



Public Housing Admissions and Continued Occupancy Policy

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Chapter 1: Overview of the Program and ACOP

1.1 LRHA Mission

Lynchburg Redevelopment and Housing Authority's (LRHA's) mission is dedicated to the improvement of the quality of life for all Lynchburg citizens by being a leader in community redevelopment, revitalizing neighborhoods and facilitating economic growth and development, by seeking and entering into partnerships with organizations and clients to achieve safe, decent and affordable housing, with an emphasis on homeownership, maintained in a manner that fosters pride and dignity.

1.2 Overview and Purpose of the Policy

LRHA administers the public housing program in conformance with all applicable federal, state and local regulatory requirements.

The Admissions and Continued Occupancy Policy (ACOP) is required by HUD. The purpose of the ACOP is to establish policies for carrying out the programs in a manner consistent with HUD requirements. This ACOP is available for public review.

1.3 Updating and Revising the Policy

New HUD regulations or other required guidance **will apply** when issued; however, LRHA will update the ACOP as needed to reflect these changes in regulations, LRHA operations, or when needed to ensure staff consistency in operation. The original ACOP and any changes are approved by LRHA's Board of Commissioners.

LRHA, from time to time, may make non-substantive changes and edits to the ACOP to clarify policy language.

1.4 Regulatory and Statutory Waivers

During periods of declared states of emergency, as certified by the applicable government designee with authority in LRHA's jurisdiction, LRHA may adopt HUD published regulatory and/or statutory waivers to respond to the emergency. Where such waivers are adopted, LRHA will retain documentation to identify the statute/regulation which is being waived, as well as the alternative requirement and period start and end dates for such waivers.

Where a waiver allows LRHA to adopt and implement changes to the ACOP without formal board approval, such informally adopted policies will be formally adopted and implemented consistent with required timelines and fair housing and equal opportunity statutes and regulations. Finally, LRHA will follow applicable HUD resident notification guidance regarding changes to policies, rules and/or special charges to tenants.

1.5 Applicable Regulations

This ACOP is guided by LRHA's Annual Plan. Applicable regulations include but are not limited to:

- 24 CFR Part 5: General Program Requirements;
- 24 CFR Part 8: Nondiscrimination;
- 24 CFR Part 902: Public Housing Assessment System;
- 24 CFR Part 903: Public Housing Agency Plans;

- 24 CFR Part 945: Designated Housing;
- 24 CFR Part 960: Admission and Occupancy Policies;
- 24 CFR Part 965: PHA-Owned or Leased Projects – General Provisions; and
- 24 CFR Part 966: Lease and Grievance Procedures.

1.6 Housing Opportunity Through Modernization Act (HOTMA) of 2016

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs.

- **Sections 102, 103, and 104:** The Final Rule implementing broad changes to income and asset in Sections 102 and 104 of HOTMA, and for PHAs that administer the public housing program, over-income provisions in Section 103 was officially published in the *Federal Register* on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule; this was reissued on February 2, 2024 to provide revisions and further guidance.
 - Subsequently, the implementation of certain provisions of sections 102 and/or 104 of HOTMA have been delayed by HUD, while others are set to be implemented effective for recertifications effective on or after July 1, 2025, pursuant to Notice PIH 2024-38. LRHA has updated its policies throughout this ACOP to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this ACOP.
 - Provisions of HOTMA for which implementation has been delayed by HUD are referenced throughout this ACOP with a note to indicate that the provision has been delayed and it not able to be implemented until further instruction from HUD.
- **Sections 101, 105, 106, and 112:** On May 7, 2024, HUD published a Final Rule in the *Federal Register* implementing further changes under HOTMA, specific to Sections 101, 105, 106, and 112 of HOTMA and in reference to the October 8, 2020 proposed rule. The provisions under these sections are anticipated to be addressed in LRHA's Administrative Plan, as they relate to the Housing Choice Voucher (HCV) program.

LRHA has updated its policies throughout this ACOP to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this ACOP. As of the date of this ACOP, LRHA is awaiting further guidance from HUD regarding the implementation of certain provisions and related requirements, as well as information that will be used by LRHA to determine its internal compliance and implementation dates of various provisions.

LRHA will update this ACOP and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. LRHA will comply with the HOTMA Final Rule and all requirements.

Chapter 2: General Policies

2.1 Overview

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP.

The terms *tenant* and *resident* are used interchangeably in this policy. Additionally, this policy uses the term *family* or *families* for residents or applicants, depending on context.

2.2 Record Keeping

2.2.1 Overview

LRHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, LRHA will ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

2.2.2 Record Retention

During the term of each public housing tenancy, and for at least four years thereafter, LRHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, LRHA will keep the following records for at least four years:

- An application from each ineligible family and notice that the applicant is not eligible;
- Lead-based paint records as required by 24 CFR 35, Subpart B;
- Documentation supporting the establishment of flat rents and the public housing maximum rent;
- Documentation supporting the establishment of utility allowances and surcharges;
- Documentation related to PHAS;
- Accounts and other records supporting LRHA budget and financial statements for the program;
- Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule;
- Confidential records of all emergency transfers related to VAWA requested under LRHA's VAWA Emergency Transfer Plan and the outcomes of such requests; and
- Other records as determined by LRHA or as required by HUD.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents.

2.2.3 Records Management

LRHA will maintain applicant and participant files and information in accordance with the regulatory requirements.

All applicant and participant information will be kept in a secure location and access will be limited to authorized LRHA staff.

LRHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements

The collection, maintenance, use, and dissemination of Social Security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of federal, state, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886-A, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or LRHA may release the information collected.

Upfront Income Verification (UIV) Records

LRHA will adopt and follow specific security procedures to ensure that all UIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded [e.g. electronic, paper]. These requirements are contained in HUD's *Enterprise Income Verification [EIV] System Security Procedures for Upfront Income Data*.

Criminal Records

LRHA may only disclose the criminal conviction records which LRHA receives from a law enforcement agency to officers or employees of LRHA, or to authorized representatives of LRHA who have a job-related need to have access to the information.

LRHA will ensure that any criminal record received by LRHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated. LRHA will ensure the criminal record is destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to LRHA action without institution of a challenge or final disposition of any such litigation.

LRHA will ensure that any sex offender registration information received by LRHA from a state or local agency is maintained confidentially, not misused or improperly disseminated. LRHA will ensure the sex offender registration information is destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to LRHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed, will be retained. This requirement does not apply to information that is public information, or is obtained by LRHA other than under 24 CFR 5.905.

Medical Disability Records

LRHA will not inquire about the nature or extent of a person's disability. LRHA will not inquire about a person's diagnosis or details of treatment for a disability or medical condition.

Any information received that contains an individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of a person's disability will be destroyed or returned to the household member.

LRHA staff will not discuss household information contained in files unless there is a business reason to do so. Inappropriate discussion of household information or improper disclosure of household information by staff will result in disciplinary action.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

For requirements and LRHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, see [VAWA Record Retention](#) policies.

2.2.4 Reporting and Record Keeping for Children with Elevated Lead Levels

LRHA has certain responsibilities relative to children with elevated blood lead levels that are living in public housing. LRHA will report the name and address of a child identified as having an elevated blood lead level to the public health department within five business days of being notified by any other medical health care professional. LRHA will also notify the HUD field office.

2.3 Electronic Signatures and Scanned Documents

Electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures. LRHA will not deny the legal effect or enforceability of a document solely because it is in electronic form. (Electronic Signatures in Global and National Commerce Act ([ESIGN](#), 2000) and the Uniform Electronic Transactions Act.

LRHA will accept scanned documents to verify program information. If at any time, LRHA has reason to believe that documents have been altered or contain fraudulent information, LRHA may request additional documentation to verify program information.

2.4 Smoke-Free Policy

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term *smoking* means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco and/or marijuana product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

2.4.1 Designated Smoking Areas (DSA)

LRHA has not designated any smoking areas on LRHA's property. Residents may not discard smoking products on the property.

2.4.2 Electronic Nicotine Delivery Systems (ENDS)

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

2.4.3 Effective Date

The smoke-free policy was effective for all residents, household members, employees, guests, and service persons on July 30, 2018.

2.4.4 Enforcement

LRHA will enforce smoke-free policies when a resident violates this policy. When enforcing the lease, LRHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing.

LRHA will not evict a resident for a single incident of smoking in violation of this policy. As such, LRHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, LRHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information.

The lease will identify the actions that constitute a policy violation. LRHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy.

- First Offense: Resident is contacted by LRHA designated staff to discuss violation. Discussion is documented.
- Second Offense: Resident is contacted by LRHA designated staff to discuss violation and resources available to assist the resident with policy compliance. Consequences of a third violation are discussed. Discussion is documented.
- Third Offense: Written violation notice is sent to the resident and a \$100 fine is assessed.
- Fourth Offense: Written notice of termination is sent and a \$250 fine is assessed. Resident must enroll in a smoking cessation program within 21 days from the date of the notice and provide proof of such enrollment to LRHA. Failure to cure within 21 days results in lease termination.
- Fifth Offense: If the resident cures after the fourth offense and then re-offends, a 30-Day Notice of Lease Termination is sent with no right to cure.

2.4.5 Reasonable Accommodation

While addiction to nicotine or smoking is not a disability, LHRA will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

Chapter 3: Fair Housing and Equal Opportunity

3.1 Overview

This chapter explains the laws and HUD regulations requiring LRHA to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policies and processes. The responsibility to further nondiscrimination pertains to all areas of LRHA's public housing operations.

3.2 Non-Discrimination

LRHA treats all applicants and residents equally, providing the same quality of service, regardless of household characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and/or disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. LRHA will comply with all applicable federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964;
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
- Executive Orders 11063 and 13988;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act (ADA) of 1975;
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
- Violence Against Women Act (VAWA);
- The Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20;
- The Virginia Human Rights Act (VA Code S2.2-3900, et seq.);
- The Virginians with Disabilities Act, and specifically VA Code S51.5-45 (Right of persons with disabilities to housing accommodations); and
- The Virginia Fair Housing Law (VA Code S36-96.1, et seq.).

When more than one civil rights law applies to a situation, the laws will be read and applied together; and any applicable state laws or local ordinances and any legislation protecting individual rights of participating households, applicants, or staff that may subsequently be enacted will also apply.

LRHA will not discriminate on the basis of race, color, sex, religion, familial status, age, disability, national origin, gender identity, marital status or sexual orientation (called *protected classes*).

LRHA will not use any of the household characteristics or background described above to:

- Deny to any household the opportunity to apply for housing, nor deny any qualified applicant the opportunity to participate in the housing choice voucher program;
- Provide housing that is different from that which is provided to others;
- Subject anyone to segregation or disparate treatment;
- Subject anyone to sexual harassment;
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Steer an applicant or resident toward or away from a particular area based any of these factors;
- Deny anyone access to the same level of services;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- Discriminate in the provision of residential real estate transactions;
- Discriminate against someone because they are related to or associated with a member of a protected class; or
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

3.3 Providing Information to Families

LRHA takes steps to ensure that families are fully aware of all applicable civil rights laws. As part of the housing orientation process, LRHA provides information to public housing applicant families about civil rights requirements

3.4 Discrimination Complaints

Applicants or households that believe they have been subject to unlawful discrimination may notify LRHA. LRHA will attempt to remedy discrimination complaints made against LRHA and will conduct an investigation into all allegations of discrimination.

LRHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

LRHA will keep a record of all complaints, investigations, notices, and corrective actions.

3.5 Policies Related to Persons with Disabilities

LRHA strives to ensure that persons with disabilities have full access to LRHA's programs and services. This responsibility begins with the first inquiry of an interested household and continues through every programmatic area of the public housing program.

LRHA will ask all applicants and residents if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by LRHA.

If a person requests an accommodation, LRHA may need to verify that the person is a qualified individual with a disability, and must determine whether an accommodation is necessary to

provide the individual with an equal opportunity to participate in the public housing program. A person who does not meet the definition of a person with a disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

3.5.1 Definition of Disability

There are two different definitions for *person with a disability* used in the public housing program. One definition is used to qualify a family for a **disabled deduction**—either as a disabled household or as a dependent for an other adult with a disability—and the other is used in determining eligibility for a **reasonable accommodation**.

Disabled Deduction: Definition of a Person with a Disability

The term *person with disabilities* means a person who has any of the following types of conditions.

1. Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

In the case of an individual who has attained the age of 55 and is blind (within the meaning of blindness as defined by 42 U.S.C 416(i)(1)), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

2. Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
3. Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C.15002(8)), which defines developmental disability in functional terms as follows:

- a) **General.** The term *developmental disability* means a severe, chronic disability of an individual that:

- i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- ii. Is manifested before the individual attains age 22;
- iii. Is likely to continue indefinitely;
- iv. Results in substantial functional limitations in 3 or more of the following areas of major life activity:
 - (1) Self-care,
 - (2) Receptive and expressive language,
 - (3) Learning,

- (4) Mobility,
 - (5) Self-direction,
 - (6) Capacity for independent living,
 - (7) Economic self-sufficiency; and
- v. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
- b) ***Infants and Young Children.*** An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the following criteria if the individual, without services and supports, has a high probability of meeting those criteria later in life: self-care, receptive and expressive language, learning, mobility, self-direction.

This definition is also used for the dependent deduction, when an adult family member (who is not the head, co-head or spouse) is a person with disabilities. People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition. For purposes of qualifying for low-income housing, this definition does not include a person whose disability is based solely on any drug or alcohol dependence.

Reasonable Accommodation: Definition of a Person with a Disability

The definition of a *person with a disability* used to qualify a family for a **reasonable accommodation** is as follows:

A *person with a disability*, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment.

The phrase *physical or mental impairment* includes:

- Any physiological disorder or condition, cosmetic or 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, Human Immunodeficiency

Virus (HIV) infection, mental retardation, emotional illness, drug addiction (other than addiction cause by current, illegal use of a controlled substance) and alcoholism.

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Has a record of such impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live 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 is treated by another person as constituting such a limitation; has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward such impairment; or has none of the impairments defined in this section but is treated by another person as having such an impairment.

The definition of a person with disabilities does not include:

- Current, illegal use of or addiction to a controlled substance.
- Individuals who are alcoholics or drug abusers and:
 - Whose current use of alcohol or drugs prevents them from participating in the program or activity in question; or
 - Whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

3.5.2 Verification of Disability

When verifying a disability for the purposes of the disabled household deduction, LRHA will follow its policies on verification. All information related to a person's disability will be treated in accordance with the privacy policies in this ACOP. In addition to the general requirements that govern all verification efforts, additional verification requirements for verifying disability will be followed. See [Verification of Disability](#).

3.5.3 Denial or Termination of Assistance – Families with Disabled Household Members

LRHA's decision to deny or terminate the assistance of a household that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial will inform them of LRHA's informal review process and their right to request a hearing. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a household's assistance is terminated, the notice of termination will inform them of LRHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, LRHA will consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to LRHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the household to meet the requirements, LRHA must make the accommodation.

3.6 Reasonable Accommodation

A *reasonable accommodation* is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces

A person with a disability may require special accommodations in order to have equal access to the program.

3.6.1 Types of Reasonable Accommodations

When requested, LRHA will make reasonable accommodations to modify normal procedures to accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail;
- Displaying posters and other housing information in locations throughout LRHA's office in such a manner as to be easily readable from a wheelchair;
- Making a unit, part of a unit, or public and common use areas accessible for the head of household or a family member with a disability who is on the lease;
- Permitting a household to have a service or assistive animal necessary to assist a family member with a disability;
- Allowing a live-in aide to reside in an appropriately sized LRHA unit;
- Transferring a household to a larger size unit to provide a separate bedroom for a person with a disability;
- Transferring a household to a unit on a lower level or a unit that is completely on one level;
- Making documents available in large type, computer disc or Braille;
- Providing qualified sign language interpreters for applicant or resident meetings with LRHA staff;
- Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- Permitting an outside agency or family member to assist an applicant or tenant in meeting screening criteria or meeting essential lease obligations.

3.6.2 Request for an Accommodation

If an applicant or resident indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, LRHA will treat the information as a request for a reasonable accommodation, even if no formal request is made.

Requests for accommodations will be considered reasonable if they do not create an undue financial and administrative burden for LRHA, or result in a fundamental alteration in the nature of the program or service offered. A fundamental alteration is defined as a modification that alters the essential nature of LRHA's operations.

3.6.3 Verification of Person with a Disability

The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, LRHA will determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to LRHA's programs and services.

If a person's disability is obvious or otherwise known, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known, LRHA will verify that the person meets the definition of a person with a disability and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, LRHA will follow the verification policies provided in this ACOP. All information related to a person's disability will be treated in accordance with the confidentiality.

3.6.4 Approval or Denial of a Requested Accommodation

LRHA will approve a request for an accommodation if the following three conditions are met:

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

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of LRHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

After a request for an accommodation is presented, LRHA will respond, in writing, in a timely fashion.

If LRHA denies a request for an accommodation because there is no relationship found between the disability and the requested accommodation, the notice will inform the household of the right to appeal LRHA's decision through an informal hearing (if applicable) or the grievance process.

If LRHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature LRHA's operations), LRHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without fundamentally altering the public housing program and without imposing an undue financial and administrative burden.

If LRHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, LRHA will notify the family, in writing, of its determination. The notice will inform the family of the right to appeal LRHA's decision through an informal hearing (if applicable) or the grievance process

3.7 Program Accessibility for Persons with Hearing or Vision Impairments

HUD regulations require that LRHA ensure that persons with disabilities related to hearing and vision have reasonable access to LRHA's programs and services. LRHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

3.8 Physical Accessibility

LRHA complies with the applicable requirements pertaining to physical accessibility, including the following:

- Notice PIH 2010-26;
- Section 504 of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act of 1990;
- The Architectural Barriers Act of 1968; and
- The Fair Housing Act of 1988.

LRHA's policies concerning physical accessibility are readily available to applicants and households. They can be found in the following documents:

- This policy, the Admissions and Continued Occupancy Policy, which describes the key policies that govern LRHA's responsibilities with regard to physical accessibility;
- PIH Notice 2010-26, which summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funding housing programs; and
- LRHA's Annual Plans, which provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of LRHA's facilities will conform to the Uniform Federal Accessibility Standards (UFAS).

Newly-constructed facilities will be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

3.9 Improving Access for Persons with Limited English Proficiency

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

LRHA will ensure that affirmative steps are taken to communicate with people who need services or information in a language other than English.

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, LEP persons are public housing applicants and residents, and parents and household members of applicants and clients.

In order to determine the level of access needed by LEP persons, LRHA will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program to people's lives; and
- The resources available to LRHA and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on LRHA.

3.10 Violence Against Women Act Protections

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking who are applying for or receiving assistance under the Housing Choice Voucher (HCV) or Public Housing program. VAWA protections are not limited to women, but cover victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, regardless of sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis on any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking anywhere such a list appears.

LRHA's has one set of VAWA policies which related to the Housing Choice Voucher Program and Public Housing. As such, there may be separate references to both programs in the policies below.

3.10.1 Definitions as Used in the Violence Against Women Act

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim;

- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner;
- A person with whom the victim shares a child in common; and/or
- A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and the existence of such a relationship is determined based on the following factors:

- Length of the relationship;
- Type of relationship; and
- Frequency of interaction between the persons involved in the relationship.

Human Trafficking: A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

Sexual Assault: Any non-consensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking: Engaging in a course of conduct directed at a specific person causing a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Affiliated Individual: The term *affiliated individual* means, with respect to a person:

- A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
- Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.

Bifurcate: means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Economic Abuse: Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information;
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; and/or

- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty.

Technological Abuse: an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, stalking and/or human trafficking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices;
- Online spaces and platforms;
- Computers;
- Mobile devices;
- Cameras and imaging programs;
- Apps;
- Location tracking devices;
- Communication technologies; and/or
- Any other emergency technologies.

3.10.2 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

Applicants who otherwise qualify for assistance or admission will not be denied admission on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. VAWA does not limit LRHA's authority to deny assistance to an individual or household that is not otherwise qualified or eligible for assistance.

3.10.3 Prohibition Against Termination of Assistance Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

Criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, engaged in by a member of a tenant's family or any guest or other person under the tenant's control will not be the basis for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's household is the victim or threatened victim of that domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, and/or human trafficking will not be construed either as serious or repeated violations of the Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

LRHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to LRHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the unit

Notwithstanding the foregoing, LRHA may exercise its authority to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

LRHA may exercise its discretion to bifurcate a lease in order to evict, remove or terminate assistance to tenants or lawful occupants who perpetrate such violence against victims or affiliated individuals.

Further, LRHA retains its authority to terminate the tenancy of any tenant if LRHA concludes that there is an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. VAWA does not limit LRHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

LRHA may terminate assistance or evict a tenant for any violation of the lease **not** premised on the kinds of violence described above, as long as LRHA refrains from subjecting a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to a more demanding standard than applied to other tenants facing Lease termination. VAWA does not limit LRHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

Notwithstanding the protections provided to tenants under VAWA, LRHA will:

- Comply with court orders that address the rights of access to or control of property, including civil protection orders issued to protect victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking; and
- Comply with court orders that address the distribution or possession of property among members of a household.

In the event LRHA evicts, removes or terminates assistance to an individual by bifurcating the lease, LRHA will refrain from penalizing the victim of such criminal activity who is a tenant or lawful occupant. LRHA will also provide any remaining family members an opportunity to establish eligibility for continued occupancy, if the individual evicted as a result of the bifurcation of the lease was the sole tenant eligible for housing assistance. If a tenant is unable to establish eligibility, LRHA will provide tenant a reasonable time, not to exceed 60 days, to find new housing.

This policy permits LRHA to provide emergency transfers to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking if the tenant expressly requests the transfer and the tenant reasonably believes that he/she is threatened with imminent harm from further violence if the tenant remains in the unit. In the case of a tenant who is the victim of sexual assault, an emergency transfer may be provided if the individual reasonably believes there is a threat of imminent harm from further violence if they remain in their unit or if the individual reasonably believes there is a threat of imminent harm from further violence if they remain in their unit or if the sexual assault occurred on the premises during the 90 day period preceding the request for a transfer.

LRHA will maintain the confidentiality of the tenant's new location in the event the tenant receives an emergency transfer related to VAWA protections.

3.10.4 VAWA Self-Petitioners

LRHA will review non-citizen applicant or tenant requests for admission or continued occupancy as a result of being a self-petitioner under the Violence against Women Act.

A VAWA self-petitioner is someone who claims to be a victim of *battery or extreme cruelty*, which includes domestic violence, dating violence, sexual assault, or stalking perpetrated by their spouse or parent, and who indicates that they have “satisfactory immigration status; however, LRHA has not yet verified that his/her satisfactory immigration status. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance. A VAWA self-petitioner may submit an I-360 VAWA Self Petition, an I-130 Family-Based VISA Petition or a USCIS Form 1-797 to demonstrate a claim of satisfactory immigration status. When a VAWA self-petitioner uses the Family Based VISA petition to satisfy immigration status, upon verification of the Family Based VISA petition, LRHA will require the petitioner to submit evidence of battery or extreme cruelty.

LRHA may provide assistance to a non-citizen, applicant VAWA self-petitioner while LRHA verifies his/her eligible immigration status. Additionally, LRHA may provide continued assistance to the non-citizen participant VAWA petitioner during the time that LRHA verifies his/her eligible immigration status. Housing assistance and all other VAWA protections will be granted to the VAWA self-petitioner throughout the verification process until a final determination of lawful permanent residency can be made.

If LRHA later determines that the VAWA self-petitioner does not have eligible immigration status, LRHA will notify the individual and take action to terminate assistance.

3.10.5 Confidentiality Requirements – VAWA

LRHA will not disclose or release or enter into any shared database any personally identifying information or individual information collected in connection with VAWA protections requested or denied except to the extent that the disclosure is:

- Requested or consented to by the individual in writing;
- Required for use in an eviction proceeding; or
- Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, LRHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

At the time the applicant is denied, LRHA may share the following:

- Non-personally identifying data in the aggregate regarding services to their tenants and non-personally identifying demographic information in order to comply with Federal or State reporting, evaluation, or data collection requirements;
- Court-generated information and law enforcement-generated information containing insecure, governmental registries for protection order enforcement purposes; and
- Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

3.10.6 Notification to Applicants and Tenants Regarding Protections under VAWA

LRHA will provide applicants and tenants in assisted housing with HUD's VAWA Notice of Occupancy Rights and VAWA Certification Form:

- When an applicant is denied;
- At admission to Public Housing or the Housing Choice Voucher program;
- With any notification of eviction or notification of termination of assistance.

LRHA will also provide owners with the VAWA Notice of Occupancy Rights and VAWA Certification Form.

3.10.7 Victim Documentation

LRHA will require that an applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking provide documentation of such claim, including:

- Demonstrating the connection between the abuse and the unfavorable history; and
- Naming the perpetrator of the abuse if it is safe to provide the name and if it is known to the victim.

