4. Each resident will receive a monthly Utility Allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to HACB reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HACB.
6. When a resident's Total Tenant Payment is less than the utility allowance, HACB will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. **24 CFR § 5.632**
7. Residents who have Utility Reimbursements paid directly to the utility company are required to pay the utility supplier for any excess use not covered by the Utility Allowance;
8. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.
9. When the utility supplier offers a "Budget" payment plan, Manager shall suggest that Resident use this plan to protect the resident from seasonal fluctuations in utility bills.
10. HACB may elect to pay the utility reimbursement directly to the utility company.
11. During the annual reexamination, residents with tenant paid utilities must be able to demonstrate that each utility service account is active with the utility provider. "Shut-Off" Notices will not be accepted and the services must be in an adult member's name within the current family composition; however, in the event that the household begins to receive a utility reimbursement from HACB, the utilities must be in the Head of Household's name as any check issued to supplement utility expenses may only be issued to the Head of Household.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HACB. Check meters are read by HACB and each tenant charged for consumption in excess of the utility allowance at the rate paid by HACB.
2. In buildings where utilities are not individually metered and there are no check meters, HACB may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by HACB. Examples include:
 - a. Second refrigerator;
 - b. Air conditioner;



c. Freezer

C. Reasonable Accommodations 24 CFR § 8.4 and 966.7

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents

A. Flat Rents

1. Flat rents are market-based rents.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents do not have a utility allowance. An apartment with resident-paid utilities should have a lower flat rent than the same apartment with project-paid utilities.
4. HACB will take the following information into account in developing its Flat rent Schedule:
 - a. Rents of non-assisted rental units in the immediate neighborhood
 - b. Whether utilities are resident-paid or project-paid
 - c. Size of HACB's units compared to non-assisted rental units from the neighborhood
 - d. Age, type of apartment and condition of HACB's units compared to non-assisted rental units from the neighborhood
 - e. Land use in the surrounding neighborhood
 - f. Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at HACB's properties and in the surrounding neighborhood
 - g. Crime in HACB's developments and the surrounding neighborhood
 - h. Quality of local schools serving each HACB development
 - i. Availability of public transportation at each HACB development
 - j. Availability of accessible units for persons with mobility impairments.

B Annual Update of Flat Rents



1. HACB shall review the Flat Rent structure **annually** and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents as described above.
3. 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 Choice of Rent

1. Once each year, beginning with admission, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate, Community Service requirements (if applicable) are met and a Release of Information (Form HUD 9886) is signed by all adult household members. **24 CFR § 960.257 (a)(2)**

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, the Manager will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, and the income based rent is lower than the flat rent, the Manager will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253**

F. HACB Flat Rent Schedule

All Public Housing Residents have the option to pay either a flat rent or an income-based rent as their monthly rent. For example, if you live in a 2-bedroom unit whose flat rent is \$1,449.00 and your income-based portion of the rent is \$900.00, you the have the option of selecting to pay \$1,449.00 or \$900.00 as your monthly rent.



Households will have the option of changing from the basic rent determination formula of 30% of adjusted gross income to flat rent once every 12 months as defined by the date of the last change to flat rent. HACB will make exceptions to this rule in the case of a family's financial hardship. Households using flat rent will need to have their income verified once every three years.

HACB will inform each household of any changes (increases or decreases) to the flat rent amounts and provide at least 30 days notice to any rent change that may take effect.

PUBLIC HOUSING FLAT RENT EFFECTIVE MARCH 1, 2014

Black Rock Area		
Structure type	Bedroom	Flat Rent
Walk Up	2	\$ 1,449.00

East End		
Structure type	Bedroom	Flat Rent
Walk Up	1	\$ 780.00
Walk Up	2	\$ 850.00
Row	2	\$ 915.00
Semi-Detached	2	\$ 970.00
Row	3	\$ 1,235.00
Semi-Detached	3	\$ 1,235.00
Detached	3	\$ 1,395.00
Row	4	\$ 1,361.00
Semi-Detached	4	\$ 1,361.00
Semi-Detached	6	\$ 1,595.00

The Hollow Area		
Structure type	Bedroom	Flat Rent
Walk Up	2	\$ 970.00
Row	2	\$ 1,350.00
Walk Up	3	\$ 1,040.00
Semi-Detached	3	\$ 1,220.00
Row	3	\$ 1,435.00
Walk Up	5	\$ 1,340.00
Row	5	\$ 1,452.00
Walk Up	6	\$ 1,595.00
GREEN HOMES		
Structure type	Bedroom	Flat Rent
Elevator	2	\$ 1,127.00
Elevator	3	\$ 1,214.00



Elevator	4	\$ 1,365.00	HEAT/HW INCLUDED
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The Lower East Side Area

Structure type	Bedroom	Flat Rent
Walk up	1	\$ 780.00
Walk Up	2	\$ 890.00
		\$ 1,150.00
Row	2	0
Walk Up	3	\$ 1,066.00
Row	3	\$ 1,220.00
Semi-Detached	3	\$ 1,376.00
Detached	3	\$ 1,395.00
Semi-Detached	4	\$ 1,385.00
Detached	4	\$ 1,508.00

HARBORVIEW

Structure type	Bedroom	Flat Rent
HIGHRISE Elevator	1	\$ 939.00

HEAT/HW/ELEC INCLUDED

North End Area

Structure type	Bedroom	Flat Rent
Walk Up	2	\$ 1,065.00
Walk Up	3	\$ 1,403.00
Semi-Detached	3	\$ 1,594.00
Detached	3	\$ 1,697.00
Semi-Detached	4	\$ 1,508.00
Detached	4	\$ 1,912.00
Walk Up	5	\$ 1,492.00

The Reservoir Area

Structure type	Bedroom	Flat Rent
Semi-Detached	2	\$ 1,245.00
Detached	3	\$ 1,528.00
Detached	4	\$ 1,697.00
Detached	5	\$ 1,707.00

**TRUMBULL
GARDENS**

Structure type	Bedroom	Flat Rent
TOWNHOUSE	2	\$ 1,006.00
TOWNHOUSE	3	\$ 1,185.00
TOWNHOUSE	4	\$ 1,385.00
TOWNHOUSE	5	\$ 1,430.00



HIGHRISE Elevator	2	\$ 1,142.00	HEAT/HW INCLUDED
HIGHRISE Elevator	3	\$ 1,202.00	HEAT/HW INCLUDED

YAREMICH

Structure type	Bedroom	Flat Rent
ROW HOUSE	2	\$ 1,278.00

South End Area

Structure type	Bedroom	Flat Rent
Walk Up	2	\$ 996.00
Walk Up	3	\$ 1,155.00
Semi-Detached	3	\$ 1,226.00

MARINA VILLAGE

Structure type	Bedroom	Flat Rent
Townhouse	1	\$ 710.00
Townhouse	2	\$ 895.00
Townhouse	3	\$ 1,111.00
Townhouse	4	\$ 1,175.00

Upper East Side Area

Structure type	Bedroom	Flat Rent
Walk up	1	\$ 780.00
Row	1	\$ 790.00
Walk Up	2	\$ 850.00
Walk Up	2	\$ 1,010.00
Row	2	\$ 950.00
Semi-Detached	2	\$ 1,130.00
Row	3	\$ 1,220.00
Semi-Detached	3	\$ 1,327.00
Detached	3	\$ 1,395.00
Row	4	\$ 1,460.00
Detached	4	\$ 1,508.00
Detached	4	\$ 1,528.00

FOREST GREEN

Structure type	Bedroom	Flat Rent
LOW RISE/GARDEN	1	\$ 992.00

FIRESIDE

Structure type	Bedroom	Flat Rent
TOWNHOUSE	1	\$ 992.00

HEAT/HW INCLUDED



West End Area			
Structure type	Bedroom	Flat Rent	
Walk Up	1	\$ 790.00	
Walk Up	2	\$ 900.00	
Row	2	\$ 1,025.00	
Walk Up	3	\$ 1,200.00	
Row	3	\$ 1,155.00	
Semi-Detached	3	\$ 1,330.00	
Walk Up	4	\$ 1,361.00	
Row	4	\$ 1,375.00	
Semi-Detached	4	\$ 1,500.00	
Walk Up	6	\$ 1,585.00	
Detached	6	\$ 2,144.00	
 PT BARNUM			
Structure type	Bedroom	Flat Rent	
TOWNHOUSE	2	\$ 1,127.00	HEAT/HW INCLUDED
TOWNHOUSE	3	\$ 1,199.00	HEAT/HW INCLUDED
TOWNHOUSE	4	\$ 1,355.00	HEAT/HW INCLUDED

XI. Determining Income and Rent

A. Annual Income 24 CFR § 5.609

HACB shall use HUD’s definition of Annual Income. Should this definition be revised, HUD’s definition, rather than that presented below shall be used.