When a family is facing termination of assistance because of the actions of a tenant, household member, guest, or other person under the tenant's control and a client or affiliated individual of the tenant's household claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, LRHA will require the individual to submit documentation affirming that claim.

Tenants must provide **one** of the following to demonstrate that they should receive protections under VAWA:

- A completed HUD-approved VAWA certification form that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which the tenant/applicant must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, social worker, legal assistance provider, pastoral counselor, medical professional or a mental health professional (collectively, *professional*) from whom the applicant/tenant sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by the applicant/tenant attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

Individuals or families claiming that they are a victim of domestic violence, dating violence or stalking may obtain a VAWA Certification Form from designated LRHA locations.

3.10.8 Time Frame for Submitting Documentation

If an applicant for, or tenant of, LRHA housing represents to LRHA that they are entitled to protections under VAWA, LRHA may request, in writing, that the applicant submit a form of

documentation as described above. The tenant must submit the required certification and supporting documentation to LRHA within fourteen (14) business days after LRHA has requested the documentation from the applicant/tenant. The 14-day deadline may be extended at LRHA's discretion. If the individual does not provide the required certification and supporting documentation within fourteen (14) business days of LRHA's request, or within the approved extension period, LRHA may proceed with denial or termination of assistance.

If LRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, LRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

3.10.9 Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant/tenant household, the applicant/head of household must provide additional documentation consisting of one of the following:

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

Perpetrator documentation must be submitted to LRHA within the same timeframe as victim documentation.

3.10.10 Terminating Tenancy of a Domestic Violence Offender

This section does not provide protection for perpetrators of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. LRHA may terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against household members or others without terminating assistance to, or otherwise penalizing, the victim of such violence who is also a tenant or lawful occupant. This authority supersedes any local, state, or other federal law to the contrary. However, if LRHA chooses to exercise this authority, LRHA will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a client or other household member result in a decision to terminate the household's assistance and another household member claims that the actions involve criminal acts of physical violence against household members or others, LRHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, LRHA will terminate the offender's assistance. If the victim does not provide the certification and supporting documentation, as required, LRHA will deny relief for protection under VAWA and proceed with termination of the household's assistance.

If LRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the client's tenancy is not terminated, LRHA will bypass the standard process and proceed with the immediate termination of the household's assistance.

3.10.11 Transfers under VAWA

LRHA may allow a household to move in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking and who reasonably believes that he or she is imminently threatened by harm from further violence if he or she remains in the unit. See LRHA's [VAWA Emergency Transfer Plan](#).

3.10.12 Response to Conflicting Certification

In cases where LRHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, LRHA may determine which is the true victim by requiring third-party documentation from each member as described in this ACOP. Third-party documentation to substantiate the occurrence of a VAWA-related offense must be submitted within 30 calendar days. LRHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim or to address the distribution or possession of property among the household.

3.10.13 Remedies Available to VAWA Victims

Notwithstanding any federal, state, or local law to the contrary, LRHA may bifurcate (divide in two) a lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against household members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of assistance or leases under the relevant Public Housing, Section 8 HCV, and Section 8 Project-Based programs. Tenants who remain in the household after a lease bifurcation, who have not already established eligibility for housing assistance will be given at least 90 days from the date of the bifurcation of the lease in order to establish eligibility for housing assistance or to find alternative housing.

3.10.14 VAWA Record Retention

LRHA will retain a record of all VAWA emergency transfer requests and outcomes for a period not less than three years. LRHA will follow HUD reporting requirements regarding VAWA emergency transfer requests and outcomes.

Chapter 4: Application, Waiting List, and Tenant Selection

4.1 Overview

When a family wishes to reside in public housing, the family must submit an application that provides LRHA with the information needed to determine the family's eligibility. When public housing assistance becomes available, LRHA will select families from the waiting list in accordance with HUD requirements and LRHA policies as stated in the ACOP and approved annual plans.

LRHA is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that LRHA affirmatively further fair housing goals in the administration of the program. Adherence to the selection policies described in this chapter ensures that LRHA will be in compliance with all relevant fair housing requirements.

This chapter describes HUD and LRHA policies for taking applications, managing the waiting list and selecting families from the waiting list.

4.2 Applying for Assistance

Families may submit applications using LRHA's online portal or may obtain application forms from LRHA's office when the waitlist is open. Families may also request applications by telephone, email, or by mail. Only one application will be accepted for each Head of Household.

Completed applications must be returned to LRHA as instructed in the Waitlist Opening announcement and/or the instructions provided with the application. Applications must be complete in order to be accepted by LRHA for processing. If an application is incomplete, where contact information is provided, LRHA will notify the family of the additional information required in order to be accepted for processing. The application will not be assigned a date and time of receipt until it is returned complete.

4.3 Accessibility of the Application Process

LRHA will take steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard LRHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). LRHA will make reasonable accommodations to meet the needs of individuals with disabilities. LRHA website homepage includes a message advertising free interpretive services for LRHA clients in various languages.

4.4 Placement on the Waiting List

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

When the waiting list is continuously open, applicants will be placed on the waiting list according to the claimed preference and date and time their completed application is received by LRHA.

When the waiting list is open for a finite period of time, LRHA will notify applicants of the method for submitting applications and ordering applications on the waiting list.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list. Applicants will be placed on the waiting list according to any preference(s) for which they qualify, and the date and time their complete application is received by LRHA.

LRHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in LRHA's occupancy standards. Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to LRHA's standards and local code). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

4.5 Organization of the Waiting List

The public housing waiting list will be organized in such a manner to allow LRHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this ACOP.

The waiting list will contain the following information for each applicant listed:

- Name and Social Security number of head of household;
- Unit size required (number of family members);
- Amount and source of annual income;
- Accessibility requirement, if any;
- Date and time of application or application number;
- Household type (family, elderly, disabled);
- Admission preference, if any;
- Race and ethnicity of the head of household;
- The specific site(s) selected (only if PHA offers site-based waiting lists).

LRHA will maintain one single community-wide waiting list for its developments. Within the list, LRHA will designate subparts to easily identify who should be offered the next available unit (i.e., mixed populations, general occupancy, unit size, and accessible units).

LRHA will not adopt site-based waiting lists.

LRHA will not merge the public housing waiting list with the waiting list for any other program LRHA operates.

4.6 Closing of the Waiting List

LRHA will close the waiting list when LRHA has enough applicants to fill vacancies anticipated for the next 24 months. Where LRHA has particular preferences or funding criteria that require a specific category of family, LRHA may continue to accept applications from these applicants while closing the waiting list to others.

4.7 Reopening the Waiting List

LRHA will announce the reopening of the waiting list at least seven (7) business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

LRHA will give public notice by publishing the relevant information in newspapers of general circulation, minority media and other suitable media outlets. The notice will specify where, when and how applications are to be received.

4.8 Family Outreach

LRHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in LRHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved. LRHA will ensure that outreach activities are affirmatively furthering fair housing and are in compliance with the Fair Housing Act and LEP requirements.

4.9 Reporting Changes in Family Circumstances

While the family is on a waiting list, the family must update its application online or in writing. To update the application through LRHA, a written request for update must be submitted by the family to LRHA. Families are required to update their application to reflect changes in income, family composition, and/or contact information, including current residence, mailing address, and phone number. Failure to report these changes may affect a family's placement on the waiting list(s) and could result in removal of the family's name from the waiting list. Changes will not be accepted verbally or over the phone.

4.10 Family Break-Up or Split Households While on the Waiting List

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date, if the waiting list is open.

In the absence of a judicial decision, or an agreement among the original family members, LRHA has the discretion to determine which members of the family will retain the original application date.

In making its determination, LRHA will take into consideration the following factors:

- The interest of any minor children, including custody arrangements;
- The interest of any ill, elderly, or disabled family members;
- The interest of any family member who is the victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse;
- Any possible risks to family members as a result of criminal activity; and
- The recommendations of social service professionals.

4.11 Updating the Waiting List

In order to maintain a current waiting list, LRHA may request that applicants provided updated information and/or affirm continued interest. LRHA will review the waiting list(s) on a regular basis

to determine if an update and purge are necessary. If an update is needed, LRHA will notify the families, at the time of the update, of the method and time frames to be used to update the waiting list. The family's response must be submitted in the time frame and format required by LRHA.

Eligible applicants who respond timely and completely will be maintained on the waiting list(s). Applicants who do not respond timely and completely to any update request will be withdrawn (or purged) from the waiting list(s) without further notice.

If a notice is returned by the post office, with no forwarding address, the applicant will be withdrawn from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. If the family does not respond within the required time frame, the family will be removed from the waiting list without further notice.

If a family is removed from the waiting list for failure to respond, LRHA may reinstate the family if it is determined that the lack of response was due to LRHA error, or to circumstances beyond the family's control.

4.12 Removal from the Waiting List

LRHA will remove a family from the waiting list under the following circumstances:

- The applicant requests removal of their name from the waiting list;
- LRHA determines the family is not eligible for assistance;
- The applicant fails to respond to a written request to supply information to LRHA within an applicable time parameter;
- The applicant fails to attend a scheduled appointment at LRHA (LRHA may grant a second appointment upon request);
- The applicant is housed in a public housing unit; or
- The applicant fails to lease up after accepting a unit.

LRHA will not remove an applicant from any other LRHA waiting lists when housed under the public housing program.

If a family is removed from the waiting list because LRHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding LRHA's decision. See LRHA policies on informal hearings for applicants ([Informal Hearings for Applicants](#)) who are removed from the waiting list.

4.13 Income Targeting

LRHA will ensure that extremely low-income (ELI) families make up at least 40 percent of the families admitted to the public housing program during LRHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher.

LRHA will monitor progress in meeting the income targeting requirements throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

4.14 Deconcentration of Poverty and Income Mixing

Developments subject to the deconcentration requirement are referred to as *covered developments* and include general occupancy (family) public housing developments.

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, LRHA will complete the following:

- Determine the average income of all families in all covered developments, without adjusting for unit size, on an annual basis.
- LRHA will determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or 30 percent of median income, whichever number is higher).
- Where a covered development has an average income outside of the EIR, LRHA will determine whether or not these developments are consistent with its local goals and annual plan.
- Where the income profile for a covered development is not explained or justified in the annual plan submission, LRHA will include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances LRHA's deconcentration policy may include, but is not limited to, the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities;
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments;
- Establishing a preference for admission of working families in developments below the EIR;
- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration;
- Providing other strategies permitted by statute and determined by LRHA in consultation with the residents and the community through the annual plan process to be responsive to local needs and LRHA strategic objectives.

4.15 Local Preferences

LRHA may establish local preferences through LRHA Board approval. These limited local preferences are targeted for specifically named households, based on LRHA and local housing needs and priorities, and consistent with LRHA's plan and the consolidated plan.

Where applicants applied to LRHA when different local preferences were in effect, LRHA will honor their application local preferences in selecting applicants for six months after the ACOP, with the new preferences has been approved by the Board. Thereafter, LRHA will select applicants using the new preferences and selection policies.

See policies on [Order of Selection](#) for order of selection among families with preferences and families with no preferences.

LRHA has established the following local preferences:

- Emergency Preference,
- HQS/NSPIRE Compliance Preference
- Working Family,
- Elderly, Disabled Family,
- Veteran/Veteran Family.

4.15.1 Emergency Preference

LRHA has a local preference to provide emergency assistance to qualified households who have been displaced due to natural disaster or extreme emergencies such as a flood or fire that results in the uninhabitability of the applicant's apartment or dwelling unit and is not due to the fault of the applicant and/or any household member, and/or is otherwise beyond the applicant's control. To qualify for this preference applicants must be certified and referred by either the Mayor or the Managing Director of the City of Lynchburg or his/her designee; be income eligible; and meet all applicable program eligibility and suitability requirements. Alternatively, the Executive Director of LRHA may refer a currently assisted family under this preference to accommodate a VAWA transfer when the family cannot be transferred internally.

4.15.2 HQS/NSPIRE Compliance Preference

LRHA has a HUD-required preference for any tenant-based and/or project-based family in the Housing Choice Voucher (HCV) program displaced due to Housing Quality Standards (HQS)/National Standards for the Physical Inspection of Real Estate (NSPIRE) noncompliance (in accordance with 24 CFR 982.404(e)(2) and 24 CFR 983.208(d)(6)(ii)). Specifically, LRHA will offer, and if accepted, provide the family a selection preference for an appropriate-size public housing unit that first becomes available for occupancy if:

- The housing assistance payment (HAP) contract is terminated or the unit is removed from a HAP contract due to failure to correct HQS/SPIRE deficiencies at least 90 days or a longer period as LRHA determines is reasonable necessary following the termination of the HAP contract or removal of the unit from the HAP contract, and
- The family is given a tenant-based voucher to move to a new unit, but
- The family is unable to lease a new tenant-based unit within the period provided by LRHA.

4.15.3 Working/Elderly/Disabled Family Preference

LRHA has established a local preference for working families.

A working family is defined as:

- A family where the head, co-head or spouse is working at least 35 hours per week/1820 hours per year; or
- A family where the head, co-head or spouse is elderly or a disabled person with disabilities as defined in 42 U.S.C. Section 423(d)(1)(A) and 42 U.S.C.15002(8).

4.15.4 Veteran Family Preference

LRHA has established a local preference for veteran families.

A veteran family is one where the head of household, co-head or spouse is a veteran who was honorably discharged from service.

4.16 Verification of Preference

Verification is required for each preference. LRHA will verify preference(s) when an applicant is selected from the waiting list. Applicants who cannot verify their selection preference will be returned to the waiting list and reordered with any remaining applicable preference by date and time of application. See Appendix: [Verification of Local Preferences](#), which includes verification requirements for each preference.

4.17 Order of Selection

Applicants will be selected from the waiting list based on preference, date and time of application and family characteristics.

All preferences will be worth one point; with the exception of the Emergency preference which is worth 5 points, and the HQS/NSPIRE Compliance preferences which is worth 10 points. Applicants who qualify for multiple preferences will have additional preference points.

When selecting applicants from the waiting list, LRHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting list. LRHA will offer the unit to the highest-ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status. However, families with the HQS/NSPIRE Compliance preference will always be offered the first appropriate-size public housing unit that becomes available for occupancy after their voucher expires, per HUD requirements.

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and LRHA policy.

Examples:

- Family # 1: Head of household who is 68, the spouse who is 60 and their adult son, who is an honorable discharged veteran. Application date: March 4, 2022, 10:00 PM
 - 1 point: Working family preference
 - 1 point: Elderly/disabled preference
 - There is no preference point for the adult son, who is a veteran, because he is not the head, co-head or spouse
- Family #2: Head of household who is 38 and works full-time, spouse who collects SSI and twin boys who are 10. Application Date: March 4, 2022, 8:00 AM
 - 1 point: Working family preference
 - 1 point: Elderly/disabled preference (spouse collects SSI = disabled)

- Family #3: Head of household 29 years of age who claims to be a victim of domestic violence within the past 12 months prior to application. Two children female ages 3 and 5 who are disabled. Application date: March 4, 2022
 - 5 points: Emergency preference
 - No points for Elderly/disabled preference since the children are the disabled individuals.

All three families qualify for a 2 BR unit. Because they all applied for assistance on the same date, the order of selection would be as follows:

- Family #3: 5 points
- Family #2: 2 points with a date and time of March 4, 2022 at 8:00 AM
- Family #1: 2 points with a date and time of March 4, 2022 at 10:00 PM

4.18 Notification of Selection

LRHA will notify the family by mail and/or email when it is selected from the waiting list. If a notification letter is returned to LRHA with no forwarding address, the family will be removed from the waiting list without further notice.

If an applicant fails to respond, in the manner and timeframe requested by LRHA, the applicant may be withdrawn from the waiting list. When a family is withdrawn from the waiting list for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent LRHA from making an eligibility determination; therefore, no informal review is required.

LRHA may notify the applicant by phone in order to expedite the leasing process.

4.19 Determination of Eligibility

Once a family has been selected from the waiting list, an eligibility determination shall be made according to federal law, regulations governing State law and any applicable policies set forth in this ACOP. See the chapter on [Eligibility](#) for policies related to eligibility interviews and screening.

Chapter 5: Eligibility

5.1 Overview

Every individual and family admitted to the public housing program must meet all program eligibility requirements. This includes any individual approved to join a family after the family has been admitted to the program. Families must provide any information needed by LRHA to confirm eligibility and determine the level of the family's assistance.

LRHA will consider the following when determining eligibility and suitability for the public housing program:

The applicant family must:

- Qualify as a family as defined by HUD and LRHA;
- Have income at or below HUD-specified income limits;
- Qualify on the basis of citizenship or the eligible immigrant status of family members;
- Disclose and provide documentation of Social Security number information for all household members as required;
- Consent to LRHA's collection and use of family information as provided for in LRHA-provided consent forms;
- Provide all required documents, and
- Not currently be receiving a duplicative subsidy.

And, upon implementation of HOTMA:

Note: the following two bullets are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following restrictions do not apply.

- Not own real property that is suitable for occupancy by the family as a residence, as described in [Asset Restrictions](#);
- Not have assets in excess of the HUD-established asset limit, as described in [Asset Restrictions](#).

LRHA will determine that the current or past behavior of household members does not include activities that are prohibited by LRHA.

If a family is deemed ineligible or unsuitable for admission, the family will be removed from the waiting list.

5.2 Definitions

5.2.1 Family and Household

Family

Applicants must qualify as a *family* as defined in 24 CFR part 5.403. *Family* includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be:
 - An elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act and is homeless at age 16 or older; or
- A group of persons residing together, and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a tenant family.
- A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Gender identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

Each family must identify the individuals to be included in the household at the time of application, and must update this information if the family's composition changes.

Household

Household is a broader term that includes additional people who, with LRHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

5.2.2 Head of Household

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program alone, or in conjunction with a co-head.

The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

5.2.3 Spouse, Co-Head and Other Adult

A family may have a spouse or co-head, but not both.

Spouse means the marriage partner of the head of household.

- A marriage partner includes the partner in a *common law* marriage as defined in state law. The term *spouse* does not apply to friends, roommates, or significant others who are not

marriage partners. A minor who is emancipated under state law may be designated as a spouse.

- A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head. Minors who are emancipated under state law may be designated as a co-head.
- *Other adult* means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.
- Minors who are emancipated under state law may be designated as a cohead.

5.2.4 Dependents and Minors

A *minor* is a member of the family, other than the head, co-head, or spouse, who is under 18 years of age.

A *dependent* is a family member who is:

- Either under 18 years of age; or
- A person of any age who is a person with a disability; or
- A full-time student.

The following persons can **never be dependents**:

- The head of household;
- Spouse;
- Co-head;
- Foster children;
- Foster adults; and
- Live-in aides.

5.2.5 Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family if the dependent lives with the applicant or client family 50 percent (at least 183 days/year) or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or reexamination will be able to claim the dependents.

When more than one applicant or tenant (regardless of program) is claiming the same dependents as family members, the family with primary physical custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family will be allowed to claim the dependents, LRHA will make the determination based on available documents such as court orders and IRS income tax returns showing which family has claimed the child for income tax purposes, school records, and/or other credible documentation.

LRHA may make an exception to the occupancy standard policy set forth in this ACOP and allow two assisted households space for the same dependent children where there is joint physical and legal custody; however, LRHA will only allow one household to claim the dependent deduction. Exceptions to the Subsidy Standard policy for these instances will be reviewed on a case-by-case basis.

5.2.6 Other Adult

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

5.2.7 Full-Time Student

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

5.2.8 Elderly Persons

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

5.2.9 Near-Elderly Persons

A *near-elderly person* is a person who is at least 50 years of age but below the age of 62.

5.2.10 Elderly Family

An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income.

5.2.11 Persons with Disability and Disabled Family

Persons with disabilities: There are two different definitions for disabled persons used in the public housing program. One definition is used to qualify a family for the disabled household deduction and the other is used in determining eligibility for a reasonable accommodation. See [Definition of Disability](#) in Chapter 3 for the applicable definitions.

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

5.2.12 Guests

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest may remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative days during any 12-month period if permission is given in writing by LRHA.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure that is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

5.2.13 Multiple Families in the Same Household

When a family that consists of two families living together applies, such as a mother and father, and a daughter with her own husband or children, if they apply as a family unit, they will be treated as a family unit.

5.2.14 Foster Children and Foster Adults

A *foster child* is a member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older and is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster children and foster adults who are living with an applicant or assisted family are considered household members, but not family members. Foster children/adults do not qualify for a dependent deduction.

5.2.15 Live-In Aide

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

LRHA will approve a live-in aide if needed as a reasonable accommodation, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family. See verification requirements for in the chapter on verification: [Live-In Aide](#).

LRHA will apply the same screening criteria used for determining initial and continued eligibility/suitability for applicants and tenants when determining approval/disapproval of a particular person as a live-in aide. These criteria include, but are not limited to, disapproval of admission if the person:

- Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- Is subject to a lifetime registration requirement under a State Sex offender registration program;
- Committed drug-related criminal activity or violent criminal activity; or
- Currently owes rent or other amounts to LRHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

5.2.16 Veteran

A veteran is a person who served in the active military (Army, Navy, Air Force, Marines or Coast Guard, Reservists and/or National Guard) and who was discharged or released from such service under conditions other than dishonorable. LRHA may request discharge documentation to verify honorable discharge.

5.3 Income Eligibility

5.3.1 Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes.

Definitions of the Income Limits (24 CFR 5.603(b)):

- **Low-income family.** A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
- **Very low-income family.** A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
- **Extremely low-income family.** A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

If a family does not meet the income limits for the program, their admission must be denied; see [Income Limits for Eligibility](#).

5.3.2 Income Limits for Eligibility

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size.

In order to be income eligible, an applicant family must be a low-income family.

5.3.3 Income Limits for Targeting

At least 40 percent of the families admitted from LRHA's waiting list to the public housing program during a fiscal year must be *extremely low-income* families. This is called the *basic targeting requirement*.

If admissions of extremely low-income families to LRHA's Public Housing program during a fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against LRHA's public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for HCV program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during LRHA's fiscal year;
- Ten percent of waiting list admission to LRHA's HCV program during LRHA's fiscal year;
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or

more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

5.4 Asset Restrictions

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following restrictions noted in this section do not apply.

Upon implementation of the HOTMA Final Rule, subsidy assistance must not be provided if upon admission of family income:

1. The family's net assets (as defined in 24 CFR 5.603 and see **Net family assets** in the **Glossary** of this ACOP) exceed \$100,000, or the amount as determined by HUD and adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.

A property will be considered *suitable for occupancy* unless the family demonstrates that the property:

- Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation);
- Is not sufficient for the size of the family;
- Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by LRHA);
- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

This real property restriction does not apply to:

- Any property for which the family is receiving assistance under 24 CFR 982.620 or under the Homeownership Option in 24 CFR Part 982;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any person who is a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking as defined in this ACOP; or
- Any family that is offering such property for sale.

There is no exception for new admission households to this restriction of assistance based on assets.

5.5 Citizenship or Eligible Immigration Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or non-citizens that have eligible immigration status. At least one family member must be a citizen, national, or non-citizen with eligible immigration status in order for the family to qualify for any level of assistance. See [Verification of U.S. Citizenship or Eligible Immigration Status](#) policies in the Verification chapter.

5.5.1 Declaration of Citizenship

Each family member must declare whether he/she is a citizen, a national, eligible non-citizen, or an individual who elects not to contend that they have eligible immigration status. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors.

Those who elect not to contend their status are considered to be ineligible non-citizens. The family must identify in writing any family members who elect not to contend their immigration status.

No declaration is required for live-in aides, foster children, or foster adults.

5.5.2 U.S. Citizens and Nationals

Citizens and nationals are required to submit only a signed declaration as verification of their status.

Family members who declare citizenship or national status will not be required to provide additional documentation unless LRHA receives information indicating that an individual's declaration may not be accurate.

5.5.3 Eligible Non-Citizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must provide documentation to confirm the claimed citizenship status and cooperate with LRHA efforts to verify their immigration status.

The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS.

LRHA will use the USCIS SAVE system to verify eligible immigration status.

5.5.4 Ineligible Non-Citizens

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

Providing housing assistance to non-citizen students is prohibited. This prohibition extends to the non-citizen spouse of a non-citizen student as well as to minor children who accompany or follow to join the non-citizen student. Such prohibition does not extend to the citizen spouse of a non-citizen student or to the children of the citizen spouse and non-citizen student. Such a family is eligible for prorated assistance as a mixed family.

5.5.5 Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible non-citizen. Families that include eligible and ineligible individuals are considered mixed families. Assistance to mixed families shall be prorated. Families will receive notice of determination as a mixed family. The notice will include the fact that assistance will be prorated and that the family may request a hearing if they contest this determination.

5.5.6 Ineligible Families

LRHA will not provide assistance to a family before the verification of at least one family member.

When a LRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with LRHA.