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, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, 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;

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 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 the family for cash or assets invested in the property;
4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. 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
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income 24 CFR § 5.609

Annual Income does not include the following:

1. Income from the 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 resident 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, one-time lottery winnings, and



settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

(See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.)

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, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - a. 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);
 - b. 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);
 - c. 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;
 - d. 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 HACB, 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
 - e. 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 are excluded only for a limited period as determined in advance by the HACB;

9. Temporary, non-recurring, or sporadic income (including gifts);
10. 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;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. 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 other 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:
 - a. State-funded assistance, benefits or services 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 HACB 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.
 - b. During the 12-month period beginning when the member first qualifies for a disallowance, the HACB must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. 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).



14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. 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;
16. 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;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD 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:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**
- c. 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 American 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).
- d. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
- e. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
- f. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**



- g. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC 1552 (b)**
- h. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
- i. The first \$2000 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; and **25 USC 117b, 1407**
- j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. **20 USC 1087 uu**
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- k. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- l. 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;
- m. Payments received under Maine Indian Claims Settlement Act of 1980; **P.L. 96-420,94 Stat. 1785**
- n. 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**
- o. Earned income tax credit refund payments received on or after January 1, 1991 **26 USC 32 (j)**
- p. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;



- q. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- r. Any allowance paid under the provisions of **38 U.S.C. 1805** to a child suffering from spina bifida who is the child of a Vietnam veteran;
- s. 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; and
- t. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

C. Anticipating Annual Income 24 CFR § 5.609(d)

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. For residents that work seasonally (for example, school bus drivers or school cafeteria workers), income received over the seasonal period will be annualized, so that interim adjustments will not be necessary during the summer months.

Mandated Use of Enterprise Income Verification (EIV) Policy 24 CFR § 5.233

1. HACB will utilize the Department of Housing and Urban Development's (HUD) Enterprise Income Verification (EIV) system as a third party verification tool to authenticate a tenant's employment and income during reexaminations and rent interims. This system allows HACB to search within the Multifamily (MF) and Public and Indian Housing (PIH) databases to identify individuals who may be receiving multiple rental subsidies, those who may be recently hired, recently deceased, or to verify citizenship status. This system can also be used to verify a tenant's identity. Therefore, in an effort to reduce administrative and subsidy payment errors, it is imperative that the reports be run on a consistent basis. The following reports need to be run at least once every three (3) months:
 - a. New Hires Report
 - b. Multiple Subsidy Report
2. HACB will utilize the Department of Housing and Urban Development's (HUD) Enterprise Income Verification (EIV) system to run the following reports at least monthly:
 - a. Deceased Tenant's Report
 - b. Identity Report



c. Immigration Report

D. **Adjusted Income (24 CFR § 5.611)**

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions and exemptions:

For All Families

1. **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 unreimbursed 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 HACB when the expense is incurred to permit education or to seek employment.
2. **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.
3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(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.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed 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:

4. Medical Expense Deduction — A deduction of unreimbursed 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 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 HACB for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. 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.
- b. 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 3 (b) above.

5. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.

6. Optional Deductions/Exemptions: HACB may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions.

E. Computing Income-based Rent and Choice of Rent 24 CFR § 5.628

1. Total Tenant Payment (TTP)

- a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
- c. The result of this computation, if a positive number, is the Tenant Rent.
- d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the utility company by the HACB.

2. Total Tenant Payment (income-based rent) is the higher of:



- **30% of adjusted monthly income;**
or
- **10% of monthly income;**
but never less than the
- **Minimum Rent of \$50**

3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant-supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the HACB pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**

4. Minimum Rent

The Minimum Rent shall be \$50 per month.

5. Minimum rent hardship exemption

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 of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

- a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- b. The family would be evicted as result of the imposition of the minimum rent requirements;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;
- d. A death in the family has occurred;

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

6. Choice of Rent

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 apartment they will be occupying.

XIII. COMMUNITY SERVICE POLICY



A. Background

1. HACB is working to enable its residents to become fully economically independent. In support of this goal, HACB is requiring that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self-sufficiency.
2. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
3. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

B. Definitions

1. **Community Service** - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
 - a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
 - b. Work with a non-profit organization that serves HACB residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.;
 - c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, band, small ensemble, etc.) , etc.;
 - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
 - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
 - f. Work with other youth, disability service or advocacy, or senior organizations;
 - g. Work at the property to help improve physical conditions (for example as a grounds or building captain, or on a beautification program for the building or grounds);



- h. Work at the property to help with children's programs;
 - i. Work at the property to help with senior programs;
 - j. Help neighborhood groups with special projects;
 - k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
 - l. Care for the children of other residents so they may volunteer.
2. Political activity is excluded.
3. Work activity must not take the place of work performed by paid employees.
4. Self Sufficiency Activities - include, but are not limited to:
- a. Job readiness programs;
 - b. Job training programs;
 - c. Skills training programs;
 - d. Higher education (Junior college or college);
 - e. Vocational education;
 - f. GED classes;
 - g. Verifiable job search activities;
 - h. Apprenticeships;
 - i. Substance abuse or mental health counseling;
 - j. English proficiency or literacy (reading) classes;
 - k. Parenting classes;
 - l. Budgeting and credit counseling;
 - m. Any kind of class that helps a person toward economic independence;
 - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
5. Exempt Adult - an adult member of the family who
- a. Is 62 years of age or older
 - b. Has a disability that can be verified to prevent him/her from being gainfully employed
 - c. Is verified to be the fulltime caretaker of a disabled person
 - d. Is working at least 30 hours per week
 - e. Qualifies as a full-time student at a secondary school or an institution of higher learning



C. Requirements of the Program

1. Each non-exempt adult in a family paying at least the minimum rent must contribute and document some combination of 8 hours per month of Community service or self sufficiency activity.
2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. HACB will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the HACB. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
 - a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
 - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
 - b. Once each month non-exempt family members must present a completed documentation form (provided HACB) of activities performed over the previous month to the Manager.
 - c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by HACB) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.
6. Change in exempt status:
 - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to HACB and provide documentation of such.



- b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to HACB and the property manager.
- c. The Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. HACB obligations

1. To the greatest extent possible and practicable, HACB and its property managers will:
 - a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self Sufficiency obligations;
 - b. include a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
 - c. provide referrals for volunteer work or self-sufficiency programs.
2. The property manager will provide the family with exemption verification forms and Recording/ Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. HACB will make the final determination as to whether or not a family member is exempt from the Community Service/Self Sufficiency requirement. Residents may use HACB's Grievance Procedure if they disagree with HACB's determination.
4. Noncompliance of a non-exempt family member
 - a. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self sufficiency activity, the Manager shall, at the end of the month, report to the district manager.
 - b. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
 - c. The non-exempt adult will be granted one month to make up any lost hours, properly reported to the Manager.
 - d. If the lost hours are not made up in the subsequent month and verified to the Manager, the Manager shall, at the end of the month, report to the district manager.



- e. When the district manager receives the report from the Manager of the non-exempt adult's failure to cure, the district manager shall send a Notice of Lease Termination to the head of household;
- f. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
- g. The family may use HACB's Grievance Procedure to contest the lease termination.

XIV. Pet Policy

This policy was developed after weighing and balancing the interests of HACB's residents, management and its communities surrounding HACB's development and dispersed housing. In accordance with Federal regulations, the HACB will permit pet(s) in specified dwelling sites in accordance with this policy. No exotic, wild or dangerous animals, snakes, farm animals to include chicken and roosters or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by residents.

Public housing residents living in determined site (see Section 3 of this chapter) are permitted to keep no more than 1 dog or 1 cat per unit. The site restrictions do not apply to service animals that assist persons with disabilities, or service animals that accompany visitors to the developments, or elderly residents requiring the companionship of an animal.