The informal hearing with LRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

5.5.7 Timeframe for Determination of Citizenship Status

For new applicants, LRHA will ensure that evidence of eligible citizenship status is submitted no later than the date that LRHA completes verification of other aspects of eligibility for assistance.

LRHA will grant an extension to submit evidence of eligible immigration status if the family member:

- Submits the declaration, certifying that any person for whom required evidence has not been submitted is a noncitizen with eligible immigration status; and
- Certifies that the evidence needed to support a claim of eligible immigration status is temporary unavailable, additional time is needed to obtain and submit the evidence, and prompt and diligent efforts will be undertaken to obtain the evidence.

If an individual qualifies for a time extension for the submission of required documents, LRHA will grant such an extension for no more than 30 days. LRHA's decision to grant or deny an extension will be issued to the family by written notice.

If the family fails to submit required evidence of eligible immigration status within the time period specified in the notice, or if the evidence is timely submitted but fails to establish eligible immigration status, LRHA will proceed to deny assistance.

5.6 Social Security Numbers

The applicant and all members of the applicant's household must disclose the complete and accurate Social Security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

5.6.1 SSN Documentation

See policies on verification of Social Security numbers ([Social Security Number Verification](#)).

5.6.2 Persons Not Required to Provide Documentation of a Valid SSN

Individuals who do not contend eligible immigration status will NOT have an SSN to disclose. If otherwise eligible to participate in the program, the family should be admitted into the program or continue receiving assistance if at least one family member is a U.S. Citizen or has eligible immigration status.

Tenants who are 62 years old or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, who have not previously disclosed an SSN, will not be required to provide documentation of a valid SSN and remain exempt even if they move to a new assisted unit.

5.6.3 Timeframe to Submit Documentation of SSN

Assistance cannot be provided to the family until all SSN documentation requirements are met.

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age six has been added to an applicant family within the six months prior to the date of admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission.

LRHA will request verification of the SSN during screening for eligibility. LRHA will defer the eligibility determination for a period of 60 days from the date of the screening appointment for families with members who are eligible to receive an SSN but who have not yet provided verification of their SSN. If after 60 days, required SSN documentation is not provided, LRHA will deny assistance.

Participants who contend eligible immigration status and who have not previously disclosed a valid SSN must do so at their next scheduled or interim reexamination within 90 days of LRHA's request. LRHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements or there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

If a proposed new household member is an adult, LRHA will not approve addition of the adult to the household until SSN documentation has been provided.

If the proposed new member is under the age of 6 and has not been assigned an SSN, LRHA will allow the child to be added to the household; however, SSN documentation must be provided within 90 days of the child being added to the household. LRHA, at its own discretion, may give an additional 90 days if LRHA determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that LRHA is awaiting documentation; the child shall be included as part of the tenant household and the child shall be entitled to all the benefits of being a household

member. If upon expiration of the provided time period, including any extensions, the tenant fails to produce an SSN for the child, the family will be subject to the penalties for failure to disclose an SSN.

LRHA will provide alternate ID numbers for eligible families that include members who are not U.S. citizen or do not have eligible immigration status.

5.6.4 Penalties for Failure to Disclose SSN

Applicants:

- Denial of placement on the waiting list.
- Denial of eligibility.
- Termination of assistance (for households who were admitted and failed to provide SSN documentation for a family member under 6 years of age).

Participants:

- Termination of assistance and tenancy.

5.7 Photo ID

To ensure LRHA has the ability to identify all persons 18 years of age or older (not just the head of household), all adult household members will be required to provide a current, government-issued identification at admission, upon addition to a public housing household or upon turning 18. For example, if a household member turns 18 between regular reexaminations, he or she must provide a government issued photo identification at the household's next regular reexamination.

LRHA reserves the right to request an updated photo ID after admission to the program to confirm legal identity.

As an accommodation for individuals with disabilities and elderly individuals, as well as for individuals with religious considerations, with prior LRHA approval, LRHA may accept other forms of identification to establish identity.

5.8 Required Documents

Applicants must provide birth certificates/proof of age/proof of birth for all household members.

The family must supply any other information that LRHA or HUD determines necessary to the administration of the program.

5.9 Family Consent to Release Information

HUD requires each adult family member and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice or comparable form authorized by HUD. Additionally, family members are required to sign the form HUD-52675 (Debts Owed to Public Housing Agencies and Terminations) and other LRHA consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

LRHA will deny admission to the program if any member of the applicant family fails to sign and submit the consent forms which allow LRHA to obtain information that LRHA has determined necessary in the administration of the public housing program.

5.9.1 Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886-A)

On or after January 1, 2024, the form HUD-9886 is only required to be signed by each family member at admission, addition of an adult member to the household, and/or when a family member turns 18. The form HUD-9886-A is not required to be signed at each annual recertification and will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to LRHA to revoke consent.

LRHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit the form HUD-9886-A. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

5.10 Household Member Turning 18 Between Eligibility and Lease Up

5.10.1 Income and Deductions

When a family member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, LRHA will include the family member's income in the calculation of annual income. For example, LRHA completes an eligibility determination on November 1. One of the family members is 17 at the time of screening and eligibility determination; however, the family finds a unit with a lease effective date of December 18 and this individual turns 18 on November 17. LRHA will then calculate the income of that family member as if they were an adult, since the family member will be 18 by the effective date of the lease. Deductions will also be applied as if the family member was an adult. For example, a family member who is 17 at the time of eligibility determination, but 18 on the lease effective date, will NOT be given a dependent deduction unless that family member is a full-time student or disabled.

5.10.2 Release Forms

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, LRHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize LRHA to obtain their income verification and count applicable income.

5.10.3 Criminal Background Check

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, LRHA will have a parent/legal guardian sign the consent for criminal background check on behalf of that household member in order to authorize LRHA's criminal background check.

5.11 Eligibility Interview

Families selected from a waiting list(s) are required to participate in an eligibility screening which includes the completion of a full application.

The head of household and co-head are required to attend/participate in the eligibility interview and must provide verification of legal identity.

If the family is unable to attend/participate in a scheduled interview, the family must contact LRHA in advance of the interview to schedule a new appointment. If a family does not attend/participate in a scheduled interview, LRHA will schedule a second interview. If the family does not attend the second scheduled interview, the family will be withdrawn from the waiting list(s). LRHA will send

a withdrawal notice. Such failure to act on the part of the applicant prevents LRHA from making an eligibility determination; therefore, LRHA will not offer an informal review.

When applicable, selection criteria, including applicable preferences and family size, will be verified in accordance with the verification policies of this ACOP. If the basis for selection cannot be verified, the applicant will be returned to the waiting list, without the claimed selection criteria, retaining the same date and time of application.

The family must provide the information necessary to establish the family's eligibility and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within seven (7) business days from the date of the request. If the family is unable to obtain the information or materials within the required time frame, LRHA may provide a reasonable extension as necessary. Applicants who fail to provide the required information within LRHA established time frames (including any allowed extensions) will be withdrawn from the waiting list(s) based on the family's failure to supply information needed to determine eligibility. LRHA will send the applicant a withdrawal notice. Such failure to act on the part of the applicant prevents LRHA from making an eligibility determination; therefore, LRHA will not offer an informal review.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process. Interviews will be conducted in English. For Limited English Proficiency (LEP) applicants, LRHA will provide translation services in accordance with LRHA's LAP plan.

5.12 Applicant Screening

LRHA conducts applicant screening to evaluate the eligibility and suitability of families who apply to the public housing program.

Debt, criminal background and sex offender screening policies include basic screening information, reasons for mandatory and non-mandatory denial and mitigating factors. Mitigating factors will be considered for certain screening outcomes. Upon consideration of mitigating factors, LRHA may, on a case-by-case basis, decide not to deny assistance.

If a tenant is terminated and re-applies, the applicant (former tenant) will be subject to all LRHA required screening elements to determine eligibility and suitability for the program.

5.12.1 Enterprise Income Verification (EIV) Screening

Existing Tenant Search

Prior to admission to the program, LRHA will search for all household members using the EIV Existing Tenant Search module. LRHA will review the reports for any SSN matches involving another PHA or a multifamily entity and follow up on any issues identified.

If the tenant is a new admission to LRHA, and a match is identified, LRHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 showing an end of participation. LRHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

Former Tenant Search/Debts Owed and Terminations

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

Prior to admission to the program, LRHA will search for each adult family member in the EIV Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute.

If LRHA determines that the disputed information is incorrect, LRHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

Income and IVT Reports

For each new admission, LRHA will review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family reported income within 120 days of the date of submission to HUD of the new admission. LRHA will print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

5.12.2 Debt Screening

LRHA will conduct debt screening on all members 18 years old or older.

EIV debt screening for prior debts incurred during previous participation in a federally assisted housing program will be conducted at the time of eligibility screening.

Mandatory Denial

LRHA will deny assistance:

- If the applicant family owes rent or other amounts to LRHA or any other PHA or owner in connection with any assisted housing program, and/or
- If the applicant family has breached a repayment agreement with LRHA or another PHA entered in connection with participation in the HCVP or public housing assistance under the 1937 Act, and the amount is not fully repaid within 30 calendar days from the date of the screening appointment.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following factors when considering denial of assistance related to debt screening:

- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.
- Circumstances which led to the creation of the debt, i.e., death of a household member, economy-related layoff.
- Current financial circumstances.
- The length of time since the debt was incurred, the family's recent history and the likelihood of favorable conduct in the future.

5.12.3 Criminal Background Screening

It is LRHA's policy to conduct screening for drug abuse and other criminal activity in an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other tenants. In conducting screening, LRHA will comply with all applicable civil rights requirements contained in the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act and Titles II and III of the Americans with Disabilities Act of 1990 and other equal opportunity provisions listed in 24 CFR 5.105. Such screening will apply to any member of the household who is 18 years of age or older at the time of lease-up or move-in, including live-in aides.

A signed Criminal Background Consent Form, authorizing the release of criminal records from law enforcement agencies, must be completed by the household members for whom the record is being requested or in the case of a minor the adult responsible for said minor. Failure to sign the consent form will result in the denial of assistance.

LRHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. LRHA uses convictions, not arrest records, to determine that an individual has engaged in criminal activity. LRHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and LRHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred.

LRHA may use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to assist in making a determination that disqualifying conduct occurred.

Families are provided an opportunity to dispute the accuracy and relevance of a criminal record before admission or assistance is denied on the basis of such record. If LRHA proposes to deny assistance based on criminal record information, LRHA will notify the household of the proposed action and will make the record available upon request to the applicant. The applicant will have an opportunity to dispute the accuracy and relevance of the information through the informal review process. Applicants deemed ineligible as the result of a criminal record check (CRC) will have seven (7) business days from receipt of a letter of ineligibility to request an informal review.

If the CRC identifies a pending criminal investigation, LRHA will suspend the eligibility determination until the criminal investigation is completed. LRHA will notify the applicant concerning their suspended eligibility status and request that the applicant notify LRHA when the investigation is complete, at which time LRHA will apply its eligibility and screening policies in making a final eligibility determination.

Criminal record checks will be considered current for a period of one year. If lease up (for new applicants) is not effective within one year from the date the CRC was run, a new CRC will be required.

The **Charts of Offenses – Denial and Termination** includes a chart detailing specific drug and criminal offenses and LRHA's timeframe for denial based on the timeframe between conviction and screening. In making determinations related to eligibility for admission to the program, LRHA will use the criminal background screening policies in this ACOP in concert with the **Criteria for Denials** table in the Appendix of this ACOP.

Mandatory Denial – Criminal Background Screening

LRHA will deny assistance related to criminal background screening as a result of one of the following.

- Any member of the household has been evicted from federally assisted housing in the last three (3) years for drug-related criminal activity.
- Any household member has been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is currently engaged (any use during the previous six (6) months in use of illegal drugs.
- LRHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following when considering denial of assistance related to criminal background screening:

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.
- LRHA will admit a family if any member of the household has been evicted from federally assisted housing in the last three (3) years for drug-related criminal activity, if LRHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by LRHA, or the person who committed the crime is no longer living in the household.

Non-Mandatory Denial – Criminal Background Screening

Where criminal background screening reveals criminal history, and denial is not mandatory, prior to making a final determination on denial of assistance, LRHA may consider the following mitigating factors.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following factors when considering non-mandatory denial of assistance related to criminal background screening:

- If the applicant is an active tenant or graduate in good standing in a LRHA approved city, state or federal re-entry program for ex-offenders and is meeting or has met and continues to meet the good standing requirements set forth in the re-entry program.
- The seriousness of the case, especially with respect to how it would affect other tenants.
- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
- The level of violence, if any, of the offense for which the applicant was convicted.

- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling or rehabilitation service programs.
- Evidence of work history or history of community volunteer work.
- Satisfactory completion of probation.
- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

5.12.4 Sex Offender Screening

LRHA will perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in Virginia, as well as in any other state where a household member is known to have resided. LRHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

Mandatory Denial

LRHA will deny admission to a family if a member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following when considering mandatory denial of assistance related to criminal background sex offender screening:

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

5.12.5 Screening Based on Past or Current Behavior

Arrest records alone will not be used to make a determination of suitability. In addition to the criminal background check, LRHA may also use the following as evidence of patterns of current and past unsuitable behavior:

- Police reports detailing the circumstances of the arrest;
- Witness statements;
- Criminal background checks for drug-related or violent criminal activity of household members within the past three years;
- Any record of evictions for suspected drug-related or violent criminal activity of household members within the past three years; and/or
- Other relevant documentation to assist LRHA in making a determination that disqualifying conduct occurred.

Mandatory Denial – Past or Current Behavior

LRHA will deny assistance to a family when:

- LRHA determines any household member is currently engaged in the use of illegal drugs.

- LRHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- LRHA determines that it has reasonable cause to believe that a Family member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the Premises by other tenants.
- If any member of the family has been evicted from housing assisted under the program for serious violation of the lease.
- If any member of the family has engaged in or threatened violent or abusive behavior toward PHA personnel.
 - *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following when considering denial of assistance related to screening for past or current behavior:

- The seriousness of the case, especially with respect to how it would affect other tenants.
- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.
- Evidence of work history or history of community volunteer work
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. LRHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of the household member having been rehabilitated successfully.
- The circumstances that led to eviction no longer exist, i.e. the criminal household member has died or is imprisoned.
- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

Non-Mandatory Denial – Past or Current Behavior

LRHA may deny assistance if:

- LRHA has ever terminated assistance under the program for any member of the family.
- Any member of the family has committed fraud or bribery or other corrupt or criminal act in connection with any federal housing program.
- LRHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission, drug related criminal activity, violent criminal activity or criminal activity which threatens or has threatened the health safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity (that is within a three-block radius of the premises).
- LRHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before admission, criminal activity which threatens or has threatened the health or safety of the owner, property management staff or LRHA staff. *Abusive or violent behavior* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Mitigating Factors

Manager/Director review and approval is required when admission is based on mitigating factors. LRHA may consider the following factors when considering non-mandatory denial of assistance related to screening on past and current behavior:

- The seriousness of the case, especially with respect to how it would affect other tenants.
- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure.
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
- Evidence of work history or history of community volunteer work.
- Evidence of the family's participation in or willingness to participate in social service or other appropriate counseling service programs.
- The circumstances that led to eviction no longer exist, i.e. the criminal household member has died or is imprisoned.
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. LRHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of the household member having been rehabilitated successfully

- Removal of the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

5.13 Reasonable Accommodation

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, LRHA may determine whether the behavior is related to the disability. If so, upon the family's request, LRHA will determine whether alternative measures are appropriate as a reasonable accommodation. LRHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

5.14 Notice of Eligibility

If LRHA determines that the family is eligible to receive assistance, LRHA will notify the family of the eligibility determination and next steps in the unit offer process.

5.15 Denial of Assistance

If LRHA determines that the family is ineligible, LRHA will notify the family in writing in a timely manner of the determination. The notice will specify:

- The reasons for ineligibility,
- The family's right to an informal hearing,
- The process for obtaining the informal hearing,
- Notification of applicant protections against denial, confidentiality requirements and request for documentation as provided by VAWA.

5.15.1 Criteria for Deciding to Deny Admission

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

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

5.15.2 Denial Based on Criminal Record or Sex Offender Registration

If based on a criminal record or lifetime registration information, an applicant family appears to be ineligible, LRHA will notify the family in writing of the proposed denial and provide access to the record to the head of household (applicant) and to the subject of the record. The family will be given seven (7) business days to dispute the accuracy and relevance of the information.

If the family does not contact LRHA to dispute the information within seven (7) business days, LRHA will proceed with the denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Chapter 6: Occupancy Standards and Unit Offers

6.1 Overview

Occupancy standards are established by LRHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Occupancy standards describe the methodology and factors LRHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. Also described are circumstances under which an exception to the occupancy standards may be approved.

6.2 Minimum and Maximum Persons in a Unit

This table below provides general occupancy standard guidelines. This table must be used in conjunction with the narrative policies included in the Occupancy Guidelines portion of the ACOP.

Bedroom Size	Minimum Persons/Unit	Maximum Persons/Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

6.3 Determining Family Unit Size

The following principles govern the size of the unit for which a family will qualify. LRHA will assign the appropriate bedroom size to the family based on LRHA occupancy standards when necessary to avoid problems that arise when applicant choices indicated on pre-applications and updates are not in keeping with the guidelines.

LRHA will apply occupancy standards consistent with the stated gender provided by the tenant. LRHA may make exceptions to this occupancy standard policy where cases of gender identity and other household members are concerned. Exceptions will be made on a case-by-case basis.

LRHA will generally assign one bedroom for each two persons within the household. However, LRHA will also consider the following circumstances in determining the appropriate unit size.

- Adults of the opposite sex (other than spouses/partners) will not be required to share a bedroom.
- Adults of the same sex (other than spouses/partners) will not be required to share a bedroom.
- Two children of the same sex, who are less than five years apart, share a bedroom.
- Children of the opposite sex do not have to share a bedroom, but may share a bedroom at the family's request.

- Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.
- Single person families will be allocated one bedroom.
- Unless a live-in aide resides with the family, the family unit size for any family consisting of a single person must be a one-bedroom unit (see also [Exceptions to the Occupancy Standards](#)).
- A family that consists of a pregnant woman (with no other persons) will be treated as a two-person family; however, the family will be provided with a one-bedroom unit.
- Children related to a household member by birth, adoption, or court-awarded custody will be considered when determining unit size.
- Foster children will be considered when determining unit size. The family may add foster children to the household as long as it does not overcrowd the unit based on LRHA's occupancy standards.
- Space may be provided for a family member who is away at school but who lives with the family during school recesses. See policy on [Absent Students](#).
- Children temporarily placed outside the home will be considered when determining the unit size.
- Children who reside in the unit less than 50 percent of the time will not be considered when determining the unit size.
- At the discretion of LRHA, a household member may be assigned a separate bedroom if required for a verified reasonable accommodation.

6.4 Exceptions to the Occupancy Standards

LRHA will grant exceptions to occupancy guidelines in response to the family's request and when LRHA determines the exceptions are justified by the relationships, age, sex, health or disability of family members, or other individual circumstances. LRHA will not grant an exception that is in violation of local housing or occupancy codes, regulations or laws. LRHA may require the head of household's signature acknowledging and agreeing with the approved occupancy standard exceptions.

Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.

To prevent vacancies, LRHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

6.4.1 Processing of Exceptions

All requests for exceptions to the occupancy guidelines must be submitted in writing.

In the case of a request for exception as a reasonable accommodation, LRHA will ask the family to make the request in writing using a reasonable accommodation request form. However, LRHA

will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger unit size must explain the need or justification for the larger sized unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related request for accommodation is readily apparent or otherwise known. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

LRHA will notify the family of its determination in a timely manner. If a family's request is denied, the notice will inform the family of their right to request an informal hearing.

6.5 Temporarily and Permanently Absent Family Members

An individual who is or is expected to be absent from the unit for up to 180 consecutive days is considered temporarily absent and continues to be considered a family member. See policies on [Absence from the Unit](#) in the chapter on Continued Occupancy.

LRHA will require that temporarily absent family members complete and submit required reexamination documents on a timely basis. An individual who is or is expected to be absent from the unit for more than 180 consecutive days is considered permanently absent and is no longer a family member. Exceptions to this policy are reviewed on a case-by-case basis. LRHA will require documentation to support the length of the period the family member will be absent from the unit.

If an individual who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

6.5.1 Absent Students

When family member attends school away from home, the person will continue to be considered a family member unless information becomes available to LRHA indicating that the student has established and/or is part of a separate household or the family declares that the student has established a separate household.

6.5.2 Absences Due to Placement in Foster Care

Children temporarily (less than 90 consecutive days) absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, LRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member for occupancy standards.

6.5.3 Absent Adults Due to Military Service

An adult family member absent from the apartment for more than 180 consecutive days due active military service will continue to be considered a family member provided that their income is included in the calculation of household income and there is an expected date of return that is within a year of their departure.

6.5.4 Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

LRHA will request verification from a responsible medical professional. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

6.5.5 Return of Permanently Absent Family Members

The family must request LRHA approval for the return of any adult family members that LRHA previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this ACOP.

6.6 Unit Offers

LRHA will assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination. LRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection. Generally, if a family rejects a unit assignment, their application will be withdrawn from the waiting list.

6.6.1 Order of Unit Offers – Non-Accessible Units

LRHA will make up to two unit offers to an applicant. If an applicant refuses two unit offers without good cause (see [Good Cause for Unit Refusal](#)), the applicant will be withdrawn from the public housing waiting list.

When an applicant is offered an available unit, they will retain their position on the waiting list until a determination is made on the unit offered. They will not be offered other available units until a determination has been made on the first unit offer. For example, an applicant is offered a unit at one development and is in the process of viewing the apartment. During this time another unit becomes available at another development and the same applicant's name is at the top of the waiting list. LRHA will not contact the applicant for the second unit until a determination is made on the first unit.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

An applicant must accept a unit within three business days from the date the unit offer is communicated. Offers made by telephone will be confirmed by letter.

Unit offers will be made to residents on the transfer waiting list and applicants on the waiting list (new admissions) according to LRHA determined ratios. For priority order for transfers, see the [Transfer Policy](#) chapter.

6.6.2 Good Cause for Unit Refusal

Applicants may refuse to accept a unit offer for *good cause*. There are two types of good cause:

- Situations in which an applicant is willing to move but is unable to do so at the time of the unit offer (e.g. the applicant is in the hospital or is serving on a sequestered jury);
- Situations in which the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to LRHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to LRHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.

In the case of a unit refusal for good cause, the applicant will not be removed from the waiting list. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse. LRHA will require documentation of good cause for unit refusals.

6.6.3 Unit Refusal Without Good Cause

When an applicant rejects the final unit offer without good cause, LRHA will remove the applicant's name from the public housing waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see [Informal Hearings for Applicants](#)). The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until LRHA opens the waiting list.

6.7 Accessible Units

When an accessible unit becomes vacant, before offering such units to an applicant not having a disability requiring the accessibility features of the unit, LRHA will offer such units to the following applicants:

1. First, to a current resident of another unit of the same development, or other LRHA public housing development who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features; or if no such occupant exists, then
2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, LRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features

of the unit and there is another unit available for the non-disabled family. This requirement will be a provision of the lease agreement.

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, LRHA will offer the unit to a non-disabled applicant.

Chapter 7: Income and Adjusted Income

7.1 Overview

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. LRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under this policy. Once annual income has been established, LRHA will subtract from annual income deductions for which a family qualifies in order to determine adjusted income.

7.2 Annual Income

Upon implementation of HOTMA, and subject to applicable HUD guidance, annual income includes:

- All amounts, not specifically excluded (as listed in [Annual Income Exclusions](#));
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household, co-head or spouse of the head of household;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Upon implementation of HOTMA, imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (or the amount annually adjusted by HUD) and the actual returns from a given asset cannot be calculated (see [Determining Income from Assets](#)).

Generally, all income is included unless it is specifically excluded by regulation. However, while annual income includes *all amounts received*, that does not include the amount a family may be legally entitled to, but did not receive (such as the amount court-ordered child support that is not received by the family). Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from the net family assets. Further, annual income includes income from all family members, even if the family member is temporarily absent from the unit (see [Income of Temporarily Absent Family Members](#)).

7.3 Annual Income Exclusions

Income received by all family members must be included unless specifically excluded by the regulations. The head of household is responsible to report changes in family composition in accordance with HUD regulations and LRHA policies. Some requirements concerning excluded income depend on the household member. The chart below summarizes how household composition affects income determinations.