A. Registration and Approval

1. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted and written approval from HACB must be received *prior* to admittance of pet(s) into the unit. The applicant must provide the site manager proof of ownership, the pet's good health and suitability under the standards set forth in these rules and regulations (Exhibit A), proof of the animal's licensing, vaccination, neutering/spaying and paws de-clawed records, in accordance with state and local laws, etc. (Exhibit B). The licensing and vaccinations must be renewed at the time of resident's re-examination. All licenses and tags must be current. The applicant will be required to complete the following forms:

- Pet Information (see Exhibit A)**



- **Veterinarian Certification (see Exhibit B)**

Upon written approval by HACB, the resident pet owner and HACB must enter into a “Pet Agreement” (Exhibit C) and sign an “Affidavit” (Exhibit D) indicating their understanding of the Pet Policy and their responsibilities before the dog is permitted on the premises and/or the dwelling unit. All pets must be photographed by the HACB.

2. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law and certified by a veterinarian licensed to practice in the State of Connecticut.

All resident pet owners shall attach a tag to the dog or cat’s collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog or cat shall wear the collar at all times.

3. Re-certification

Pet owners are required to recertify their pet with the HACB during their annual re-determinations. The Pet Information and Veterinarian Certification must be renewed.

B. Definitions

A common household “pet” shall mean a domestic animal as defined under state and local law, rule and ordinance; including dogs, cats, birds, fish, rabbits or rodents-such as gerbils, hamsters or mice. However, the HACB will not allow residents to own, possess or keep a pit bull, German shepherd, Doberman pincher, American bulldog or chow. Common household pets shall not include: ferrets, monkeys, snakes or other reptilian other than turtles and farm animals.

A “service animal” shall mean an animal, which has been trained and certified to provide services to an individual with a disability.

A “dangerous dog” shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals within, on, or around the development, or any dog that attacks or bites



any person or domestic animals within, on or around the development.

HACB means the Housing Authority of the City of Bridgeport, its commissioners, officers, employees, servants and agents.

A “farm animal” may include but is not limited to: chickens, roosters, goats, pigs, horses and cows.

A “common area” means any area to which all residents have access and is not under the direct control of any individual resident (i.e. community rooms, lobby, laundry rooms).

C. Site Restrictions

The HACB recognizes the limited private areas for the following sites and has restricted approval of dogs, except for service animals and pets for the elderly; however, cats and other pets are allowable:

- 1) Charles Greene Homes
- 2) PT Barnum Apartments
- 3) Harborview Towers
- 4) Trumbull Gardens (Buildings 10 and 11)
- 5) Poplar Street Apartments
- 6) Bond Street Apartments
- 7) Boston Commons
- 8) 1810-1812 Stratford Avenue
- 9) Norman Court
- 10) Boston Commons
- 11) Atlantic Street Condominiums
- 12) Tudor Hill
- 13) Pequonnock Towers
- 14) Marlboro Court
- 15) 408 Poplar Street Condominiums

D. Number of Pets Per Unit

- 1) No more than one dog or one cat may be kept in any unit.
- 2) No more than two small, caged birds may be kept in any unit.
- 3) An aquarium for fish may not exceed twenty (20) gallons.



- 4) No more than two (2) small animals, (i.e., gerbils or hamsters) may be kept in any unit. Small animals must be kept in a cage.

E. Pet Size

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

F. Pet Security Deposit

- 1) A refundable pet security deposit of up to \$100 (but not to exceed the \$200 apartment security deposit maximum) will be charged for each dwelling unit where a dog and/or cat reside. The HACB will place the pet security deposit in an escrow account. The Pet security deposit will be used to pay for any damaged incurred by the pet. The unused portion of the pet security deposit will be refunded to the resident along with any accrued interest, within a reasonable time but not more than 30 calendar days after the resident moves from the development or no longer owns or has a pet present in the dwelling unit.
- 2) Resident pet owner's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse HACB for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.
- 3) It is a city mandate for pet owners to curb their pet(s). We suggest that pet owners purchase a "pooper scooper" in order to keep the grounds of each site free from pet waste. If HACB has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar (\$25) charge will be assessed per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in the termination of the resident's Dwelling Lease.



- 4) Upon move-out, units occupied by a cat or dog will be inspected by the site manager for an infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the resident pet owner. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the resident pet owner will be billed and must pay within 30 days of receipt of the bill. The resident is permitted and encouraged to be present for any and all inspections.