Household Member Type	Income Excluded
Head, spouse, co-head and adult family members	All sources of income specifically excluded by the regulations
Minor family members	Earned income of children under the age of 18

Household Member Type	Income Excluded
Full-time students 18 years of age or older (who are not the head, co-head, or spouse)	Earned income in excess of the dependent deduction
Live-in aides	Income from all sources (earned and unearned)
Foster child/foster adult	Income from all sources (earned and unearned)

Annual income does not include the following:

1. Certain income from assets; see [General Calculation of Asset Income – HOTMA](#).
2. The following types of trust distributions:
 - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
 - i. Distributions of the principal or corpus of the trust; and
 - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children (including foster children) under the age of 18 years;
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments;
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;
8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively;
9. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income including Bureau of Indian Affairs/Education student assistance programs (see also [Student Financial Assistance](#));
 - a. If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under item 10 below, none of the assistance described below is excluded as income.

- b. If the amount of this excluded assistance is less than the amount of actual covered costs described under item 10 below, staff will exclude the lower of:
 - i. The total amount of student financial assistance received under item 10, or
 - ii. The amount by which the actual covered costs (as described below) exceed the assistance excluded under item 9.
- 10. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse. (See also [Student Financial Assistance](#).)
 - a. *Student financial assistance* means a grant or scholarship received from:
 - i. The federal government;
 - ii. A state, tribal, or local government;
 - iii. A private foundation registered as a nonprofit;
 - iv. A business entity; or
 - v. An institution of higher education.
 - b. *Student financial assistance* does not include:
 - i. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);
 - ii. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded);
 - iii. Gifts, including gifts from family or friends; or
 - iv. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
 - c. Student financial assistance must be:
 - i. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

- ii. Expressly to assist a student with the costs of higher education; or
 - iii. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
 - d. Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.
 - e. The student financial assistance exclusion applies to both part-time and full-time students.
11. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, *baby bond* accounts created, authorized, or funded by Federal, State, or local government.
12. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (see [Military Pay](#));
13. Certain amounts received that are related to participation in the following programs:
- a. Amounts received under HUD-funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers 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 client 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. Amounts received under a client services stipend (not to exceed \$200/month). A client service stipend is a modest amount received by a resident for performing a service for LRHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination; or
 - e. Incremental earnings and/or benefits to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
14. 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;

15. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the [Dependent Deduction](#) section of this ACOP;
16. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the [Dependent Deduction](#) section of this ACOP;
17. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (see also [Lump-Sum Payments for the Delayed Start of a Periodic Payment](#));
18. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit;
21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;
23. 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. The most recent list of exclusions was published in the *Federal Register* on January 31, 2024. It includes:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)); this exclusion also applies to assets;
 - (b) Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 42 U.S.C 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12651c

- determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)). This exclusion also applies to assets;
- (c) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)); this exclusion also applies to assets;
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506); this exclusion also applies to assets;
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1));
 - (f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6); this exclusion also applies to assets;
 - (g) The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408); this exclusion also applies to assets;
 - (h) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20. U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
 - (i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
 - (j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement *in In Re Agent Orange Product Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.); this exclusion also applies to assets;
 - (k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 section 9(c)); this exclusion also applies to assets;
 - (l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- (m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)); this exclusion also applies to assets;
- (n) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 section 2); this exclusion also applies to assets;
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- (q) Any allowance paid to children of Vietnam veterans born with spinal bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spinal bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c));
- (r) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)); this exclusion also applies to assets;
- (s) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2));
- (t) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets;
- (u) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)); this exclusion also applies to assets;
- (v) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in monthly prospective amounts (42 U.S.C. 1437a(b)(4));
- (w) Any amounts:
 - i. not actually received by the family,
 - ii. that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and
 - iii. received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269 section 2) to the definition of income

applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.);

- (x) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 section 101(f)(2)); this exclusion also applies to assets;
 - (y) Any amounts in an *individual development account* are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, as amended (42 U.S.C 604(h)(4));
 - (z) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in Notice PIH 2013–1 and 2013–55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407);
 - (aa) Federal assistance for a major disaster and emergency received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)); this exclusion also applies to assets;
 - (bb) Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and
 - (cc) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.
24. Replacement housing gap payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing *gap* payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing gap payments;
25. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day

laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

- a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
26. Civil rights settlements or judgments, including settlements or judgments for back pay;
27. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;
28. Income earned on amounts placed in a family's Family Self Sufficiency Account;
29. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member (see **Self-Employment Income**):
- a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
 - b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

7.4 Calculating Annual Income

7.4.1 Prospective Income

At admission and for **Interim Reexaminations**—as well as for annual recertifications, prior to implementation of HOTMA—LRHA will use anticipated annual income (current income) for the upcoming 12-month period following the family's admission or recertification effective date.

When LRHA cannot readily anticipate income based upon current circumstances, LRHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. A clear rationale for this determination will be documented in the file. However, the family may provide verification documenting why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If LRHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases, LRHA will calculate annual income using current circumstances and then, should the change in income require LRHA to conduct an interim reexamination, conduct an interim reexamination in accordance with LRHA policy.

7.4.2 Income at Regular Recertifications: Retrospective Income

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Upon implementation of HOTMA, at each regular recertification, LRHA will determine the family's income for the previous 12-month period and use this amount as the family income; however, adjustments to reflect current income must be made. Except when using streamlined or safe harbor income determinations, any change of income since the family's last regular reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with LRHA policies and HUD regulations, will be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rent.

7.5 Determining Certain Types of Income

7.5.1 Wages and Related Compensation

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies.

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Seasonal and Day Laborer Income

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

To determine annual income for individuals who have seasonal or day labor income at admission and regular recertification, LRHA will use past actual income received or earned within the last 12 months of the determination date. Therefore, interim reexaminations will not be completed when circumstances change for family members with a pattern of seasonal income that is expected to continue.

Earned Income of Full-Time Students

Earned income in excess of the dependent deduction from verified full-time students (see [Student Status Verification](#)) who are not the head, co-head or spouse is excluded.

Earned Income of Minors, Live-in Aides, and Foster Children/Adults

Earned income from minors, live-in aides, foster children, and foster adults is excluded from income. See [Annual Income Exclusions](#).

Military Pay

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

7.5.2 Self-Employment Income

Annual income includes net income from the operation of a business or profession.

- *Net income* is gross income minus business expenses that allows the business to operate.
- *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Net income does not include:

- Expenditures for business expansion;
 - *Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations;
- Amortization of capital indebtedness;
 - *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means LRHA will allow as a business expense interest, but not principal, paid on capital indebtedness; or
- Depreciation of assets on an accelerated basis (depreciation of assets based on straight line depreciation is allowable).

However, any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. Acceptable investments in a business include cash loans and contribution of assets or equipment. Investments do not include the value of labor contributed to the business without compensation.

If a family reports gross income from a business or self-employment income and does not claim and/or verify any expenses, the gross income will be considered the net income.

Negative Business Income

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

Co-Owned Businesses

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

Assets Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business' assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant).

Note, however, that for determining whether the family has a present ownership interest in disqualifying real property, whether the family owns the real property through an LLC or in their own name is not decisive. If the family has a present ownership interest in real property and has a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest will be disqualifying at admissions per [Asset Restrictions](#) upon implementation of HOTMA. There may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. Receipt of rental income itself is not a relevant deciding factor for asset limitation compliance, however.

Independent Contractors

Income received as an independent contractor is included in annual income as self-employment income, even if the source, date, or amount of the income varies. See [Independent contractor](#) in the Glossary of this ACOP.

7.5.3 Periodic Payments

Periodic payments are forms of income received on a regular basis. These will be included unless excluded under [Annual Income Exclusions](#).

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. See [Annual Income Exclusions](#).

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

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

LRHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which LRHA is processing a regular recertification, LRHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time LRHA is processing a regular recertification, then LRHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, LRHA will conduct an interim in accordance with policies in this ACOP. If not, LRHA will consider the amount when processing the family's next annual recertification.

Retirement Income

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets. However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security and SSI

LRHA is required to use the gross benefit amount to calculate annual income from Social Security benefits, including Supplemental Security Income (SSI).

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. Effective the day after the SSA has announced the COLA, LRHA is required to factor in the COLA when determining Social Security and SSI annual income for regular and interim recertifications of family income that have not yet been completed and will be effective January 1 or later of the upcoming year. The federal COLA does not apply to state-paid disability benefits.

When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, LRHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

However, when the SSA overpays an individual, resulting in withholding or deduction from their benefit amount until the overpayment is paid in full, LRHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Child Support and Alimony

LRHA will include as annual income only those child support and/or alimony payments that are actually received by the family. If no payments have been made in the last 180 days, LRHA will not include child support and/or alimony in annual income. Otherwise:

- At admission or interim recertification, LRHA will include averaged and annualized payments (excluding lump sum payments) received over the last six full months, unless the family can verify that they expect to receive a different amount going forward.

- At regular recertification, LRHA will calculate child support and/or alimony payments according to [Income at Regular Recertifications](#).

Public Assistance

Public (or welfare) assistance—including Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments—is included as annual income.

When a welfare agency imposes a sanction that reduces a resident family's TANF income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, LRHA must include in annual income the *imputed* welfare income; however, this requirement does not apply to applicant households (i.e., if the individual receiving the TANF was not an assisted resident at the time of the sanction, the welfare income cannot be imputed). LRHA must request from the welfare agency verification of the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction. This requirement does **not** apply to reductions in welfare benefits:

1. At the expiration of the lifetime or other time limit on the payment of welfare benefits,
2. If a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or
3. Because a family member has not complied with other welfare agency requirements.

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

Trusts

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

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

See additional information under [trust distributions](#) (in the section on [Annual Income Exclusions](#)) and [Trusts as Assets](#) in this chapter.

Nonrecurring Income

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. See [Nonrecurring income](#) in the [Annual Income Exclusions](#) section of this chapter.

Income received as an independent contractor, day laborer, or seasonal worker is **not** excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming regular recertification period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

7.5.4 Student Financial Assistance

LRHA will include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) will be excluded from the family's annual income, as will any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institution of higher education not otherwise excluded by the federally mandated income exclusions.

For a student who is not the head of household or spouse/co-head, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by LRHA.

LRHA will verify tuition and fees according to its verification policies. See [Verification of Student Financial Assistance and Fees](#). See [Annual Income Exclusions](#) for the portion of student financial assistance that is excluded.

LRHA will calculate student financial assistance as follows:

1. If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, LRHA will exclude the full amount of the assistance received under Title IV from the family's annual income. LRHA will not calculate actual covered costs in this case.
2. If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, LRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). LRHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. LRHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.
3. When a student receives assistance from both Title IV of the HEA and from other sources, LRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.
 - a. If the amount of assistance excluded under Title IV of the HEA **equals or exceeds** the actual covered costs, none of the assistance included under other student financial assistance would be excluded from income.

- b. If the amount of assistance excluded under Title IV of the HEA is **less than** the actual covered costs, LRHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

7.5.5 Income of Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. See policies on [Temporarily and Permanently Absent Family Members](#) for definition of *temporarily absent*.

7.5.6 Earned Income Disallowance

HUD is discontinuing the Earned Income Disregard (EID). As a result, no new individuals may qualify for the EID after December 31, 2023. Any individual who has an EID as of December 31, 2023 may continue to use the EID—as described in this section—until it expires as of January 1, 2026. No family will still be receiving the EID after December 31, 2025.

Initial 12-Month Exclusion

During the 12-month period beginning on the date a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, LRHA will exclude from annual income any increase in income of the qualifying family member as a result of employment over prior income of that family member.

Second 12-Month Exclusion

During the second 12-month exclusion period, LRHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings of the qualified family member.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and HCV assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

7.6 Rounding of Income and Deductions

Generally LRHA will round to the nearest whole dollar at the annual calculation for each income/deduction source.

LRHA will round as follows for the following income and deductions:

- **Social Security (SS) income:** When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, LRHA will calculate annual income by using the full monthly (not rounded down) benefit before any deductions and round at the final annual calculation. The benefit letter is only to be used when EIV is not available or the tenant disputes EIV.
- **Supplemental Security Income (SSI):** The benefit for SSI should be calculated by annualizing the total monthly portion. The resulting annual total should be rounded to the nearest whole dollar.
- **Applying the COLA to SS and SSI:** When the EIV report does not yet contain the benefit for the upcoming year and where LRHA is required to apply the COLA for the upcoming

year, LRHA will apply the COLA to the currently monthly benefit and will use the full monthly benefit to calculate income. For example, if the current SS benefit is \$560/month and the COLA is 1.7%, LRHA would increase the monthly benefit of \$560/month benefit by 1.7% to \$569.52 and would then multiply \$569.52 times 12 to get the annual income. The rounding would occur at the annual calculation of \$6,834.

7.7 Determining Income from Assets

Briefly, net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

However, see the following for additional information:

- The full definition of **Net family assets** in the **Glossary** of this ACOP;
- The section on **Exclusions from Assets** for what is **not** considered an asset; and
- The section on **Asset Restrictions**, under which a household may be disqualified from admission.

7.7.1 Necessary and Non-Necessary Property

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

Personal property includes tangible items, like boats, as well as intangible items, like bank accounts. Personal property may be necessary or non-necessary, which determines whether they are considered to be assets.

- *Necessary personal property* are items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. This may include:
 - Personal effects (such as items that are ordinarily worn or utilized by the individual),
 - Items that are convenient or useful to a reasonable existence (such as a car used for commuting),
 - Items that support and facilitate daily life within the family's home.
 - Items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability.

The value of necessary items of personal property is **excluded** from the calculation of net family assets.

- Items of personal property that do not qualify as necessary personal property are classified as *non-necessary personal property*, such as bank accounts, other financial investments, or luxury items. These items are considered assets for HUD purposes.
 - The combined value of all non-necessary items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually).
 - When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

7.7.2 General Calculation of Asset Income – Current

When net family assets are **\$5,000 or less**, LRHA will include in annual income the actual income anticipated to be derived from the assets.

When the family has net family assets are **in excess of \$5,000**, LRHA will include in annual income the greater of:

- The actual income derived from the assets, or
- The imputed income.

Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by HUD.

7.7.3 General Calculation of Asset Income – HOTMA

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets.

Actual Income from Assets

Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

LRHA may not calculate or include any imputed income from assets when net family assets total \$50,000 or less.

Imputed Income from Assets

If actual returns cannot be calculated, LRHA must calculate imputed returns using the HUD-determined passbook rate. If LRHA can compute actual income from some but not all assets, LRHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated.

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated, then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

7.7.4 Treatment of Specific Assets

Bank Accounts

HUD considers bank accounts—checking, savings, credit union accounts—as non-necessary items of personal property to be included as assets. LRHA will use the current balance of each account in determining its net value.

Investment Accounts

HUD considers financial investments such as stocks, bonds, saving certificates, and money market funds non-necessary items of personal property to be included as assets. LRHA will include interest or dividends earned by investment accounts as actual income from assets even when the earnings are reinvested. In determining the market value of an investment account, LRHA will use the value of the account on the most recent investment report. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

Lump-Sum Additions to Family Assets

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. LRHA will use the policy's current surrender value as the net value of the asset.

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

Tax Refunds

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of the account in which the federal tax refund or refundable tax credits were deposited. When the subtraction results in a negative number, then the balance of the asset is considered \$0.

If the tax refund or refundable tax credit is deposited into another excluded asset, such as a retirement account or a Coverdell Education Savings Account, then the deposit will have no effect

on the balance of the asset (i.e., there is no need for LRHA to subtract the amount of the deposit from the value of the excluded asset).

Trusts as Assets

There are two types of **Trusts**, *revocable* and *irrevocable*.

Irrevocable trusts—which include special needs trusts—are not under the control of any member of the family or household are not included as assets. LRHA will also not include as income and amounts earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

- Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in family assets. In this case, LRHA will:
 - Exclude as income any distributions from the trust to the family;
 - Include income from the assets per HUD requirements.
- Revocable trusts that are **not** under the control of the family are excluded from family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. For the revocable trust to be considered excluded from family assets, no family or household member may be the account's trustee.

ABLE Accounts

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

LRHA will exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

Luxury Items and Other Non-Necessary Personal Property

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

In determining the value of non-necessary personal property where the net value cannot be readily quantified (such as through a financial statement), LRHA will use the family's estimate of the value. LRHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

7.7.5 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the LRHA will count the full value of the asset unless:

1. The asset is otherwise excluded;
2. The family can demonstrate that the asset is inaccessible to them, or
3. The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

1. The income is specifically excluded;
2. The family demonstrates that they do not have access to the income from that asset; or
3. The family only has access to a portion of the income from that asset.

See also [Co-Owned Businesses](#) and [Assets Owned by a Business Entity](#) in this chapter.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

7.7.6 Assets Disposed of for Less than Fair Market Value

LRHA will include the value of any business or family assets disposed of by a family for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or recertification, as applicable, in excess of the consideration received for the asset. However, LRHA will not include the value of assets disposed of for less than fair market value:

- Unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000;
- If they are disposed of as part of a separation or divorce settlement and the family receives important consideration not measurable in dollar terms; and/or
- When the disposition is the result of a foreclosure or bankruptcy sale.
 - Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

See also [Assets Owned by a Business Entity](#) in this chapter.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

7.7.7 Exclusions from Assets

The following are excluded from the calculation of net family assets:

1. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
2. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986,
3. The value of any qualified tuition program under section 529 of such Code,
4. The value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code,
5. Interests in Indian trust land;
6. Equity in a manufactured home where the family receives assistance under 24 CFR 982;
7. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
8. Family Self-Sufficiency Accounts;
9. The full amount of assets held in an irrevocable trust; and
10. The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household.

Note: the following bullets are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Upon implementation of HOTMA:

11. The value of necessary items of personal property;
12. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
13. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
14. The value of any *baby bond* account created, authorized, or funded by Federal, State, or local government.
15. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; and
16. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

7.8 Adjusted Income

Adjusted income is calculated by subtracting allowable deductions and allowances from annual income.

7.8.1 Dependent Deduction

An allowance is deducted from annual income for each dependent, which is defined as any family member other than the head, spouse, or co-head who is:

- Under the age of 18,
- 18 or older and is a person with disabilities, or
- 18 or older and a full-time student.

Foster children, foster adults, and live-in aides are never considered dependents.

The amount of the deduction is currently \$480. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be adjusted annually by HUD, rounded to the next lowest multiple of \$25.

7.8.2 Elderly or Disabled Family Deduction

A single deduction is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older. A disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

The amount of the deduction is currently \$400. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to \$525 and will be adjusted annually by HUD, rounded to the next lowest multiple of \$25.

7.8.3 Health and Medical Care Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed the HUD-established percent of annual income threshold.

The threshold is currently set at 3 percent of annual income. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to 10 percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Medical expenses include unreimbursed expenses for:

- Any costs incurred in the diagnosis, cure, mitigation, treatment or prevention of disease;
- Payment for treatments affecting any structure or function of the body; and
- Medical insurance and long-term care premiums that are paid or are anticipated to be paid for the applicable period.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD does not permit LRHA to specifically align their policies with IRS Publication 502 for determining which expenses are

included in HUD's mandatory deduction for health and medical care expenses. LRHA must review each expense to determine whether it is eligible in accordance with HUD's definition of *health and medical care expenses*.

To be considered by LRHA for the purpose of determining a deduction from income, the expenses claimed must be unreimbursed and verified as allowable and for the benefit of a family member.

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

See [Health and Medical Care Expense and/or Disability Assistance Expense Hardship](#) in the Rent chapter for information about hardship exemptions.

7.8.4 Disability Assistance Expenses Deduction

Reasonable, unreimbursed expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed the HUD-established percent of annual income threshold; and
- Do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disability) is enabled to work.

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

The family must identify the family member enabled to work as a result of the disability assistance expenses. In evaluating the family's request, LRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When LRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Eligible Auxiliary Apparatus

Auxiliary apparatus items to allow an adult family member to work may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type, or special equipment to assist a person who is deaf or hard of hearing.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities. Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, LRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Disability Expense Payments to Family Members

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

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable an adult family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

See [Health and Medical Care Expense and/or Disability Assistance Expense Hardship](#) in the Rent chapter for information about hardship exemptions.

7.8.5 Child Care Expense Deduction

A family may receive a deduction of amounts to be paid by the family for the care of children in the household (including foster 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 or to further his/her education, which may include looking for work.

Amounts deducted must be unreimbursed expenses. The deduction will include the total unreimbursed childcare expense; however, the amount deducted may not exceed:

- The amount of income earned by the family member released to work; or
- An amount determined to be reasonable by LRHA when the expense is incurred to permit education.

Eligible and Ineligible Child Care Expenses

The type of care to be provided is determined by the assisted family. Allowable expenses may also include those incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) and/or payments for child care to relatives who do not live in the unit. LRHA will not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care.

Child care expenses do **not** include:

- Child support payments made to another on behalf of a minor who is not living in an assisted family's household;
- For school-age children, costs attributable to public or private school activities during standard school hours;
- The costs of general housekeeping and personal services; and/or
- Expenses paid to a family member who lives in the family's unit.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, LRHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time, and for those furthering their education include reasonable study time.

See [Child Care Expense Hardship](#) in the Rent chapter for information about hardship exemptions related to child care.

Chapter 8: Rent

8.1 Overview

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by LRHA.

8.2 Total Tenant Payment

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly gross income; or
- The minimum rent of \$50.

LRHA has authority to suspend and exempt families from minimum rent when a financial hardship exists (see [Minimum Rent Hardship Exemption](#)). For mixed families (households with ineligible household members) see [Prorated Rent for Mixed Families](#).

8.3 Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, LRHA may pay the amount of such excess to either to the family or directly to the applicable utility provider and may change whether the payment is made to the family or to the utility provider at LRHA's discretion.

8.4 Minimum Rent

LRHA has established a minimum rent of \$50 per month.

8.5 Minimum Rent Hardship Exemption

LRHA will grant an exemption from the minimum rent if a household can document that they are unable to pay the minimum rent because of a long term hardship (over 90 days). **The minimum rent financial hardship exemption applies only to families required to pay the minimum rent.** If a household's TTP is higher than the minimum rent, the household is not eligible for a minimum rent hardship exemption.

Situations under which households would qualify for the hardship exemption from minimum rent are limited to the following:

- The household has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;
- The household would be evicted as result of the imposition of the minimum rent requirements;
 - For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- The income of the household has decreased because of changed circumstances, including loss of employment; or
- A death in the household has occurred. In order to qualify under this provision, a household must describe how the death has created a financial hardship (i.e., because of funeral-related expenses or the loss of the household member's income).

Requests for an exemption from the minimum rent must be submitted in writing to LRHA. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. This written request must be accompanied by the following:

- A complete listing of all household members' current income and their sources.
- A completed Affidavit of Zero Income form listing all the household members' current financial obligations and routine expenditures.

LRHA will make the determination of hardship timely.

8.5.1 Determination of Hardship

When a family requests a financial hardship exemption, LRHA will suspend the minimum rent requirement beginning the first of the month following the family's request. LRHA will determine whether the financial hardship exists and whether the hardship is temporary (expected to last 90 days or less) or long-term.

LRHA defines *temporary hardship* as a hardship expected to last 90 days or less. *Long-term hardship* is defined as a hardship expected to last more than 90 days.

LRHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

8.5.2 No Financial Hardship

If LRHA determines there is no financial hardship, LRHA will reinstate the minimum rent and require the family to repay the amounts suspended.

LRHA will require the family to repay the suspended amount within 30 calendar days of LRHA's notice that a hardship exemption has not been granted.

8.5.3 Temporary Hardship

If LRHA determines that a qualifying financial hardship is temporary, it will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The family must resume payment of the minimum rent and must repay LRHA the amounts suspended. LRHA may enter into a repayment agreement in accordance with the procedures found in the section on [Repayment Agreements](#). LRHA may determine that circumstances have changed and that the hardship is a long-term hardship.

8.5.4 Long-Term Hardship

If LRHA determines that the financial hardship is long-term, LRHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

At each annual reexamination, the family's eligibility for financial hardship exemption will be reviewed.

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

8.6 Health and Medical Care Expense and/or Disability Assistance Expense Hardship

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Families may request hardships related to health and medical care expenses and/or disability assistance expenses.

There are two categories of hardship for this:

1. **Category 1** is for households receiving a medical expense deduction upon implementation of HOTMA and subject to applicable HUD guidance.
 - a. Hardships for this category will be applied automatically to each household receiving a medical and/or disability expense deduction as of the most recent income review upon implementation of HOTMA and where that deduction exceeds 5 percent of the family's annual income. No request for the hardship is required.
 - b. For families that are eligible for this category, the following phased-in relief may be offered if the hardship is granted:
 - i. For the first year, a deduction of eligible expenses that exceed 5 percent of the family's annual income;
 - ii. For the second year, a deduction of the eligible expenses that exceed 7.5 percent of the family's annual income; and
 - iii. For the third year, a deduction of the eligible expenses that exceed 10 percent of the family's annual income, unless the family qualifies for a new exemption under the second hardship category.
 - c. The hardship will remain in place for two consecutive years unless the family receives a hardship exemption under Category 2 below. If the family receives a hardship under the second category, they may no longer receive relief under Category 1. Households may not receive a second hardship under Category 1.

- d. This is a transitional category that will phase out.
2. **Category 2** is for qualifying hardships that would not otherwise trigger a reexamination.
 - a. A family may qualify for the second category of hardship exemption for health and medical care expenses and/or disability assistance expenses at any time if they can demonstrate that the family's applicable health and medical care expenses or reasonable attendant care or auxiliary apparatus expenses increase or the family's financial hardship is a result of a change in circumstances (as defined by LRHA) that would not otherwise trigger an interim reexamination. This relief may be given to a family regardless of whether they received (or are currently receiving) relief under the first hardship category.
 - b. Category 2 hardship requests must be made by the participant in writing.

If approved for the hardship, under this category, the family will receive a deduction of eligible expenses that exceed 5 percent of the family's annual income until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. LRHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

8.7 Child Care Expense Hardship

When a family demonstrates to LRHA's satisfaction that they are unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed, seeking work, or furthering their education, LRHA will grant a hardship to allow the child care expense to continue for a limited time.

- A hardship due to an inability to pay rent as a result of the loss of child care deductions must be requested, in writing, by the household.
- For this purposes of this hardship, LRHA will define a family's inability to pay their rent where their total unreimbursed child care expenses is at least \$2,000/year and the family owes no balance to LRHA or the owner/landlord.
- Relief for an approved hardship exemption includes a continuation of the child care deduction for a period of up to 90 days. LRHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

8.8 Flat Rents

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. Change in family income, expenses, or composition do not affect the flat rent amount because it is outside the income-based formula.

At admission and each regular reexamination, LRHA will provide each family the choice to pay:

- Income based rent; or
- LRHA-established flat rent.

LRHA will provide sufficient information to families to make an informed choice, including the policy on changing from flat rent to income based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous

year, LRHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information. Policies related to reexamination of families paying flat rent are contained in the section on [Regular Reexaminations](#).

8.8.1 Establishing Flat Rents

For each public housing unit, LRHA will set the flat rent amount at no less than 80 percent of the applicable HUD Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utility costs.

8.8.2 Annual Update of Flat Rents

No later than 90 days after HUD publishes new annual FMRs, LRHA will implement new flat rents as necessary based on changes to the FMR or request an exception.

If the FMR falls from year to year, LRHA will not lower the flat rent to 80 percent of the current FMR.

8.8.3 Posting of Flat Rents

LRHA will publicly post the schedule of flat rents in LRHA's central office and in each of the development management offices.

8.8.4 Documentation of Flat Rents

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

8.8.5 Family Choice in Rents

LRHA will offer to a family of the choice between flat and income-based rent upon admission and upon each subsequent annual reexamination. LRHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

8.8.6 Changing From Flat Rent to Income-Based Rent Due to Hardship

A family can opt to change from flat rent to income-based rent if they are unable to pay the flat rent due to financial hardship. All hardship situations will be verified.

Upon determination by LRHA that a financial hardship exists, LRHA will allow a family to change from flat rent to income-based rent effective the first of the month following the family's approved request.

If a family changes from flat rent to an income-based rent due to a financial hardship, the family will not be offered the option to change back to flat rent until the next regular reexamination.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar; or

- Such other situations determined by LRHA as appropriate.

8.8.7 Flat Rent and Transfers

When a family has chosen to pay a flat rent and is being transferred to a unit that has a higher or lower flat rent amount, the family will be given a choice to select a rent option.

8.8.8 Flat Rents and Earned Income Disallowance (EID)

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent as long as the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

8.9 Prorated Rent for Mixed Families

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. LRHA will prorate the assistance provided to a mixed family. LRHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible.

Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

Chapter 9: Verification

9.1 Overview

LRHA verifies all information that is used to establish the family's eligibility and level of assistance. Applicants and residents must cooperate with the verification process as a condition of receiving assistance.

9.2 Family Consent to Release of Information

The family must supply any information that LRHA or HUD determines is necessary for the administration of the program and must consent to verification of that information by LRHA.

9.2.1 Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886-A)

Each adult family member and the head of household, spouse, or co-head, regardless of age, is required to sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice or comparable form authorized by HUD.

The purpose of form HUD-9886-A is to facilitate automated data collection and computer matching from specific sources and to provide the family's consent only for the specific purposes listed on the form.

On or after January 1, 2024, current program participants must sign and submit a new form HUD-9886-A at their next interim or regular reexamination. This form will only be signed once. Another form HUD-9886-A will not be submitted to LRHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or LRHA in administrative instructions.

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to LRHA to revoke consent.

LRHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit required consent forms which allow LRHA to obtain information that LRHA has determined is necessary in administration of the HCV program. Further, revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission.

See [Authorization for the Release of Information/Privacy Act Notice \(Form HUD-9886-A\)](#) in Chapter 5 for more information.

9.2.2 Other LRHA-Required Consent Forms

Additionally, families are required to sign other LRHA consent forms as needed to collect information relevant to the family's eligibility and level of assistance. LRHA will deny admission to the program or terminate assistance if any adult member of the applicant or participant family fails to sign and submit the consent forms which allow LRHA to obtain information that LRHA has determined necessary in the administration of the public housing program.

9.3 Use of Other Programs' Income Determinations

During a household's regular recertification, LRHA may opt (but is not required) to determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from certain means-tested federal public assistance programs.

LRHA will not accept other programs' determinations of income for any new admission or interim reexamination.

LRHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the LRHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

9.3.1 Acceptable *Safe Harbor* Income Determinations

LRHA may accept *Safe Harbor* income determinations from any of the following programs:

1. Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
2. Medicaid (42 U.S.C. 1396 et seq.);
3. Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
4. Earned Income Tax Credit (EITC) (26 U.S.C. 32);
5. Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
6. Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
7. Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
8. Other programs administered by the HUD Secretary;
9. Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
10. Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;
- State the family size;
- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and
- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If LRHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the LRHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, LRHA will use the most recent income determination, unless the family presents acceptable evidence that LRHA should consider an alternative verification from a different Safe Harbor source.

9.3.2 Requirements for Using *Safe Harbor* Income Determinations

Prior to using any Safe Harbor determination from another program, LRHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, LRHA will obtain third-party verification of all sources of income and assets (as applicable).

When LRHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to LRHA. Depending on when the change occurred, the change may or may not impact LRHA's calculation of the family's total annual income. Changes that occur between the time LRHA receives the Safe Harbor documentation and the effective date of the family's regular recertification will not be considered. If the family has a change in income that occurs after the regular recertification effective date, LRHA will conduct an interim reexamination if the change meets the requirements for performing an interim reexamination. In this case, LRHA will use third-party verification to verify the change.

9.4 Streamlined Income Determinations

LRHA may opt to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, LRHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or other inflationary adjustment factor. LRHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, LRHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

See [Streamlined Recertification for Family Members with Fixed Income Sources](#) in the Continued Occupancy and Reexaminations chapter.

9.5 Verification Hierarchy

When LRHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, LRHA must obtain third-party verification of:

- Reported family annual income;
- The value of net family assets when the net value exceeds \$5,000, or upon implementation of HOTMA, \$50,000 (as adjusted annually);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

LRHA will use the most reliable form of verification that is available. In order of priority, the forms of verification that LRHA will use are:

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Board Approved:

Level	Verification Technique	Ranking/Order of Acceptability	Additional Details
6	Upfront Income Verification (UIV), using HUD's Enterprise Income Verification (EIV) system	Highest	• LRHA must pull the EIV Income Report for each family at every regular reexamination. • EIV may be used as the sole verification of Social Security income and Medicare insurance premiums. • EIV income information may be used to calculate other types of annual income when family agrees. See Level 4 for more information.
5	Upfront Income Verification (UIV) using non-EIV system	Highest	• Examples: The Work Number or web-based state benefits systems, as available.
4	Written Third-Party Verification OR Upon implementation of HOTMA and subject to further guidance from HUD, EIV + Self-Certification	High	• Third-party verification may be obtained directly from the third party or through the family. • Upon implementation of HOTMA: ○ LRHA can choose either option (third-party verification or EIV with self-certification) when both are available to verify income. ○ LRHA must use written, third-party verification when the income type is not available in EIV. ○ Written, third-party verification is used when tenant disputes EIV-reported employment and income information. ○ The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information from EIV.
3	Written, Third-Party Verification Form	Medium	• LRHA will use Level 3 if Level 5 or Level 4 verification is not available and/or when the applicant or tenant is unable to provide acceptable documentation. • LRHA may substitute Level 2 for Level 3, only completing one of these two forms

Level	Verification Technique	Ranking/Order of Acceptability	Additional Details
			of verification before moving to self-certification.
2	Oral Third-Party Verification	Medium	• LRHA may substitute Level 2 for Level 3, only completing one of these two forms of verification before moving to self-certification.
1	Self-Certification	Low	• LRHA will use self-certification: ○ As a last resort when unable to obtain any type of third-party verification; or ○ If specifically permitted, such as to determine actual income from assets when the family certifies that net family assets do not exceed \$50,000 (upon implementation of HOTMA).

9.5.1 Enterprise Income Verification (EIV) System

LRHA will use HUD's EIV system as a third-party source to validate resident employment and verify certain income information during regular and until implementation of HOTMA, interim reexaminations of family composition and income. The following policies apply to the use of HUD's EIV system.

New Admission

For each new admission, LRHA will review the applicable EIV reports within 120 days from the date the data is submitted to HUD's software to ensure that families, at the time of admission, accurately reported income. LRHA will print and retain the reports and will take action to address any income discrepancies within 60 days from running the EIV reports.

Regular Reexamination of Family Income and Composition

For each regular reexamination of family income and composition, LRHA will review and retain in the tenant file the applicable EIV reports and any applicable documentation to resolve identified income discrepancies.

Income reports will be retained in resident files with the applicable annual or interim reexamination documents. When LRHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies this ACOP.

At each regular reexamination of income and family composition LRHA will:

- Review the required EIV reports to confirm/validate resident-reported income;
- Print and maintain the EIV reports in the resident file; and
- Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable).

Interim Reexamination of Family Income and/or Composition

For each interim reexamination of family income and composition, LRHA will review the applicable EIV reports to ensure that families accurately reported income; LRHA may opt to continue to do so after implementation of HOTMA. LRHA will print and retain the reports and will follow up with the family and resolve the differences between reported information using the HUD hierarchy of verification.

EIV Income Reports

The data shown on EIV Income Reports is updated quarterly. However, data may be between three and six months old at the time reports are generated.

EIV Income Reports will be run within 120 days of the effective date of the annual reexamination and compared to family-provided information as part of the regular and until implementation of HOTMA, interim reexamination process. EIV Income Reports may be used in the calculation of annual income, as described in the chapter on [Income and Adjusted Income](#).

EIV Income Reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security, Dual Entitlement, and/or Supplemental Security Income (SSI) benefits. Upon implementation of HOTMA, EIV may be used to verify and calculate earned income and unemployment benefits if accompanied by a self-certification by the family that the amount is accurate and representative of current income. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income during regular reexaminations. The IVT also provides income and wage, unemployment compensation and SSA benefit information. Additionally, the IVT report provides income information for heads of household and family members where there may be discrepancies in family reported income and employer reported information.

At each regular and interim reexamination of income and family composition, using the IVT, LRHA will:

- Identify any reported discrepancies in family reported income and employer reported information;
- Request the family to provide any documentation to confirm or dispute the income discrepancy;
- As applicable, determine and document the degree of family underreporting or misreporting of income information; and
- Take action in accordance with LRHA policy to resolve the identified discrepancies.

New Hires Report

Note: this section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

LRHA will review the EIV New Hires Report at each family's regular recertification.

No Income Reported by HHS or SSA Report

Note: this section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

LRHA will generate the No Income Reported by HHS or SSA Report at least quarterly and will retain the report.

LRHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, LRHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When LRHA determines through this report and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in this ACOP.

EIV Identity Verification

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to data available to HUD for a match on Social Security number, name, and date of birth. When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

LRHA will generate, review, and retain the report at least monthly.

LRHA will identify residents whose identity verification has failed. LRHA will attempt to resolve data discrepancies by obtaining appropriate documentation from the resident. When LRHA determines that discrepancies exist as a result of errors by LRHA, such as spelling errors or incorrect birth dates, LRHA will correct the errors promptly.

Deceased Tenants Report

LRHA will review the Deceased Tenants Report on a monthly basis, confirm the death of any household member, and timely remove any deceased household member. If the deceased person is a sole-member household, LRHA will complete an End of Participation (EOP) action 50058, effective the first of the following:

- The date the family or designee of the deceased resident's estate returned the keys and signed a vacate notice; or
- The date the public housing lease was terminated; or
- The date LRHA legally regained possession of the unit.

See [Mandatory Termination of Assistance](#) in the Lease Terminations chapter.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for continued occupancy. LRHA may not designate the live-in aide as the new head of household or change the relation code on the form HUD-50058.

Other EIV Reports

LRHA will review other EIV reports, such as the Multiple Subsidy Report and Failed EIV Pre-Screening and Failed Verification reports as required per Notice PIH 2023-27 or subsequent guidance.

9.5.2 Upfront Income Verification (UIV)

UIV refers to LRHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to LRHA.

9.5.3 Third-Party Written Verification or EIV + Self-Certification

Third-Party Written Verification

Written third-party verification is an original or authentic document generated by a third-party source. Such documentation may be in the possession of the resident or the applicant. LRHA may, at its discretion, reject any family-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable family-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source) are an acceptable form of written, third-party verification.

In general, LRHA will use third-party verification from the source in the following circumstances:

- At regular recertification when EIV + self-certification is not used;
- For all new admissions; and
- For all interim reexaminations.

LRHA will not use this method if it is able to use an income determination from a means-tested federal assistance program or if LRHA uses EIV + self-certification upon implementation of HOTMA.

The following are LRHA's general verification requirements when written third-party verification is used:

- Documentation must generally be dated within 120 calendar days of the date received by LRHA. For fixed income sources, a statement dated within the appropriate benefit year is acceptable documentation.
- LRHA may reject any family-provided documentation if:
 - The document has been altered, mutilated, or is not legible/readable;
 - The document appears to be a forged document (i.e., does not appear to be authentic); and/or
 - The document is missing key information necessary to verify and calculate the income accurately and attribute the income to the correct family member.
- For employment income, LRHA will generally obtain three current, consecutive pay-stubs needed to calculate prospective income. However, for new income sources or when the required number of pay stubs is not available, LRHA may determine income based on the information from a traditional written, third-party verification form or the best available information.
- When verification of assets is required, LRHA must obtain at least one statement that reflects the current balance of banking/financial accounts.

See also [When Third-Party Verification Is Not Required](#).

EIV + Self-Certification

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as *EIV + self-certification*. When calculating income using this method, LRHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

At annual reexamination, if LRHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, LRHA may use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, the PHA will use written third-party verification from the source as outlined in this section.

LRHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

9.5.4 Written Third-Party Verification Form

LRHA will send written third-party verification forms to the verification source whenever higher forms of verification are unavailable. However, on a case-by-case basis, LRHA may choose to obtain oral third-party verification without first attempting (and in lieu of) written-third-party verification form.

9.5.5 Oral Third-Party Verification

As needed, LRHA may obtain oral third-party verification, which is independent verification of information obtained by contacting the individual income/expense source(s), as identified through the UIV technique or by the family. LRHA staff will document the family's file to record the date and time of the telephone call, the name of the person and organization contacted and telephone number, along with the confirmed information.

LRHA may skip this level of verification if written third-party verification form was attempted and the source did not respond; in such a case, LRHA may move directly to self-certification.

9.5.6 Self-Certification

Self-certification, or *tenant declaration*, is used as a last resort when LRHA is unable to obtain third-party verification. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to LRHA. LRHA will document the file with attempts to obtain higher forms of verification before relying on self-certification.

LRHA may require a family to certify that a family member does **not** receive a particular type of income or benefit.

The self-certification must be made in a format acceptable LRHA and must be signed by the family member whose information or status is being verified.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded (except as noted under [Income from Excluded Sources](#));
- Net family assets total \$5,000 or less, or upon implementation of HOTMA, \$50,000 or less;
- The family declares that they do not have any present ownership in any real property; and/or
- A family states that they have non-recurring income that will not be repeated in the coming year.

Self-certification is not acceptable for the following:

- Social Security/SSI benefits,
- Public assistance,
- Disability (unless obvious or otherwise known, for reasonable accommodation purposes only),
- Unemployment,
- Veteran's Administration pension,
- Court-ordered child support,
- Worker's compensation,
- Unreimbursed medical expenses,
- Full-time student status.

9.5.7 When Third-Party Verification Is Not Required

Third-party verification will not be required under the following circumstances:

- **Verification Service Charge.** If there is a service charge for third-party verification, LRHA will assume that third-party verification is not available and use the next level of verification according to the verification hierarchy set forth in this chapter.
- **Primary Documents.** Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
- **Assets Disposed of for Less than Fair Market Value.** LRHA will accept a self-certification from the family as verification of assets disposed of for less than fair market value.
- **Value of Assets and Asset Income.** LRHA will accept a self-certification for families with net assets totaling \$5,000 or less, or upon implementation of HOTMA, \$50,000 or less. However, LRHA will obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.
- **Fully Excluded Income.** LRHA will accept a self-certification of income that is fully excluded, except in certain circumstances. See [Income from Excluded Sources](#) in this chapter.

9.6 Response to Verification Request

Families are required to respond to requests by LRHA for verification of family, income and/or expense information. Families will be provided with seven (7) business days to respond to LRHA requests for information. Exceptions may be granted on a case-by-case basis.

9.7 Income Discrepancies

9.7.1 Substantial Difference

If UIV/third-party information differs substantially from family-provided information, LRHA reserves the right to request additional verification information and use any other verification method in priority order to reconcile the difference. LRHA will use the \$200 per month as the threshold for a *substantial difference*.

9.7.2 Fraud

Information provided by the family that proves to be untrue may be used to disqualify the applicant for admission or terminate the resident on the basis of attempted fraud. LRHA considers false information concerning the following to be grounds for rejecting an applicant or terminating assistance:

- Income, assets, family composition;
- Social Security numbers;
- Preferences;
- Allowances (e.g., medical, disability and/or child care expenses) ; and
- Previous participant history or criminal history.

The family shall be notified in writing of such determination by LRHA and will be given the opportunity for a grievance hearing.

9.8 Legal Identity Verification

LRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
• Certificate of birth, naturalization papers, • Church-issued baptismal certificate • Current, valid driver's license or Department of Motor Vehicles identification card • U.S. military discharge (DD 214) • Current U.S. passport • Current employer identification card	• Certificate of birth • Adoption papers • Custody agreement • Health and Human Services ID • Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at LRHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to LRHA.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where LRHA has reason to doubt the identity of a person representing him or herself to be a tenant.

9.9 Social Security Number Verification

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

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Additionally, the head of household may not opt to remove a household member from the family composition for this purpose.

9.9.1 Documents Used to Verify Social Security Numbers

Social Security numbers must be verified only once during continuously-assisted occupancy, unless LRHA has received conflicting information concerning a household member's SSN. LRHA will verify each disclosed SSN by:

- Obtaining documentation from applicants and participants that is acceptable as evidence of Social Security numbers, and
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder.

LRHA will accept the following documentation as acceptable evidence of the Social Security number:

- An original SSN card issued by the Social Security Administration (SSA);
- An original SSA-issued document, which contains the name and SSN of the individual;
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual;
- Such other evidence of the SSN as HUD may prescribe in administrative instructions.

If LRHA has attempted to obtain third-party verification of an applicant's SSN prior to admission, LRHA may accept the applicant's self-certification and a third-party document with their name printed on it (such as a bank statement, benefit letter, utility bill or cell phone bill) to satisfy the SSN disclosure requirement. However, this is only allowable when LRHA has exhausted all other attempts to obtain the required documentation and has documented why other SSN documentation was unavailable. If the tenant's SSN is verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then LRHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency

that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

LRHA may reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, or is not legible, or if the document appears to be forged.

LRHA will retain in the family's file the verification of each SSN provided. The retention of the EIV Summary Report or Income Report showing an individual's status as *verified* is also adequate documentation of an individual's SSN.

9.9.2 Adding a Family Member who is a Child Under Six Who Lacks a Social Security Number

If an applicant family includes a child under six years of age who joined the household within the six months prior to the date of program admission, an otherwise eligible family may be admitted and must provide documentation of the child's SSN within 90 days. A 90-day extension will be granted if LRHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control.

When a resident requests to add a new household member who is at least 6 years of age, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination, in addition to the documentation required to verify it. LRHA may not add the new household member until such documentation is provided.

When a resident requests to add a new household member who is under the age of 6 and has not yet been assigned an SSN, the resident must provide the SSN assigned to the new child and the required documentation within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, LRHA may grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if LRHA determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period LRHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household and will be entitled to all of the benefits of being a household member during the time allotted for the family to comply with the SSN disclosure and documentation requirements. Upon expiration of the time period, if the family has not complied with the SSN disclosure and documentation requirements, LRHA will terminate the family's assistance.

9.10 Documentation of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of Social Security retirement benefits cannot be provided, LRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

9.11 Verification of Family Relationships

9.11.1 Marriage

Certification by the head of household is normally sufficient verification of marriage. If LRHA has reasonable doubts about a marital relationship, LRHA will require the family to document the marriage.

9.11.2 Separation or Divorce

LRHA may require the family to provide documentation of the divorce or separation with a certified copy of a divorce decree, signed by a court officer; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

9.11.3 Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides, such as a lease or utility bill).

9.11.4 Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the foster child or foster adult with the family is required.

9.12 Student Status Verification

LRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head; or
- The family claims a child care deduction to enable a family member to further his or her education.

See [Full-Time Student](#).

9.12.1 Verification of Student Financial Assistance and Fees

LRHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the Higher Education Act of 1965, LRHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If LRHA is unable to obtain third-party written verification of the requested information, LRHA will pursue other forms of verification following the verification hierarchy.

9.13 Verification of Disability

LRHA will verify the existence of a disability in order to determine waiting list preferences and in order to allow certain income disallowances and deductions from income.

For family members claiming disability who receive disability benefits from the SSA, LRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV System is not available, LRHA will request a current (dated within the current benefit year) SSA benefit verification letter from each family member claiming disability status.

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

9.14 Verification of U.S. Citizenship or Eligible Immigration Status

HUD requires a declaration for each family member who claims to be a U.S. citizen or national or to have eligible immigration status. The declaration must be signed personally by any family member 18 or older and by a parent/guardian for minors.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless LRHA receives information indicating that an individual's declaration may not be accurate.

The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

- For family members age 62 or older who claim to be eligible immigrants, proof of age is required; however, no further verification of eligible immigration status is required.
- For family members under the age of 62 who claim to be eligible immigrants, LRHA will verify immigration status with the U.S. Citizenship and Immigration Services (USCIS). LRHA will follow all USCIS protocols for verification of eligible immigration status.

9.15 Verification of Preference Status

For local preferences, LRHA will follow the verification requirements as indicated in [Verification of Local Preferences](#).

9.16 Verification of Income

LRHA will verify income using applicable regulatory, and agency policies and procedures.

See the section on [Calculating Annual Income](#) in the Income and Adjusted income chapter for more information on calculating income from various sources.

Note: the following two bullet points are only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

Upon implementation of the HOTMA Final Rule, applicable requirements may differ as noted below:

1. At Admission and Interim Reexaminations, Prospective Income

When verifying and calculating annual income for a household at initial eligibility screening and admission to the program, as well as interim reexaminations where the family is reporting a change in income, LRHA will collect and verify current/anticipated income.

2. Recertifying Households, Retrospective Income:

Upon implementation of HOTMA and subject to applicable HUD guidance, when verifying and calculating annual income for a household at the time of a regular reexamination, LRHA will review and calculate the family's income from the preceding 12-month period, taking into consideration any interims or changes that have taken place during that period. If LRHA determines that the family's prior-year income does not reflect the family's current income, it may adjust the calculation of annual income as needed.

9.16.1 Employment Income

Employment verification will be verified according to the [Verification Hierarchy](#). For verification of wages using pay stubs (written third-party verification), LRHA requires three consecutive pay stubs, regardless of pay frequency.

9.16.2 Business and Self-Employment Income

Business owners and self-employed persons will be required to provide income tax returns for the most recent year with corresponding official tax forms and schedules attached. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules. For those in *gig employment* situations, LRHA may opt to accept monthly or weekly statements from the applicable app in addition to the person's Schedule C and form IRS 1099 or 1099k.

LRHA may provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination, LRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed for less than three (3) months, LRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three months.

If the family member has been self-employed for only three (3) to twelve (12) months, LRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Net Income from Rental Property

If the family reports income from rental property, the family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant; and
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If Schedule E was not prepared, LRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and

utilities, and bank statements or amortization schedules showing monthly interest expense.

However, under HOTMA, if at the time of admission the family has a present ownership interest in such real property, a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest may be disqualifying; however there may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. See [Asset Restrictions](#).