G. Pet Rules

1. Dogs, Cats and Other animals

- A. Dogs, cats and other animals shall be maintained within the resident pet owner's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog shall be deemed running loose when it is on the premises of the resident pet owner, possessor or keeper; but is confined in such a way as to allow the dog to have access to the public right of way.**
- B. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed, plastic trash bags and placed in the trash bins. Under no circumstances should any waste be stored in the unit.**
- C. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way and their unit. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container.**
- D. If HACB has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the**



exclusive use of the resident or from the common areas, a twenty-five dollar (\$25) charge will be assessed per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

- E. THE HACB IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE PET OWNER. HACB ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT PET OWNER TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT PET OWNER. IT IS RECOMMENDED THAT RESIDENT PET OWNERS PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.**
- F. Resident pet owners agree to control the noise of their pet(s) so that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.**
- G. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All hours. All other animals shall not be left unattended for more than twenty-four (24) hours.**
- H. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in G above, will be reported to the appropriate authority and removed from the premises at the resident pet owner's expense.**



- I. The resident pet owner shall submit to the development office, the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the resident pet owner, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibility, the resident pet owner authorizes the HACB to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. The HACB will inform the resident pet owner where the pet has been placed. Resident pet owner will have to arrange for return of the pet. HACB will not be responsible for the well-being of the pet or costs incurred; such charges will be paid by the resident pet owner.

- J. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. Dead Animal Collection for the City of Bridgeport should be contacted at (203) 576-7751. Resident pet owner shall not bury the pet on HACB property or dispose of it in any manner inconsistent with local ordinances.

- K. In the event of the death of the pet while the resident pet owner is unable to care for the pet, the resident pet owner agrees the HACB shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to site office in advance by the resident pet owner. Charges for disposal shall be assessed to the resident as damages and will be deducted from the pet deposit.

- L. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or easily frightened by such pets. The resident, therefore, agrees to exercise common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises. If using common laundry facilities, it is recommended that the resident pet owner run an additional wash cycle and clean out all filters before leaving the laundry room.



M. After proper written notification, HACB may require the removal of the pet from the premises on a permanent or temporary basis, in HACB's sole discretion, for the following reasons, by way of illustration not limitation:

- a. Excessive pet noise or odor after being advised by HACB**
- b. Unruly, intimidating or dangerous behavior**
- c. Excessive damage of the resident's dwelling unit and/or development common areas and/or neighbor's property or people living in the immediate vicinity of the property**
- d. Repeated problems with the pet or any infestation**
- e. Failure of the resident to provide for adequate care of his/her pet**
- f. Leaving a pet unattended for more than the allowed time period**
- g. Failure of the resident to provide adequate and appropriate vaccination of the pet**
- h. Resident's death, serious illness and/or refusal to care for the pet**
- i. Failure to properly clean up after the pet**
- j. Failure to remove the pet will result in a fine of \$25 per day and may result in termination of the resident's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, HACB may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on the pet ownership by the resident.**

N. In the event of an emergency, the resident pet owner gives HACB permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to the following:

- a. Pet becomes vicious**
- b. Pet displays symptoms of serious illness**
- c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member, neighbor or other person authorized to be on the premises or people living in the immediate vicinity of the development.**



O. With the exception of a service animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering property.

P. "Pet sitting" is not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances.

2. Birds

A. Birds must be kept caged at all times

B. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. Litter shall not be flushed down the toilet.

3. Fish

A. The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand in a safe location within the unit.

B. Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

4. Other Animals

A. Animals of the rodent family (i.e. hamsters and gerbils) must be kept caged at all times.

B. Cages must be kept clean.

C. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

H. Notification Policy

In the event that any resident pet owner violates these pet rules and policy, HACB shall provide written notice of such violations as follows:

1. The owner of any pet which creates a nuisance within, on around the development and/or neighborhood or causes



excessive noise, odor, unruly or dangerous behavior shall be notified of such nuisance in writing by management and shall be given three (3) days to correct such nuisance. Failure to comply may result in removal of the pet and/or termination of the resident pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the HACB Grievance Procedure.

2. Dangerous Behavior

A. HACB shall provide written notification to the resident pet owner of dangerous behavior and the resident pet owner shall have three (3) days to correct the animal's behavior. It is the responsibility of the resident pet owner to correct the violation. Failure to comply will result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the HACB's Grievance Procedure.

B. Any pet which causes unprovoked physical harm to any resident, guest, staff member, neighbor or people living in the immediate vicinity of the development or other authorized person present within, on or around the development shall be immediately removed from the premises by HACB without prior written notice to the resident pet owner of the action and location of the pet.