9.16.3 Verification of Social Security and SSI Benefits

Applicants

To verify the Social Security and SSI benefits of applicants, LRHA will request a current Social Security Administration (SSA) benefit verification letter from each family member that receives Social Security benefits. If the family is unable to provide the document(s), LRHA will help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one from the SSA.

Residents

To verify the SS/SSI benefits of residents, LRHA will obtain information about Social Security/SSI benefits through the HUD EIV System, and confirm with the resident(s) that the current listed benefit amount is correct. If the resident disputes the EIV-reported benefit amount, or if benefit information is not available in HUD systems, LRHA will request a current SSA benefit verification letter from each family member that receives SSA benefits. If the family is unable to provide the document(s) LRHA will help the resident request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one from the SSA.

9.16.4 Child Support and/or Alimony

If the family declares that it **receives** child support and/or alimony payments, whether regular or irregular, LRHA will required third-party verification from the enforcement agency or support provider.

9.16.5 Income from Retirement Accounts

LRHA will accept a document from the entity holding the account dated no earlier than 12 months prior that reflects any distributions of the account balance, any lump sums taken, and any regular payments.

9.16.6 Federal Tax Refunds or Refundable Tax Credits

Note: this section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

LRHA will verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than \$50,000. LRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

9.16.7 Student Financial Assistance

See [Verification of Student Financial Assistance and Fees](#) in the section under [Student Status Verification](#).

9.16.8 Non-Recurring Income

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. LRHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. However, LRHA may choose, on a case-by-case basis, to require third-party verification that income sources will not be repeated in the coming year.

9.16.9 Income from Excluded Sources

For **fully excluded income**, LRHA is **not** required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. *Fully excluded income* is income that is entirely excluded from the annual income determination (for example, food stamps, earned income of a minor, or foster care funds). LRHA will accept the family's self-certification as verification of fully excluded income. LRHA may request additional documentation if necessary to document the income source. LRHA may require verification where there is a doubt that a source of income qualifies for full exclusion.

However, if the family is claiming exemption from the [Community Service](#) requirement based on receipt of food stamps, third-party verification of Supplemental Nutrition Assistance Payments (SNAP), or food stamps, dated within the prior 120 days is required.

Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student). LRHA will verify the source and amount of partially excluded income.

9.16.10 Zero Income Household

Families claiming no annual income will be required to execute verification forms to determine that certain forms of income outside the realm of EIV are not being received by the household. Receipt of Supplemental Nutrition Assistance Program (SNAP)/food stamp benefits is not considered income for the purposes of zero income verification; families receiving SNAP with no other income will be required to verify zero income status as described in this section.

Any payments paid on behalf of the family and other cash or non-cash contributions provided on a recurring basis may be counted as income depending on the duration and circumstances.

See [Zero Income/Minimum Rent/Financial Hardship Interim Reexamination](#) for zero income policy on reexamination frequency requirements for zero income households.

Zero Income Verification Requirements

LRHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, Social Security, SSI, and earnings are not being received by families claiming to have zero annual income.

LRHA will also require the head of household to complete an Affidavit of Zero Income form.

9.17 Verification of Assets

When verification of assets is required, LRHA will obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

Note: the following is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

See the definition of **Net family assets** in the **Glossary** of this ACOP.

See **Asset Restrictions** for policies under which a household may be disqualified from admission due to assets.

Upon implementation of HOTMA, and subject to applicable HUD guidance, the following asset policies will apply:

- For net family assets under \$50,000:
 - LRHA may accept self-certification from the family that the assets are under that amount, and no further documentation is required to be collected.
 - The certification must include any expected income from the assets (actual returns only).
 - LRHA must obtain third-party verification of assets at admission and at least every three (3) years.
- For net family assets totaling \$50,000 or greater:
 - LRHA will verify the value and income from assets using the applicable verification hierarchy.

9.17.1 Assets Disposed of for Less than Fair Market Value

For assets disposed at less than fair market value in the two years preceding the effective date of admission or the certification, LRHA will accept a self-certification from the household including a certification regarding the assets disposed, the date of disposition and the amount received for the asset.

9.17.2 Real Property Ownership

Note: the following is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104). Prior to implementation, the following does not apply.

At admission, LRHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. LRHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

If the family declares they have a present ownership in real property, LRHA will obtain third-party verification of the following factors:

- Whether the family has the legal right to reside in the property;
- Whether the family has effective legal authority to sell the property; and
- Whether the property is suitable for occupancy by the family as a residence.

However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, LRHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

9.18 Verifying Mandatory Deductions

Policies in this section cover verification of mandatory deductions. See [Adjusted Income](#) in the Income and Adjusted income chapter for more information on deductions for the purposes of calculating income and rent.

9.18.1 Dependent and Elderly/Disabled Household Deductions

LRHA will verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

9.18.2 Medical Expenses

Unreimbursed medical expenses will be verified through written third-party documents provided by the family, such as pharmacy printouts or receipts, or written third-party forms if the family is unable to provide acceptable documentation.

LRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. LRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, LRHA will verify that:

- The household is eligible for the deduction;
- The costs to be deducted are qualified medical expenses;
- The expenses are not paid for or reimbursed by any other source; and
- Costs incurred in past years are counted only once.

The family may be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

When anticipated costs are related to ongoing payment of medical bills incurred in past years, LRHA will verify:

- The anticipated repayment schedule;
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years.

9.18.3 Disability Assistance Expenses

LRHA will verify that the family is eligible to deduct unreimbursed disability assistance expenses. LRHA will allow a family to deduct unreimbursed disability assistance expenses after verifying that:

- The family member for whom the expense is incurred is a person with disabilities;
- The expense permits a family member, or members, to work;
- The expense is not reimbursed from another source.

Attendant Care

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.
- If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

9.18.4 Child Care Expenses

In order to determine whether a household is eligible to deduct unreimbursed childcare expenses LRHA will verify that:

- The child is under 13 years of age;
- The costs claimed are not reimbursed;
- The costs enable a family member to pursue an eligible activity;
- The costs are for an allowable type of child care; and
- The costs are reasonable.

Eligible Child

To be eligible for the child-care deduction, the costs must be incurred for the care of a child under the age of 13. LRHA will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

The family (and/or the care provider) will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

LRHA will verify that the deduction of the unreimbursed child care expenses enable adult family member(s) to seek work, pursue education, or be gainfully employed.

LRHA will evaluate how the schedule for the claimed activity relates to the hours of care provided and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Allowable Type of Child Care

LRHA will verify that the type of child care selected by the family is allowable (see [Eligible and Ineligible Child Care Expenses](#) in the chapter on Income and Adjusted Income).

LRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

LRHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child care costs can be deducted. The actual costs the family incurs will be evaluated by LRHA for reasonableness to ensure that the costs are allowable.

If the family presents a justification for costs that exceed typical costs in the area, LRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

9.19 Live-In Aide

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request—subject to LRHA verification—at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

1. Determined to be essential to the care and well-being of the person(s) needing the care,
2. Not obligated for the support of the person(s) needing the care, and
3. Would not be living in the unit except to provide the necessary supportive services.

Chapter 10: Leasing

10.1 Overview

Public Housing leases are the basis of the legal relationship between LRHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement.

10.2 Lease Term

The initial term of the lease will be for 12 months. After the initial term, the lease shall automatically renew for successive 12-month terms unless the Tenant and all applicable Family Members and Household Members do not fulfill the [Community Service](#) requirements or the Lease is terminated sooner by Tenant or by LRHA due to a default by Tenant and/or any Family Member or Household Member.

10.3 Lease Orientation

After unit acceptance, but prior to occupancy, an LRHA representative or agent will provide a lease orientation to the family. The head of household or spouse is required to participate. Orientation may be held in a group setting.

When families attend the lease orientation, the following will be provided:

- A copy of the lease;
- A copy of LRHA's grievance procedure;
- A copy of the house rules, if the development has house rules;
- A copy of the housekeeping inspection form;
- Move-In Inspection Form;
- A copy of LRHA's schedule of maintenance charges;
- Pet Policy;
- A copy of the pamphlet Protect Your Family From Lead in Your Home;
- A copy of LRHA's smoke free policy;
- Mold Addendum;
- Bedbug Addendum;
- Notice of Non-Discrimination and Reasonable Accommodation;
- Notice of Community Service Requirement; and
- Information about the protections afforded by the Violence against Women Act of 2005 (VAWA) to victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking (see [Violence Against Women Act Protections](#)).

Topics to be discussed will include:

- Applicable deposits and other charges;
- Review and explanation of lease provisions and terms of occupancy;
- Unit maintenance and work orders;

- LRHA's interim reporting requirements;
- Explanation of occupancy forms;
- Community service requirements;
- Family choice of rent;
- Smoke-free policies;
- VAWA protections; and
- Orientation to the Community.

10.4 Execution of the Lease

The lease must be executed by the tenant and LRHA, except for automatic renewals of a lease. Lease signers must be persons legally authorized to execute contracts.

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the Public Housing lease prior to admission. The head of household will be provided a copy of the executed lease and LRHA will retain a copy in the resident's file.

All members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and other provisions as required by state and federal law, and LRHA policy.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to LRHA assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the participant family member.

10.5 Modifications to the Lease Form

LRHA may modify its lease from time to time. However, LRHA will give tenants thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. LRHA will consider any comments before formally adopting the new lease.

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least sixty (60) days in advance of the effective date of the new lease or lease revision.

The family will have thirty (30) days to accept the revised lease. If the family does not accept the offer of the revised lease within that thirty (30) day timeframe, the family's tenancy will be terminated for other good cause in accordance with the termination policies outlined in this ACOP (see [Lease Terminations](#)).

When LRHA proposes to modify or revise schedules of special charges or rules and regulations, LRHA will post a copy of the notice in the central office, and will mail a copy of the notice to each tenant family. Documentation of proper notice will be included in each tenant file.

10.6 Other Modifications to the Lease

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended to reflect the removal of the household member.

The head of household and co-head may not remove one another's name from the lease without mutual consent. The head of household and/or co-head may add or remove other family members from the lease. See [Violence Against Women Act Protections](#) policies for VAWA exceptions to this policy.

If a new household member is approved by LRHA to reside in the unit, the lease will be modified to reflect the addition of the new household member. The head of household, co-head and LRHA will be required to initial and date the change.

If at any time during the term of the lease agreement, a change in the tenant's status results in the need for changing or amending any provision of the lease, either:

- A new lease agreement will be executed, or
- LRHA will execute a Notice of Rent Adjustment and Household Composition, or
- An appropriate rider or insertions 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 head of household and co-head and the authorized representative of LRHA.

If a tenant transfers from one unit to another, a new lease will be executed for the dwelling unit to which the tenant moves.

Policies governing when and how changes in family composition must be reported can be found at [Changes in Family and Household Composition](#) in the chapter on Continued Occupancy and Reexaminations.

10.7 Security Deposits

Residents must pay a security deposit to LRHA at the time of admission. The amount of the security deposit will be equal to the family's total tenant payment at the time of move-in, and must be paid in full prior to occupancy, except as noted below.

LRHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of LRHA. However, no less than one-half of the required deposit must be paid before occupancy. The remainder of the deposit must be paid within 30 days of occupancy.

LRHA will hold the security deposit for the period the family occupies the unit. LRHA will not use the security deposit for rent or other charges while the tenant is living in the unit.

If the tenant does not provide appropriate notice as specified in the lease of their termination of tenancy, the tenant forfeits the full security deposit amount. Otherwise, within thirty (30) days of move-out, LRHA will refund to the tenant the amount of the security deposit (including any interest earned on the security deposit) less any amount needed to pay the cost of:

- Unpaid rent;
- Damages listed on the move-out inspection report that exceed normal wear and tear; and
- Other charges due under the lease.

LRHA will provide the tenant or resident's designee with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, LRHA will provide a meeting to discuss the charges.

Residents must leave the unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to LRHA. All keys to the unit must be returned to management upon vacating the unit.

10.8 Payments Under the Lease

10.8.1 Rent Payments

Families must pay the amount of the monthly tenant rent determined by LRHA in accordance with its policies.

The lease specifies the initial amount of the tenant rent at the beginning of the initial lease term. The tenant rent is due and payable at a LRHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

Rent payments may be made by check or money order or by electronic payment, when applicable. LRHA will not accept rent payments in cash. Tenants may request an extension for payment and LRHA may extend in writing the due date for a rent payment for the month requested. Management approvals of such requests shall not be withheld unreasonably.

If a family's tenant rent changes, LRHA will notify the family of the new amount and the effective date by sending a *Notice of Rent Adjustment*, which will become an attachment to the lease.

10.8.2 Late Fees and Non-Payment

If LRHA does not receive the rent by the fifth (5th) calendar day of the month, and LRHA has not agreed to accept payment later than the 5th calendar day of the month, LRHA may issue to the tenant a Notice to Vacate for failure to pay rent, demanding payment in full of all amounts due under the lease or the return of the property to LRHA free of all occupants.

In addition, if the tenant fails to make a payment of rent by the end of office hours on the fifth (5th) calendar day of the month, a \$25.00 late fee shall be charged. Accumulated late fees in excess of fifty dollars (\$50.00) will result in termination of tenancy. Three late rent payments within a 12-month period constitute chronic late payments and is a material violation of the Lease.

LRHA may accept a partial rent payment if there is no prior outstanding rent balance. If the tenant makes a partial rent payment before the 5th day of the month and the tenant does not have any other outstanding balances, the late fee will not be applied. When a partial payment is accepted, the remainder of the rent must be paid before the close of business on the last day of the month or a late fee will be charged.

If the tenant can document financial hardship, the late fee may be waived on a case-by-case basis. If the tenant lawfully withholds rent, no late fee shall be applied for that month.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

10.8.3 Additional Charges

If there is a fire and the Fire Department provides a statement that the probable cause of such fire was due to the negligence or fault of the tenant or tenant's household members or guests, the tenant must pay the first \$250 for fire damage.

If there is damage to the Premises caused by improper operation or parking of motorized vehicles as outlined in the lease, the tenant must pay for such damages.

10.9 Enforcement of the Lease

The tenant shall be liable for all court costs and other fees actually expended in a legal action for enforcement of the lease agreement, including but not limited to moving and storage fees, unless the tenant prevails.

10.10 Utilities

Utilities shall be in the name of the head of household or co-head only. Residents will pay for all utilities, related deposits and charges on their utility bills. Failure to maintain active utility service, for all utilities, in the name of the head of household or co-head will be considered a breach of the lease.

10.11 Unit Maintenance and Repairs

LRHA will maintain dwelling units and the development in decent, safe and sanitary condition and make necessary repairs to dwelling units.

Families are responsible for paying reasonable charges, including the cost of labor, for the repair of any damage beyond normal wear and tear to the unit or to appliances provided by LRHA that are negligently or intentionally caused by the tenant, family members, household members, live-in aides or guests.

Damage caused by the family beyond normal wear and tear is considered a breach of the lease and grounds for termination, regardless of whether the charges are paid or not.

When applicable, families will be charged for maintenance and/or damages according to LRHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, LRHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

Chapter 11: Inspections

11.1 Overview

LRHA is obligated to maintain safe and habitable dwelling units and to make necessary repairs to dwelling units. The National Standards for the Inspection Physical Inspection of Real Estate (NSPIRE) are the standard under which HUD housing units, including those under the public housing program, are inspected. Further, units must comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) as well as with all requirements related to the evaluation and control of lead-based paint hazards.

Under NSPIRE, public housing units are subject to three types of inspections:

1. Annual self-inspections,
2. NSPIRE Inspections (which are used to assess and score LRHA under the Public Housing Assessment System (PHAS)), and
3. NSPIRE Plus Inspections (which are triggered by poor property conditions).

HUD regulations also require LRHA to inspect each public housing unit annually, as well as prior to move-in and at move-out. LRHA may require additional inspections, in accordance with LRHA policy.

This chapter contains LRHA's policies governing inspections by LRHA and HUD, notification of unit entry, and inspection repair timelines; it also discusses inspections conducted by LRHA (including annual self-inspections) and inspections conducted by HUD REAC.

11.2 Types of LRHA-Conducted Inspections

11.2.1 Move-In Inspections

LRHA and the tenant will inspect the dwelling unit prior to occupancy. LRHA will give the tenant a copy of the inspection form showing the conditions of the premises, interior and exterior as applicable and any equipment provided in the unit. LRHA and the tenant shall sign the inspection form and a copy of the form will be retained in the tenant's file. LRHA will correct any deficiencies noted on the inspection form before or shortly after the tenant moves in depending on the severity of the deficiency, at no charge to the tenant.

The head of household must attend the initial inspection and sign the inspection form.

11.2.2 Move-Out Inspections

LRHA will inspect the unit at the time the tenant vacates the unit and will allow the resident to participate in the inspection if they wish, unless the tenant vacates without notice to LRHA. LRHA will provide the tenant a written statement of the charges, if any, to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

If present, the head of household, spouse, or co-head will sign the move-out inspection form.

11.2.3 LRHA Annual Self-Inspections

LRHA is required to self-inspect their properties annually, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR 5.703. As part of the self-inspection process, LRHA must ensure that deficiencies previously cited have been repaired and not subsequently failed.

LRHA must maintain the results of self-inspections for three years and must provide the results to HUD upon request.

11.2.4 Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

Supervisory quality control inspections will be conducted in accordance with LRHA's or their agent's maintenance plan.

11.2.5 Special Inspections

LRHA staff may conduct a special inspection for any of the following reasons:

- Suspected housekeeping violations,
- Unit condition,
- Suspected lease violations,
- Pest infestations,
- Preventive maintenance,
- Routine maintenance, and/or
- There is reasonable cause to believe an emergency exists.

11.2.6 Other Inspections

Building exteriors, grounds, common areas and systems will be inspected according to LRHA's or their agent's maintenance plan.

11.3 Scheduling Inspections/Unit Repairs

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify LRHA at least 24 hours prior to the scheduled inspection. LRHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. LRHA may request verification of such cause.

11.4 Notice of Entry

11.4.1 Notice of Non-Emergency Entries

LRHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual self-inspections, the family will receive at least seven (7) business days' written notice of the inspection to allow the family to prepare the unit for the inspection.

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if they wish. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for LRHA to enter the unit.

Except for emergencies, management will not enter the dwelling unit to perform inspections where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with LRHA pet policy.

11.4.2 Notice of Emergency Entries

LRHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, LRHA will leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

11.5 Repairs

11.5.1 Non-Emergency Repairs

LRHA will correct non-life threatening health and safety defects within 25 business days of the inspection date or repair request date. If LRHA is unable to make repairs within that period due to circumstances beyond LRHA's control (e.g., required parts or services are not available, unsuitable weather conditions) LRHA will notify the family of an estimated date of completion.

The family must allow LRHA access to the unit to make repairs.

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with LRHA's pet policies.

11.5.2 Emergency Repairs

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify LRHA of the damage, and LRHA must make repairs within a reasonable time frame. Under NSPIRE, LRHA must correct all life-threatening and severe deficiencies within 24 hours.

If the damage was caused by a household member or guest, LRHA must charge the family for the reasonable cost of repairs. LRHA may also take lease enforcement action against the family.

If LRHA cannot make repairs quickly, LRHA must offer the family standard alternative accommodations. If LRHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

11.6 Tenant-Caused Damages

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with LRHA policies.

Repeated tenant-caused damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations. *Beyond normal wear and tear* is defined as items that could be charged against the tenant's security deposit under state law or court practice.

11.7 Housekeeping

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, LRHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy.

11.8 Smoke Detectors

Notices of lease violation will be issued to residents who purposely disengage the unit's smoke detector and/or carbon monoxide alarm. Only one warning will be given. A second incidence will result in lease termination.

11.9 NSPIRE Inspections

During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards. For most properties, the frequency of NSPIRE inspections is determined by the date of the prior inspection and the score received.

11.9.1 Notice of NSPIRE Inspection Entries

LRHA will provide all residents with at least seven (7) days' notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident's door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD's Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

11.9.2 NSPIRE Emergency Repairs

At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides LRHA with a list of life-threatening and severe deficiencies.

LRHA will correct all life-threatening and severe deficiencies within 24 hours. *Correcting the deficiency* means LRHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

While LRHA will complete all repairs expeditiously, if a permanent repair is not possible within 24-hours, LRHA will correct the deficiency by performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within 24 hours, LRHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

The family must allow LRHA access to the unit to make repairs.

11.9.3 NSPIRE Non-Emergency Repairs

Under NSPIRE, LRHA must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards. Repairs should be permanent fixes, unless otherwise approved by HUD in writing. HUD may also prescribe timelines in Corrective Action Plans.

If LRHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond LRHA's control (e.g., required parts or services are not available, weather conditions), LRHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. LRHA will also notify the family of an estimated date of completion.

The family must allow LRHA access to the unit to make repairs.

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with LRHA's pet policies.

Chapter 12: Utility Allowances

12.1 Overview

LRHA has established allowances for LRHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier. LRHA has also established surcharges for excess consumption of LRHA-furnished utilities. LRHA maintains a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record is available, upon request, for inspection by residents.

12.2 Utilities

Utilities may include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, where LRHA does not furnish a range and refrigerator, the family will be granted a utility allowance for the range and refrigerator they provide.

All public housing units have central air conditioning.

12.3 Utility Allowance Revisions

LRHA, on an annual basis, reviews the basis on which the utility allowances have been established and revises the allowances if necessary in order to adhere to the standards for revising utility allowances under the regulations.

Between annual reviews of utility allowances, LRHA will only revise its utility allowances due to a rate change, when required to by the regulation.

LRHA will revise its utility allowances if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes will be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

12.4 Surcharges for LRHA-Furnished Utilities

All residents are required to set up utility accounts in the head of household or co-head's name and are responsible for the cost of all applicable utilities. LRHA does not furnish utilities directly to residents. As such, there are no surcharges for LRHA furnished utilities.

12.5 Notice Requirements

LRHA provides notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice is given in the manner provided and will:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.

- Notify residents of the place where LRHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

12.6 Reasonable Accommodation

On request and verification of need from a family that includes a disabled or elderly person, LRHA will approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family.

Likewise, residents with disabilities will not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability. See [Reasonable Accommodation](#) policies regarding requests and processing of reasonable accommodation requests.

Chapter 13: Continued Occupancy and Reexaminations

13.1 Introduction

This chapter discusses regular and interim reexaminations, as well as non-interim reexaminations (upon implementation of HOTMA) and requirements for continued occupancy.

13.2 Requirements for Continued Occupancy

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

- Qualify as a family as defined in [Eligibility](#);
- Are in full compliance with the obligations and responsibilities described in the dwelling lease and House Rules;
- Are in full compliance with LRHA's policy on [Community Service](#);
- Meet HUD standards on citizenship or immigration status or pay a prorated rent;
- Supply true and complete information that LRHA or HUD determines to be necessary to determine continued eligibility;
- Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information or have certifications on file indicating that they are not eligible to receive a Social Security number;
- Where all adults have signed all HUD- and LRHA-required releases.

13.3 Over-Income Families

An *over-income family* is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4. See [Over-Income Limits for 2024](#). The over-income rule applies to all public housing program families, including families in the FSS program, families receiving the Earned Income Disallowance, and families paying flat rent.

If the family's income has exceeded the over-income limit for 24 consecutive months, LRHA will terminate the family in accordance with the regulations at 24 CFR 960.507(d).

If an over-income family experiences a decrease in income during the 24-month grace period, the family may request an interim redetermination of rent in accordance with LRHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, LRHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new 24-month grace period.

13.3.1 First Notice

At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, LRHA will document the family file and begin tracking the family's over-income status. At this time, LRHA will notify the family in writing that:

- They have been determined to be over-income;
- If they continue to be over-income for 24 consecutive months (24-month grace period), the family's assistance will be terminated; and
- They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an interim recertification, LRHA will process an annual recertification for the family at that time, and reset the family's reexamination date to be effective 12 months from the effective date of that transaction.

13.3.2 Second Notice

If the family's annual income continues to exceed the applicable over-income limit for 12 consecutive months, LRHA will notify the family, in writing, that:

- Their income continues to exceed the over-income limit;
- If their income exceeds the over-income limit for an additional 12 months, the family's assistance will be terminated; and
- They may request a hearing if they dispute the determination that they are over-income.

13.3.3 Final Notice

If LRHA determines that the family's income has exceeded the applicable over-income limit for 24 consecutive months, LRHA will notify the family in writing of this determination.

The notice will inform the family that they have exceeded the over-income limit for 24 consecutive months and state that the family's assistance will be terminated within six (6) months. As with the prior notices, the final notice will also inform the family of their opportunity to dispute LRHA's determination that they have exceeded the over-income limit in accordance with the regulations at 24 CFR 960.507(c)(3)(iii).

During the period between this notice and termination, the family:

- Will continue to pay their choice of rent (income-based rent, flat rent or prorated rent for mixed income families); and
- Is permitted to request an interim reexamination during the period between notice and termination.
 - However, the interim reexamination will not enable the family to avoid termination after the 24-month grace period has elapsed; LRHA will proceed with termination regardless of whether the interim reexamination may be due to loss of income.

13.3.4 Over-Income Reporting Requirement

LRHA must report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list. This report will specify as of the end of the calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects.

- The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the 24-month grace period,

those that are in the period before termination, and any other information regarding over-income families requested by HUD.

- Beginning January 1, 2024, LRHA will report annually on the number of families on waiting lists for admission to public housing. Waiting list data will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

These reports will be publicly available.

13.4 Time Frames for Reporting Changes Required by Family Obligations

Unless otherwise noted below, when the family must respond to a request or notify LRHA of a change, notifying LRHA of the request or change within seven (7) business days is considered prompt notice.

When a family is required to provide notice to LRHA, the notice must be in writing.

13.5 Regular Reexaminations

LRHA will conduct a reexamination of family income and/or composition at least annually, except as noted below. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent will be recalculated.

- **Income-Based Rent.** For those families who choose to pay income-based rent, LRHA conducts a reexamination of income and family composition at least annually.
- **Flat Rents.** For families who choose flat rents, LRHA conducts a reexamination of family composition at least annually, and conducts a full reexamination of family income at least once every three years. See [Reexaminations for Families Paying Flat Rents](#).
- **Streamlined Recertifications.** For families with [Streamlined Recertification for Family Members with Fixed Income Sources](#), updates are conducted annually.

13.5.1 Community Service Compliance

For all residents of public housing, whether those residents are paying income-based or flat rents, LRHA conducts an annual review of community service requirement compliance (see [Community Service](#)).

13.5.2 Scheduling Reexaminations and Annual Updates

Generally, LRHA will schedule regular reexaminations and annual updates to coincide with the family's anniversary date. LRHA will begin the regular reexamination/annual update process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination/update or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, LRHA will perform a new annual reexamination and establish an anniversary date consistent with the new lease effective date.

LRHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

13.5.3 Notification of the Regular Reexamination and Annual Update Process

Notification of regular reexaminations and annual updates will be sent by email, or if there is not a working email for the head of household, first-class mail, and will contain information on documentation requirements and due dates.

13.5.4 Conducting Regular Reexaminations

As part of the regular reexamination process, families are required to provide updated information to LRHA regarding the family's income, expenses, and composition.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination.

Participation in the Regular Reexamination Process

Families generally are required to participate in a regular reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family may contact LRHA to request a reasonable accommodation.

If the family is unable to attend a scheduled interview, the family should contact LRHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, LRHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without LRHA approval, the family will be in violation of their lease and may be terminated.

An advocate, interpreter, or other assistant may assist the family in the interview process.

Email or Mail-In Reexamination and Annual Update

LRHA may complete regular reexaminations and annual updates via email or U.S. mail. However, LRHA reserves the right to conduct an in-person reexamination interview at its own discretion; LRHA may also conduct an in-person reexamination interview with a family as a reasonable accommodation for a person with a disability.

If the emailed reexamination package is returned to LRHA as undeliverable, LRHA will send the package via U.S. mail. If the mailed reexamination package is returned to LRHA as undeliverable, LRHA will mail the household a Lease Termination Notice and follow applicable termination policies.

Reexamination Packet Not Returned Timely – Email or Mail-In Reexamination

After seven (7) business days, if reexamination documents have not been returned to LRHA, LRHA will send a second reexamination notice. If the household fails to return the packet after an additional seven (7) business days, LRHA will send the tenant a Lease Termination Notice.

Missing Information – Email or Mail-In Reexamination

If the household does not or is unable to provide all required information/documents needed to complete the mail-in reexamination, LRHA will send a request for additional information. This information must be provided by the household within 7 business days from the date of the request; however, the household may request an extension. If the household does not provide the required documents or information within the required time frame (plus any extensions), the tenant will be sent a Lease Termination Notice.

13.5.5 Calculating Annual Income at Regular Reexaminations

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

LRHA will calculate annual income at regular reexaminations in accordance with [Calculating Annual Income](#).

13.5.6 Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. LRHA may use the results of the regular reexamination or annual update (as applicable) to require the family to move to an appropriate size unit (see [Transfer Policy](#)).

13.5.7 Criminal Background Checks

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination/update process.

At the annual reexamination, LRHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. LRHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

13.5.8 Household Member Turning 18 between Reexamination Documentation Submission and Reexamination Effective Date

Income and Deductions

When a household member will turn 18 between the date the family submits their reexamination documentation, but on or before the effective date of the reexamination, LRHA will include the household member's income in the calculation of annual income.

For example, a household has a reexamination effective date of November 1. One of the household members, upon submission of a recertification documentation on September 1 is still 17, but will turn 18 on September 30. LRHA will calculate the income of that household member as if they were an adult, since the household member will be 18 by the effective date of the reexamination.

Deductions will also be applied as if the household member were an adult. For example, the household with a member who was 17 when the recertification documentation was submitted, but 18 on the reexamination effective date will **not** be given a dependent deduction for the household member who is turning 18 unless that household member is a full-time student or disabled.

Release Forms

When a household member will turn 18 between the time the family submits their recertification documentation, but on or before the effective date of the reexamination, LRHA will have a parent/legal guardian sign any consent/release/lease forms on behalf of that household member.

Criminal Background Check

When a household member will turn 18 between when the time the family submits their recertification documentation, but on or before the effective date of the reexamination, LRHA will have a parent/legal guardian sign the consent for criminal background check on behalf of that

household member in order to authorize LRHA's criminal background check. LRHA will conduct a criminal background check as part of the reexamination process.

Subsequent Reexaminations and Background Checks

After the reexamination effective date, if LRHA wishes to complete verifications or background checks on a household member who was not 18 when the reexamination documentation was submitted, but who subsequently turned 18, LRHA will obtain that household member's signature on any required release form before conducting any type of verification or background check. If no other verifications or background checks are completed between regularly scheduled reexaminations, LRHA will wait until the next regular reexamination to obtain the executed release forms from the household member who had turned 18 between the regularly scheduled reexaminations/updates.

13.5.9 Effective Dates for Regular Reexamination or Annual Update Rent Changes

Rent Increase

In general, an *increase* in the tenant rent that results from a regular reexamination will take effect on the household's anniversary date, and the household will be notified at least 30 days in advance. If less than 30 days remain before the scheduled reexamination effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

However, if the household causes a delay in processing the regular reexamination, increases in the tenant rent will be applied retroactively to the scheduled effective date of the reexamination. The household will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of LRHA. When a household causes a delay in processing the reexamination, LRHA will not provide the household with 30-day advance notice of the rent increase.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease, and no 30-day notice is required.

If LRHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by LRHA, but will always allow for the 30-day notice period.

Rent Decrease

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If LRHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by LRHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing. LRHA will not provide the household with 30-day advance notice of the rent decrease.

13.5.10 Streamlined Recertification for Family Members with Fixed Income Sources

LRHA will conduct a streamlined income determination process for families with fixed sources of income. Third-party verification of all income sources will be obtained during the intake process and every three years thereafter. In the intervening years, LRHA will determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. However, upon request of the family, LRHA will perform third-party verification of all income sources.

- Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family receives income from non-fixed income sources.
- If at least 90 percent of the family's unadjusted income is from fixed sources, LRHA will streamline the verification of fixed income and will not verify non-fixed income amounts.
- If the family receives less than 90 percent of its unadjusted income from fixed sources, LRHA will streamline the verification of fixed income and will conduct third-party verification of non-fixed income annually.
- If a family member with a fixed source of income is added, LRHA will use third-party verification of all income amounts for that family member.
- If verification of the COLA or rate of interest is not available, LRHA will obtain third-party verification of income amounts.

On an annual basis, LRHA will determine the family's compliance with the **Community Service** requirement.

13.5.11 Reexaminations for Families Paying Flat Rents

For families who choose flat rents, LRHA will conduct a reexamination of family composition at least annually, and conduct a full reexamination of family income and composition at least once every three years. LRHA will review annually the families' compliance with the **Community Service** requirements. LRHA will also review annually whether the family is subject to the requirements concerning **Over-Income Families**.

In conducting full reexaminations for families paying flat rents, LRHA will follow the policies used for the annual reexamination of families paying income-based rent.

Annual Updates for Families Paying Flat Rents

In the years between full reexaminations for families paying flat rents, LRHA will conduct annual updates in each of the two years following the full reexamination. In scheduling the update, LRHA will follow the process under **Scheduling Reexaminations and Annual Updates**.

Generally, the family will not be required to attend an interview for an annual update. However, if LRHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be in accordance with the policy on Notification of the Regular Reexamination and Annual Update Process.

LRHA will apply the applicable policies concerning **Change in Unit Size** and **Criminal Background Checks** at each update.

13.6 Changes in Family and Household Composition

The family is required to report all changes in family composition within seven (7) business days from the date of the change. LRHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

13.6.1 New Family Members Not Requiring Approval

The family must inform LRHA of the birth, adoption, or court-awarded custody of a child within seven (7) business days; however, prior LRHA approval is not required.

13.6.2 New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, families must request LRHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days in a 12-month period or 30 cumulative days within a 12-month period and therefore no longer qualifies as a *guest*. Requests must be made in writing and approved by LRHA prior to the individual moving into the unit.

LRHA will not approve the addition of a family member outside of birth, adoption, court-ordered custody, marriage, interdependent relationship and live-in aide if such addition results in the need for a change in unit size. Additionally, LRHA will not approve the addition of a new family or household member unless the individual meets LRHA's eligibility criteria and documentation requirements.

LRHA will not approve the addition of a foster child or foster adult if it will result in a larger unit size per LRHA occupancy standards.

If LRHA determines that an individual does not meet LRHA's eligibility criteria or documentation requirements, LRHA will timely notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

A household member is not a member of the family, nor is an original member who has been designated as permanently absent.

13.6.3 Departure of a Family or Household Member

Families must promptly notify LRHA if any family or household member no longer lives in the unit. This requirement also applies to family/household members who had been considered temporarily absent, who are now permanently absent.

If a family member or household member ceases to reside in the unit, the family must inform LRHA within seven (7) business days.

13.6.4 Return of Permanently Absent Family Member

The family must request LRHA approval for the return of any adult family members that LRHA previously determined to be permanently absent. The individual is subject to LRHA's eligibility and screening requirements and LRHA policies on changes in household composition.

13.7 Interim Reexaminations

Family circumstances may change between regular reexaminations. HUD and LRHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances LRHA must process interim reexaminations to reflect those changes. HUD regulations also permit LRHA to conduct interim reexaminations of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. LRHA must complete the interim reexamination within a reasonable time after the family's request.

Interim reexaminations can be scheduled either because LRHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, LRHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

When a family reports a change in family income and/or composition that the family was required to make, LRHA will only verify the information for the family member(s) for whom the change was reported. LRHA will not reverify income/expense information for other family members.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if LRHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, LRHA will determine the documentation the family will be required to submit. The family must submit any supporting documentation of the change within seven (7) business days. This time frame may be extended for good cause with LRHA approval. Failure to submit the documentation when required may impact the interim effective date. LRHA will accept required documentation by mail, email, fax, or in-person.

13.7.1 Calculating Annual Income at Interim Reexaminations

LRHA will calculate annual income at interim reexaminations in accordance with **Prospective Income**.

13.7.2 Required Interim Reexaminations

The following are interim changes which families are required to report and for which LRHA will complete an interim reexamination and redetermine rent. Families must report the change within **Time Frames for Reporting Changes Required by Family Obligations**. Families paying flat rent are not required to report changes in income or expenses.

- **Changes in Family and Household Composition** (except upon implementation of HOTMA when the change results in no change or increase at income, when LRHA will conduct a non-interim reexamination; see **Non-Interim Reexamination Transactions**);
- Certain increases in income, including:
 - Any increase in income for a family when they:
 - Have had an interim decrease in rent since their last regular reexamination and upon implementation of HOTMA their increase in income is 10 percent or more of their adjusted income;
 - Are reporting zero income or reporting only non-recurring income;
 - Are on minimum rent or on a financial hardship exemption from minimum rent;
 - Upon implementation of HOTMA, any increase in **unearned** income that is 10 percent or more of the family's adjusted income when the family has not had an interim decrease in rent since their last regular reexamination.

LRHA will not process an interim when a family reports an increase in income within three months of their annual reexamination date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases.

Concurrent Increases in Earned and Unearned Income

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

When the family reports an increase in both earned and unearned income at the same time, LRHA must look at the earned and unearned income changes independently of each other to determine if an interim reexamination is performed. LRHA will only conduct an interim reexamination when

the increase independently meets the 10 percent threshold and all other requirements for performing interim reexaminations.

For example, if a family reported increases in both earned and unearned income that overall resulted in a 12 percent increase in their adjusted income, but the change in earned income represented a 7 percent increase and the change in unearned income represented a 5 percent increase, LRHA may not perform an interim for either change since neither change meets the 10 percent threshold amount independently. If the change in unearned income met the 10 percent threshold in this case, LRHA would be required to perform an interim. If the change in earned income met the 10 percent threshold in this case, LRHA would refer to their policy to determine whether an interim was required.

Cumulative Increases

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

A series of smaller reported increases in adjusted income may cumulatively meet or exceed the 10 percent increase threshold, at which point LRHA must conduct an interim reexamination in accordance with LRHA policy.

13.7.3 Zero Income/Minimum Rent/Financial Hardship Interim Reexamination

For families with **income-based rents** (not applicable to families on flat rents): when an entire family reports zero income or is at minimum rent or is on an approved financial hardship from minimum rent, any family member who obtains any type of income is required to report the change between regular reexaminations. Once income is reported, the family is not required to report additional increases in income until the next regular reexamination.

Increases in income for zero income/minimum rent/financial hardship families must be reported to LRHA within seven (7) business days of the change. LRHA will process an interim reexamination and adjust rent when income is reported. As applicable, see the policies on verification for **Zero Income Households** in the Verification chapter.

Households where only SNAP benefits are reported will be considered zero income households.

Where an adult family member receives zero income, but other family members report income, LRHA does not require the zero income family member to report increases in income between regular reexaminations.

13.7.4 LRHA-Initiated Interim Reexaminations

LRHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by LRHA. They are not scheduled because of changes reported by the family.

LRHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

13.7.5 Optional Interims

Families with income-based rent may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. Families on flat rents may also request to change back to income-based rent due to changes in their circumstances (see **Changing From Flat Rent to Income-Based Rent Due to Hardship**). LRHA will process the request if the family reports a change that will result in a reduced family income.

If a family reports a change that it was not required to report and that would result in an *increase* in the family share of the rent, LRHA will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a *decrease* in the family share of rent, LRHA will conduct an interim reexamination.

Decrease in Income/Increase in Expenses

The family may request an interim reexamination any time they have experienced a change in circumstances since their last regular recertification.

A *decrease in income* is any reduction in household income that is expected to last 30 days or longer. An *increase in expenses* is any increase in allowable expense deductions that is expected to last 30 days or longer.

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced. For more information regarding the requirement to impute welfare income see [Public Assistance](#).

13.7.6 Processing the Interim Reexamination

The family must notify LRHA of changes in writing, including the required supporting documentation within seven (7) business days of the change.

The family may be required to attend an interview for an interim reexamination. However, LRHA may determine that an interview is not warranted.

Based on the type of change reported, LRHA will determine the documentation the family will be required to submit. The family must submit any supporting documentation of the change within seven (7) business days. Failure to submit the required documentation may impact the interim effective date. This time frame may be extended for good cause with LRHA approval. LRHA will accept required documentation by mail, email, fax, or in person.

13.7.7 Effective Dates for Interim Rent Changes

Interim Rent Increases

An increase in tenant rent at the time of an interim reexamination will generally be effective on the first of the month following 30 days' notice to the household.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the first of the month following the date the increase occurred. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement (see [Repayment Agreements](#)).

Interim Rent Decreases

A decrease in tenant rent at the time of an interim reexamination will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified, through no fault of the tenant, until after the date the change would have become effective, the change will be made retroactively. If a household fails to report a decrease in income timely, LRHA will not apply the decrease in rent retroactively.

13.8 Non-Interim Reexamination Transactions

Note: the following section is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

Families may experience changes within the household that do not trigger an interim reexamination under LRHA policy and HUD regulations but which LRHA must still report to HUD via form HUD-50058. These are known as *non-interim reexamination transactions*. In these cases, upon implementation of HOTMA, LRHA will submit a separate, new action code on form HUD-50058. The following is a list of non-interim reexamination transactions:

- Adding or removing a hardship exemption for the child care expense deduction;
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first)(the phased-in relief will begin at an eligible family's first annual or interim reexamination, whichever is sooner, after implementation of HOTMA);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's Earned Income Disallowance (EID).
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

LRHA will make all other changes to assets, income, and deductions at the next regular or interim reexamination, as applicable.

13.9 Recalculating Tenant Rent

For families paying income-based rent, LRHA will recalculate the rent based on the income information received during the reexamination process and notify the family of the changes. See the chapter on [Rent](#).

13.9.1 Applying Utility Allowances at Reexamination

At annual reexamination, LRHA will use the current LRHA utility allowance schedule.

For an interim reexamination, LRHA will apply the utility allowance in effect at the last regular reexamination.

Unless LRHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculation at the first regular reexamination after the allowance is adopted. See policies on [Utility Allowances](#).

13.9.2 Notification of New Tenant Rent

LRHA will notify the family of any changes in the amount of tenant rent. The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

13.9.3 Choice of Rent

At each annual recertification, LRHA will give each family the opportunity to choose between income-based rent and [Flat Rents](#). Families on flat rents may choose to switch to income-based rents in between regular recertifications, but income-based rents may not choose to switch to flat rents in between regular recertifications.

13.10 Discrepancies

During a regular or interim reexamination, LRHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, LRHA may discover errors made by LRHA. When errors resulting in the overpayment or underpayment of rent are discovered, LRHA will make corrections to the rent.

13.11 Other Continued Occupancy Policies

13.11.1 Absence from the Unit

The family must supply any information or certification requested by LRHA to verify that the family is living in the unit, or relating to family absence from the unit, including any LRHA-requested information or certification on the purposes of family absences. The family must cooperate with LRHA for this purpose.

The family must promptly notify LRHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 30 calendar days. In such a case, promptly means within seven business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, LRHA will terminate the lease for other good cause.

LRHA may review on a case-by-case basis, circumstances which dictate a household's absence from the unit. Each household member must physically occupy the unit as their sole place of residence, and not be absent for 180 consecutive days during any 12-month period unless good cause is shown for a longer absence. Good cause for extended absences include, but is not limited to:

- Involuntary absence due to illness;
- Absence of a household member who is a full-time student;

- Children temporarily away due to placement in foster care; or
- Military service (see policy on **Military Families – Absence from the Unit and Continued Occupancy**).

The head of household must notify LRHA and remove any household member from the lease who is absent from the unit without cause for more than 180 consecutive days.

- Extended absence for more than 180 consecutive days during any 12-month period due to incarceration is not considered good cause.
- To verify family occupancy or absence, LRHA may send request letters to the family at the unit, make phone calls or visits, send emails, schedule special inspections, and/or conduct other appropriate inquiries.
- The family must remain in compliance with the terms of the public housing program and their lease during any absence from the unit.
- LRHA will consider mitigating circumstances when determining good cause for an extended absence.

Military Families – Absence from the Unit and Continued Occupancy

HUD encourages PHAs to be as lenient as responsibly possible to support military families. In accordance with this Notice, on a case by case basis, LRHA will make reasonable exceptions to program requirements for active duty military families, to the extent LRHA can do so while responsibly administering the public housing program.

These exceptions will be granted at LRHA's sole discretion, and should be primarily granted with respect to program requirements impacted by household members who are temporarily absent from their unit due to their active duty.

Exceptions must be approved by the Executive Director or their designee. Households who cannot adhere to basic program requirements without the active military person present will not be granted exceptions.

Exceptions related to military families may include, but are not limited to:

- Allowing a suitable guardian to move into the unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining household income and rent;
- Carefully considering the circumstances of any case involving delayed payment of rent by the household;
- Granting exceptions to the ACOP policies concerning family absences from the unit;
- Using provisional documents and income information to complete a reexamination and then conducting an interim reexamination when the military personnel's information is available.

Abandonment

If the family appears to have vacated the unit without giving proper notice, LRHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, LRHA will secure the unit immediately to prevent vandalism and other criminal activity.

13.11.2 Family Break-Up and Remaining Members

Resident families who separate while being assisted under the public housing program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. LRHA policy is as follows:

- The head of household, co-head or remaining family member of the household who has full legal custody of any minor children in the unit will retain the use of the federally assisted unit.
- In cases where the head of household and co-head have a joint custody arrangement for minor children, the original head of household will retain the use of the federally assisted unit.
- In cases where the head of household dies, leaving minor children, the new head of household will be subject to all LRHA eligibility and admission requirements.
- LRHA may allow a guardian or caretaker to temporarily reside in the unit. If the guardian or caretaker applies to become the new head of household, they must meet the eligibility requirements as set forth in this ACOP. LRHA will allow a temporary guardian or caretaker to remain in the unit for up to 90 days.
- In cases where there is a head of household and a co-head with no minor children, the original head of household will retain the use of the federally assisted unit, unless another consideration listed here is a factor.
- In the event that the head of household moves out of the federally assisted unit or dies, a remaining adult family member (with or without children in the unit) may retain use of the federally assisted unit if that adult has been part of the household since admission or if they were added to the household, have lived in the unit for at least 6 months after approval by LRHA to do so; are in compliance with all program rules and regulations; and meet all other program eligibility and continued occupancy requirements.
- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member and is not eligible to retain the use of the federally assisted unit.
- Foster children and foster adults are never considered remaining family members and have no rights to the federally assisted unit when and if the head of household or co-head moves out of the unit, is evicted or is deceased.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, LRHA will follow any court determination of which family members retain the federally assisted unit.
- In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or LRHA has to verify that Social Services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period of time.
- If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, LRHA will ensure that the victim remains on the program.
- For any family members who are elderly or disabled, LRHA will take into consideration where they will reside after the break-up.

- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the public housing program designee on a case-by-case basis.

LRHA may deny head of household status if there was either an action to evict the former head of household. For example, if the former head of household is arrested for drug possession and LRHA moved to evict the family, following which, the head of household moves out, LRHA may decide not to accept a new head of household and continue with the eviction.

13.11.3 Guests and Unauthorized Occupants

See policy on [Guests](#) in Chapter 5.

Resident households are not permitted to allow roomers or boarders to occupy their unit, or to sublet their unit. Violation of this provision is grounds for eviction.

Persons not on the lease who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence represents a violation of program requirements.

Chapter 14: Assistance Animals and Pets

14.1 Introduction

This chapter contains LRHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of LRHA to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of LRHA.

14.2 Assistance Animals

There are two types of assistance animals:

1. Service animals, and
2. Support animals.

For approved assistance animals, the Pet Deposit does not apply.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal. LRHA has the authority to regulate assistance animals under applicable federal, state, and local law. LRHA may refuse to permit a person with a disability to use and live with an assistance animal if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation; and/or
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

14.2.1 Service Animals (Canines Only)

Under the ADA, a *service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

14.2.2 Support Animals (Assistance Animals Other than Service Animals)

A *support animal* is an animal that does work, performs tasks, provides assistance, and/or provides therapeutic emotional support for individuals with disabilities (i.e., support animals). For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and LRHA approve a reasonable accommodation in accordance with

the criteria outlined in Notice FHEO 2020-01 and the policies contained in the chapter on Reasonable Accommodations.

14.2.3 Approval of Assistance Animals

LRHA tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy in this ACOP.

There are no size or breed restrictions on assistance animals; however, the tenant is still required to follow all of the terms and conditions of the lease, including the ability to ensure the peaceful enjoyment of the development by others. LRHA also reserves the right to deny requests for assistance animals based on state and local law.

14.2.4 Care and Handling of Assistance Animals

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, LRHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If LRHA determines that no such accommodation can be made, LRHA may withdraw the approval of a particular assistance animal.

14.3 Pets

Pet means a domesticated animal that is commonly kept as a household pet in a community, such as a dog, cat, bird, or fish. A pet is a companion animal that is kept in the home for pleasure rather than commercial or breeding purposes.

14.3.1 Registration of Pets

Pets must be registered with LRHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

14.3.2 LRHA Refusal to Register Pets

LRHA will refuse to register a pet, or continue an existing pet registration, if:

- The pet is not a pet as defined by LRHA in this policy;
- Keeping the pet would violate any pet restrictions listed in this policy;

- The pet owner fails to provide complete pet registration information, or fails to update the registration as required;
- The applicant has previously been charged with animal cruelty under local/state law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order; or
- LRHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If LRHA refuses to register a pet, a written notification will be sent to the pet owner. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with LRHA's grievance procedures.

14.3.3 Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with LRHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of LRHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with LRHA's pet policy and applicable house rules may result in the withdrawal of LRHA approval of the pet or termination of tenancy.