3. Lease Termination

Households who fail to comply with the terms of this policy will be subject to lease termination action according to the Authority's Admissions and Continued Occupancy Policy statement (Chapter 7 Section M) and process of legal notices.

I. Inspection Policy

1. HACB is given permission to enter the resident pet owner's unit for the purpose of inspection if the HACB receives a signed written complaint, or if HACB staff feels the behavior or condition of the pet(s) or resident pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours'



notice). In an emergency situation, entry will be made immediately. Notice will be given the resident pet owner at such emergency entry, giving the reason for such entry.

2. Resident pet owner must be available to physically control his/her pet during the times when HACB employees, agents of HACB or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

XV. Definitions of Terms

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment 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 apartment 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 mobility impairments, 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 & § 40.3.5**



4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**
5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
6. Applicant – an individual or a family that has applied for admission to housing.
7. Area of Operation - Jurisdiction of HACB as described in state law and HACB’s Articles of Incorporation.
8. 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.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
9. 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**
10. Care attendant - a person that regularly visits the apartment of a HACB 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 HACB must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
11. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
12. Co-head of household – One of two persons held responsible and accountable for the family.
13. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See HACB ***Procedure on Community Service***.
14. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self sufficiency program as a condition for such assistance.
15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. **24 CFR § 5.A**



16. 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. **24 CFR § 5.603**
17. Designated Family - means the category of family for whom HACB 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**
18. 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**.
19. Development – 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 are treated as a whole for processing purposes, whether or not located on a common site. **24 CFR § 5.603**
20. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
21. 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**
22. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b)** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**
23. 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.)
24. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**



25. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
26. 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**
27. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
28. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 50508**
29. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HACB lease.
30. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
31. 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 HACB housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in HACB housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #25). 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 (Definition #26) may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights as “remaining family members”.

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. These individuals are household members but are not family members and have no rights as “remaining family members”.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

32. Foster Adult – An adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of HACB households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
33. Full-Time Student - A person who is carrying a subject 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**
34. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**
35. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
36. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
37. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps 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:

- a. A physical or mental impairment that:
 - substantially limits one or more major life activities;
 - has a record of such an impairment; or
 - is regarded as having such impairment.
- b. 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.

c. 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; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-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 oneself, 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 HACB 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 HACB’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.



- d. 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.

38. 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) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.
39. 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 HACB to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**
40. 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 adjusted for smaller family size. **42 USC 1437a(b)**
41. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
42. 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".
43. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**
44. Mixed Population Project - means a public housing project for elderly and disabled families. The HACB is not required to designate this type of project.
45. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
46. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. **24 CFR § 5.504**



47. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person 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**
48. 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)**
49. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**
- Real property (land, houses, mobile homes)
 - Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
 - Cash value of whole life insurance policies
 - Stocks and bonds (mutual funds, corporate bonds, savings bonds)
 - 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 of 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 be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms
50. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that 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 resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control". **24CFR § 5.A**



51. Person with disabilities²⁵ **42 USC 1437a(b)(3)** means a person²⁶ who —
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
 - b. Has a physical or mental 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,
 - 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).
52. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24CFR § 945.105**
53. Refusal of Housing – An applicant’s choice not to accept a HACB offer of housing without good cause.
54. Rejection for Housing – HACB’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
55. 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 HACB 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 HACB.
 - 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

²⁵ **NOTE:** this is the program definition for public housing. The 504 definition does not supersede this

definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

²⁶ A person with disabilities may be a child



necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the HACB as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. **24 CFR § 8.3**

56. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
57. 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.
58. Spouse - Spouse means the husband or wife of the head of the household.
59. Tenant Rent - The amount payable monthly by the Family as rent to HACB. If all utilities (except telephone) and other essential housing services are supplied by the HACB, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HACB the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6**.
60. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR § 5.6** See definition for Tenant Rent
61. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure 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)**.
62. 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 § 965.473**
63. Utility Reimbursement - Funds reimbursed to the utility company on the resident’s behalf if the utility allowance exceeds the Total Tenant Payment. Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
64. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.



65. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
66. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs;
 - h. Vocational educational training (< 12 months)
 - i. Job skills training directly related to employment;
 - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
 - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
 - l. The provision of child care services to an individual who is participating in a community service program.