14.3.4 Pet Restrictions

Pet ownership shall be limited to common domesticated household pets, which shall be defined to include a dog, bird, cat or fish and other species as allowed under this policy.

The following animals are not considered household pets for purposes of this policy:

- Reptiles;
- Rodents;
- Insects;
- Arachnids;
- Pot-bellied pigs;
- Wild or feral animals; and/or
- Animals used for commercial breeding.

The following animals are not permitted: (does not apply to assistance or support pets, except where a pet may pose a direct threat or a fundamental alteration)

- Any animal who adult weight will exceed 40 lbs.
- Dogs of the pit bull, rottweiler, chow, or boxer breeds or mixes thereof;
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations;

- Dogs and cats six months of age and older that have not been neutered or spayed;
- Any animal not permitted under local/state law or code.

14.3.5 Number of Pets

Residents may own a maximum of two pets only.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one pet.

In the case of birds, a resident may keep a maximum of two birds and must be kept in a cage at all times.

14.3.6 Other Requirements

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching six months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

14.3.7 Pet Area Restrictions

Pet owners must maintain pets responsibly, in accordance with LRHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

Pets must be maintained within the resident's unit. When outside of the unit, (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

14.3.8 Designated Pet/No-Pet Areas

With the exception of common areas as described in the previous policy, LRHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, LRHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Recreational and playground areas, flower beds and other residents' yards are designated as no-pet areas.

14.3.9 Cleanliness

The pet owner shall be responsible for the removal of waste from any pet area by placing it in a sealed plastic bag and disposing of it in an outside trash container provided by LRHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes in sealed plastic trash bags, placed in a trash bin, and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be kept inside the resident's dwelling unit.

14.3.10 Alterations to Unit

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

14.3.11 Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

14.3.12 Pet Care

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage LRHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

No pet (including fish) may be left unattended in any unit for a period in excess of 24 hours.

Pet owners must exercise courtesy with respect to other residents and not allow the pet to cause any fear or illness to other residents.

LRHA may, after reasonable notice to the tenant, enter and inspect the unit, in addition to any other inspections allowed by HUD policy.

14.3.13 Responsible Parties

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify LRHA and sign a statement that they agree to abide by all of the pet rules.

14.3.14 Pets Temporarily on the Premises

Pets that are not owned by a tenant are not allowed on the premises. Tenants are prohibited from feeding or harboring stray animals.

This rule does not apply to assistance animals or to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by LRHA.

14.3.15 Additional Rules

Dog owners are required to comply with state and local public health, animal control and animal anti-cruelty laws and regulations.

Pet owners must prevent pets from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floors and other fixtures of the tenant's unit and common areas.

The presence of a pet may not interfere with the routine pest extermination, routine repairs and/or inspection of the unit. The tenant is responsible for removing or otherwise protecting pets every time extermination or maintenance is scheduled.

Pet owners will not allow pets to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. Repeated, substantiated complaints from other tenants, neighbors or LRHA personnel regarding pets disturbing the peaceful enjoyment of the premises through noise, smell, animal waste or other nuisance will result in the tenant having to remove the pet or be subject to lease violation procedures.

14.3.16 Pet Rule Violations

Any repeated offenses of the pet ownership rules may be considered grounds for lease termination. All lease enforcement and eviction actions taken as a result of this policy shall comply with LRHA's lease and grievance procedures.

In addition to failure to comply with the lease, if LRHA, through the Asset Manager, determines that the presence of a pet constitutes a risk of damage to LRHA property or creates a threat to the health and safety of any member of the public housing community, or neighborhood, including tenants, household members, guests and/or employees, LRHA may require the removal of the tenant's pet upon 48 hours written notice. Failure to comply with this notice shall be deemed a lease violation. Any violation shall give rise to all appropriate remedies under the lease, including institution of eviction proceedings. In the case of vicious dogs, LRHA may make a complaint to the appropriate local entity.

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated.

14.3.17 Unauthorized Pets

If an unauthorized pet is seen in a tenant's unit, a letter of violation will be given to the tenant. This letter shall state that the tenant must remove the pet within seven business days or eviction proceedings will commence. Seven business days after this letter is given to the tenant, LRHA staff will inspect the unit and verify whether the pet has been removed from the unit.

If the tenant still has the pet or has not otherwise responded to the violation letter, the pet owner will be served with a notice consistent with LRHA's Terminations policy.

In order to avoid termination for an unauthorized pet, the tenant must timely:

- Agree to correct the lease violation;
- Provide alternative evidence and/or explanations;
- Already have corrected the problem; or

- Follow the procedures in the pet policy to submit an application to house a pet.

LRHA staff shall follow-up to verify that the tenant has removed the pet within a week or has otherwise complied with the pet policy. Should the tenant refuse to comply, or if the tenant has been a repeat offender of the pet policy, LRHA will proceed with eviction.

14.3.18 Notice for Pet Removal

If the pet owner and LRHA are unable to resolve the violation or the pet owner fails to correct the violation in the time period allotted by LRHA, LRHA will serve a leave violation notice

The pet owner has 7 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation. The pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy.

14.3.19 Pet Removal

If the death or incapacitation of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if LRHA after reasonable efforts cannot contact the responsible party, LRHA may contact the appropriate state or local agency and request the removal of the pet.

14.3.20 Termination of Tenancy

LRHA may initiate procedures for lease termination based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; or
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

14.3.21 Emergencies

LRHA will take all necessary steps to ensure that pets who become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for LRHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

14.3.22 Pet Deposit

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is the higher of the family's total tenant payment or \$300.00, and must be paid in full before the pet is brought on the premises.

The pet deposit is not part of the rent payable by the resident and is not required for assistance or support animals.

14.3.23 Refund of Pet Deposit

LRHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit or common areas within 15 business days of the move-out inspection or removal of pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

LRHA will provide the resident with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, LRHA will provide a meeting to discuss the charges.

14.3.24 Charges for Pet-Related Damages During Occupancy

All reasonable expenses incurred by LRHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit, common areas or other units damaged by the owner's pet;
- Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment or common area as necessitated by the presence of the pet;
- Short- and long-term pet care or disposition necessitated by the inability or unwillingness of the tenant or tenant's designated caretaker to assume responsibility for the pet; and
- Any pet-related insect infestation. LRHA reserves the right to exterminate and charge the tenant for such services.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with this ACOP. The tenant shall pay promptly, upon receipt of a bill, the cost of all materials and/or labor for repair of any damage caused by the tenant's pet. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the tenant.

14.3.25 Pet Waste Removal Charge

A separate pet waste removal charge of \$12.00 per occurrence may be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, LRHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

Chapter 15: Community Service

15.1 Introduction

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance tenant self-sufficiency, or increase tenant self-responsibility in the community. Community service is not employment and may not include political activities. In administering community service requirements, LRHA will comply with all nondiscrimination and equal opportunity requirements.

In the event that HUD stays the community service requirement, this policy will be suspended, in accordance with any applicable HUD guidelines, until HUD otherwise notifies LRHA.

15.2 Program Design

LRHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

LRHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. LRHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

LRHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, LRHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the LRHA Plan.

LRHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

When LRHA has a ROSS program, a ROSS Service Coordinator, or an FSS program, LRHA will coordinate individual training and service plans (ITSPs) with the community service requirement. Regular meetings with LRHA coordinators will satisfy community service activities and LRHA coordinators will verify community service hours within individual monthly logs.

15.3 Basic Community Service and Self-Sufficiency Requirements

Each adult resident of the PHA, who is not exempt (see [Exempt Tenants](#)), must:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify LRHA in writing within 5 business days of the circumstances becoming known. LRHA will review the request and notify the individual, in writing, of its determination timely. LRHA will require those individuals to provide documentation to support their claim.

Tenants must provide notice to LRHA of a change in exempt status. See policy under Change in Status between Annual Determination.

15.4 Exempt Tenants

An *exempt individual*—that is, a person who is exempt from the CSSR—is an adult who:

- Is 62 years of age or older;
- Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart,
- Is a primary caretaker of a person who is blind or disabled;
- Is engaged in work activities (see [Work Activities](#)) at least 8 hours per week;
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program (i.e., the individual is receiving Temporary Assistance for Needy Families, or TANF); or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program (i.e., the individual is a member of the household where at least one person is receiving TANF or Supplemental Nutrition Assistance Payments, or SNAP, formerly known as food stamps).

15.5 Work Activities

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment;
- Subsidized private-sector employment;
- Subsidized public-sector employment;
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- On-the-job-training;
- Job search and job readiness assistance;
- Community service programs;
- Vocational educational training (not to exceed 12 months with respect to any individual);
- Job skills training directly related to employment;

- Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
- Provision of child care services to an individual who is participating in a community service program.

15.6 Community Service

Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- Nonprofit organizations serving LRHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs;
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts;
- LRHA housing to improve grounds or provide gardens (so long as such work does not alter LRHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board;
- Care for the children of other residents so parent may volunteer.

15.7 Self-Sufficiency Activities

For purposes of satisfying the CSSR, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training;
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers;
- Employment counseling, work placement, or basic skills training;
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes;
- Apprenticeships (formal or informal);

- English proficiency or English as a second language classes;
- Budgeting and credit counseling;
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF);
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).

15.8 Notice Requirements

LRHA will provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis families will be required to certify their CSSR status. Non-exempt individuals will be required to certify the completion of required CSSR hours.

15.9 Determination of Exemption Status and Compliance

LRHA will review and verify family compliance with service requirements prior to the end of the 12-month lease term. Where the lease term does not coincide with the effective date of the annual reexamination, LRHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, LRHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

15.9.1 Determination of Exemption Status

At least 60 days prior to lease renewal, LRHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or LRHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

15.9.2 Determination of Compliance

Approximately 60 days prior to lease renewal, LRHA will require applicable family members to submit documentation to support compliance with the CSSR. The family will have seven business days to submit LRHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe or LRHA-approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies on non-compliance.

15.9.3 Change in Status between Annual Determinations

Exempt to Nonexempt Status

If an exempt individual becomes nonexempt during the 12-month lease term, it is the family's responsibility to report this change to LRHA within seven business days.

Within seven business days of a family reporting such a change, or LRHA's determining such a change is necessary, LRHA will provide written notice of the effective date of the requirement, as

well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following a 30-day notice.

Nonexempt to Exempt Status

If a nonexempt person becomes exempt during the 12-month lease term, it is the family's responsibility to report this change to LRHA within seven business days. Any claim of exemption will be verified by LRHA.

Within seven business days of a family reporting such a change, or LRHA's determining such a change is necessary, LRHA will provide the family written notice that the family member is no longer subject to the community service requirement, if LRHA is able to verify the exemption.

The exemption will be effective immediately.

15.10 Documentation and Verification

If qualifying activities are administered by an organization other than LRHA, a family member who is required to fulfill a service requirement must provide one of the following:

- A signed certification to LRHA by such other organization that the family member has performed such qualifying activities; or
- A signed self-certification to LRHA by the family member that he or she has performed such qualifying activities.

LRHA will ensure the following related to CSSR documentation:

- If anyone in the family is subject to the community service requirement, LRHA will provide the family with community service documentation forms.
- At lease execution and at least 30 days prior to the lease anniversary, each adult member (18 or older) of a Public Housing tenant family must sign an acknowledgement that he/she has received and read the CSSR. Further the tenant acknowledgement includes tenant understanding that failure to comply with the CSSR will result in lease termination.
- At lease execution and at least 30 days prior to the lease anniversary each exempt adult member must provide documentation that they are exempt from the CSSR.
- If LRHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, LRHA has the right to request additional documentation to verify CSSR participation.
- LRHA will retain reasonable documentation of service requirement performance or exemption in participant files.

If a signed self-certification is used to verify CSSR requirements, the signed self-certification must include the following:

- A statement that the tenant completed the number of hours listed on the self-certification and that the statement is subject to the penalties of perjury;
- The name, address, phone number and a contact person at the community service provider or economic self-sufficiency program;

- The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;
- The number of hours and type of activity completed; and
- A certification that the tenant's statement is true.

LRHA will not accept resident self-certifications for residents who are under a community service cure agreement until the resident has completed and LRHA has conducted third-party verification that the resident has completed the required community service hours.

15.10.1 Validating Community Service Self-Certifications

LRHA requests and obtains third-party verification of completion of the CSSR requirements.

If and when LRHA accepts self-certifications to verify completion of CSSR requirements, LRHA will validate a sample of such self-certifications using third-party certification from the organization to verify that the family member has performed such qualifying activities. LRHA will use the HUD sample size requirements to determine the number of self-certification validations to be conducted and will determine a point in time each year to determine the universe and sample size requirement. For example, if the universe of age eligible residents who have submitted self-certifications is forty, LRHA will validate self-certifications for at least 26 of those residents.

The universe of self-certifications will include only residents that submitted a self-certification and should **not** include:

- Residents under 18 or 62 years of age or older;
- Residents that are exempt;
- Residents for which LRHA receives third-party verification of compliance with the CSSR; and
- Residents that did not complete the required CSSR.

To validate a self-certification, LRHA will obtain third-party documentation that contains:

- The name of the organization or person,
- The number of hours completed by the resident,
- A signature from the appropriate staff person within the third-party organization or person,
- Contact information for the third-party organization or person.

LRHA will accept a third-party generated document directly from the third party or from the resident.

15.10.2 Documentation and Verification of Exemption Status

All family members who claim they are exempt from the community service requirement will be required to sign LRHA's community service exemption certification form.

LRHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in [Verification](#).

LRHA will make a final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with LRHA's determination, they can dispute the decision through LRHA's grievance procedures (see [Grievance Procedure](#)).

15.11 Noncompliance

15.11.1 Notice of Noncompliance

In the event a tenant does not provide documentation of the CSSR, the tenant will have seven business days to submit LRHA-required documentation form(s). If the tenant fails to submit the documentation within the required time frame or within any LRHA-approved extension, the tenant will be considered noncompliant with the CSSR and a notice of noncompliance will be issued. The notice of non-compliance will include:

- A brief description of the finding of non-compliance with the CSSR.
- A statement that LRHA will not renew the lease at the end of the current lease term unless the tenant enters into a written cure agreement with LRHA or the family provides written assurance that is satisfactory to LRHA explaining that the non-compliant tenant no longer resides in the unit.

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have seven business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before LRHA will agree to continued occupancy of the family.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required seven business day timeframe, LRHA will terminate tenancy.

15.11.2 Continued Noncompliance

Should a family member refuse to sign a written cure agreement, or fail to comply with the terms of a cure agreement, LRHA must terminate tenancy of the entire family, according to the lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in the chapter on [Lease Terminations](#).

The family will have seven business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before LRHA will agree to continued occupancy of the family.

If the family does not request a grievance hearing, or provide such documentation within the required seven business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

15.12 LRHA Implementation of Community Service

LRHA will not substitute any community service or self-sufficiency activities performed by tenants for work ordinarily performed by LRHA employees, or replace a job at any location where tenants perform activities to satisfy the service requirement.

LRHA will notify its insurance company if residents will be performing community service at LRHA. In addition, LRHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that they are unable to perform community service, LRHA will ensure that requests for reasonable accommodation are handled in accordance with [Fair Housing and Equal Opportunity](#).

Chapter 16: Transfer Policy

16.1 Introduction

This chapter explains LRHA's transfer policy. LRHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

16.2 Types of Transfers

The following are the types of transfers allowed under LRHA's transfer policies.

- Emergency Maintenance;
- Emergency Public Safety;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Transfers to and from Accessible Units
- Occupancy Standards; and
- Reasonable Accommodation.

16.3 Mandatory Transfers

LRHA may require that a tenant transfer to another unit under some circumstances. Transfers required by LRHA are mandatory for the tenant. If a tenant does not move based on a mandatory transfer, LRHA may move to terminate tenancy. A transfer that is required by LRHA is an adverse action and is subject to the notice requirements for adverse actions.

Mandatory transfers are initiated by LRHA management with the forwarding of a Notice of Proposed Action to a tenant. The notice explains the reason for the transfer and informs the residents of the right to a conference within seven (7) business days from the date of the notice, as well as the right to file a grievance in accordance with LRHA's Grievance procedure. If the family requests a grievance hearing within the required timeframe, LRHA may not take action on the transfer until the conclusion of the grievance process.

The following is the list of LRHA mandatory transfers:

- Emergency Maintenance;
- Demolition, Disposition, Revitalization or Rehabilitation;
- Transfer from an Accessible Unit; and
- Occupancy Standards.

LRHA will notify the family timely when an appropriate size unit is available. If the tenant does not transfer to the new unit and completely vacate the current unit within three (3) days of receiving the keys to the new unit, LRHA may terminate the family's lease.

16.3.1 Emergency Maintenance Transfers

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, LRHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. Such alternative accommodations will be made available until the emergency passes, or a permanent solution is possible.

The following are considered emergency circumstance warranting an immediate transfer of the tenant or family:

- Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health, or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, and serious water leaks.

If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, LRHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

LRHA will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency conditions.

16.3.2 Demolition, Disposition, Revitalization or Rehabilitation Transfers

These transfers permit LRHA to demolish, sell or do major capital or rehabilitation work at a building site.

LRHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. LRHA's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

16.3.3 Transfer from an Accessible Unit

When a family is initially given an accessible unit, but does not require the accessible features, LRHA will require the family to agree to move to a non-accessible unit when it becomes available.

When a non-accessible unit becomes available, LRHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. LRHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

16.3.4 Occupancy Standards Transfers

LRHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

- *Overcrowded*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides,
- *Over-housed*: the family no longer qualifies for the bedroom size in which they are living based on LRHA's occupancy standards.

LRHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on LRHA's occupancy standards, when LRHA determines there is a need for the transfer.

LRHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by LRHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in this ACOP. will only be required to transfer if it is necessary to comply with the approved exception.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

16.3.5 Cost of Transfer – Mandatory Transfers

LRHA will bear the reasonable costs of transfers that LRHA requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

LRHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, LRHA will collect information from companies in the community that provide these services.

LRHA will reimburse the family for eligible out-of-pocket moving expenses up to the LRHA's established moving allowance.

16.4 Tenant-Initiated Transfers

Transfers that are tenant initiated are not mandatory. The following is the list of LRHA transfers that are tenant-initiated:

- Emergency Public Safety,
- Reasonable Accommodation.

16.4.1 Emergency Public Safety

There are different types of Emergency Public Safety transfers.

1. A family member is a victim of physical harassment, extreme or repeated vandalism to personal property and/or repeated verbal harassment, intimidation or coercion which places the household member(s) in imminent danger;
2. A household member requests a transfer under Protection from Sexual Violence or Intimidation Act (SVP and PFI) orders.

3. A household member is a victim of domestic violence, dating violence, sexual assault, and/or stalking under VAWA.
4. The household needs to be relocated because of a household member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program.

Where Emergency Public Safety transfers, other than VAWA, are concerned, the following apply:

- The condition(s) must be certified in writing by a local, State or Federal law enforcement agency. The following are examples of the type of documentation required for a family to qualify for this type of transfer: police reports, letter from law enforcement agency describing the situation and the need for a transfer, restraining order;
- It must be determined that the transfer is highly likely to result in an improvement to the tenant's safety; and
- Where appropriate, there must be documentation that the tenant is cooperating with law enforcement in the investigation and prosecution of the crimes that generated the need for the transfer.

In order to request the emergency transfer under VAWA, the resident will be required to submit an emergency transfer request form (HUD-5383). LRHA may, on a case-by-case basis, waive this requirement and accept a verbal request in order to expedite the transfer process. Transfer requests under VAWA will be processed in accordance with LRHA's public housing hierarchy of transfers and LRHA's [VAWA Emergency Transfer Plan](#).

16.4.2 Reasonable Accommodation Transfer

LRHA will transfer families with a member that has a verifiable disability that requires an accommodation that cannot be reasonably provided in the family's existing unit. These transfers are tenant initiated and will be granted only if the tenant demonstrates and LRHA verifies a relationship between their disability and the need for a transfer. All such transfers shall be subject to existing federal, state and local laws.

In case of a reasonable accommodation transfer, LRHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, LRHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

16.4.3 Cost of Transfer – Tenant-Initiated Transfers

The resident will bear all of the costs of transfer s/he requests, except for transfer costs when the transfer is done as a reasonable accommodation.

16.5 Security Deposits – All Transfers

When a family transfers from one unit to another, LRHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

16.6 Transfer and Pending Legal Actions/Termination

As provided for in the lease, any pending legal actions or existing debts will transfer with the resident family in the event a resident family is allowed to transfer. Execution of a new lease does not waive LRHA rights to collect payments due under a prior lease or waive LRHA's rights to pursue termination or eviction actions under a prior lease.

16.7 Verification of Reason for Transfer

Decisions to transfer resident families are based on documented verification supporting the action. Without the required verification, a transfer will not be initiated. Such verifications may include the following, depending on the type of transfer:

- Third-party verification from a healthcare provider verifying the need for an accommodation that cannot be satisfied in the tenant's current unit.
- Medical reports;
- Police reports;
- Proof of familial relationship or custody;
- Divorce decree;
- Change in family composition form;
- Copies of restraining orders;
- Inspection reports;
- For Emergency Public Safety Transfers, certification in writing by a local, state or federal law enforcement agency or VAWA certification;
- Fire department reports;
- Demolition/disposition application filed with HUD; and
- Schedule of work identifying units to be addressed.

16.8 Handling of Transfer Requests

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

LRHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

If the family does not meet the transfer eligibility requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.

LRHA will timely respond after submission of the family's request. If LRHA denies the request for transfer, the family will be informed of its grievance rights.

16.9 Transfer Waiting List

LRHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency maintenance (hazardous maintenance conditions);
2. Emergency public safety;

3. Transfers to make accessible units available;
4. Demolition, renovation, etc.;
5. Reasonable accommodations;
6. Occupancy standards;
7. Other LRHA-required transfers;
8. Other tenant-requested transfers.

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director, LRHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority when necessary to allow LRHA to meet the demolition or renovation schedule.

The following transfers will take precedence over waiting list admissions.

- Emergency maintenance (hazardous maintenance conditions);
- Emergency public safety;
- Transfers to make accessible units available;
- Demolition, renovation, etc.;
- Reasonable accommodations;

The following transfers will be subject to a new admissions/transfer ratio which will be evaluated on an annual basis to achieve occupancy goals.

- Occupancy standards;
- Other LRHA-required transfers;
- Other tenant-requested transfers.

16.10 Transfer Offer Policy

Residents will receive one offer of a transfer.

When the transfer is required by LRHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.

16.11 Good Cause for Unit Refusal

A tenant may refuse a transfer unit offer with verifiable good cause. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption. LRHA will require documentation of good cause for unit refusals.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

- The family demonstrates to LRHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to LRHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.

16.12 Deconcentration

If subject to deconcentration requirements, LRHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the LRHA's deconcentration goals. A deconcentration offer will be considered a *bonus* offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

16.13 Reexamination Policies for Transfers

A full reexamination will be completed at the time of transfer and the reexamination date will be changed to the first of the month in which the transfer took place.

Chapter 17: Lease Terminations

17.1 Introduction

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by LRHA. Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in federally assisted housing. LRHA has the authority to terminate the lease because of the family's failure to comply with regulations, for serious or repeated violations of the terms of the lease, and for other good cause.

17.2 Termination by Resident

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or LRHA central office; sent by pre-paid first-class mail, properly addressed; or emailed to the property manager from the head of household.

If a family desires to move and terminate their tenancy with LRHA, they must give at least 30 calendar days advance written notice to LRHA of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control, LRHA at its discretion, may waive the 30-day requirement.

The notice of lease termination must be signed by the head of household or cohead.

17.3 Mandatory Termination of Assistance

LRHA will terminate assistance in the circumstances outlined below. As applicable, LRHA will use the [Criteria for Terminations](#) and [Charts of Offenses – Denial and Termination](#) in the Appendix, as a guide to determine the number of years which must have elapsed for specific convictions in order to determine grounds for termination of assistance (related to criminal activity) at any time after admission to the public housing program.

- **Failure to Provide Consent.** LRHA will terminate assistance if any family member fails to sign and submit any consent form that they are required to sign for a reexamination. See the section on [Family Consent to Release Information](#) for a complete discussion of consent requirements.
- **Failure to Document Citizenship.** LRHA will terminate assistance if:
 - A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
 - A family submits evidence of citizenship and eligible immigration status in a timely manner, but the United States Citizenship and Immigration Services' (USCIS) primary and secondary verification do not verify eligible immigration status of the family; or
 - A family member, as determined by LRHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

- **Failure to Disclose and Document Social Security Numbers.** LRHA will terminate assistance if any household member fails to disclose the complete and accurate Social Security numbers (SSNs) of each household member and the documentation necessary to verify each Social Security number.

LRHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

See [Social Security Numbers](#) for additional information on providing SSNs.

- **Failure to Accept LRHA's Offer of a Lease Revision.** LRHA will terminate the lease if the family fails to accept LRHA's offer of a lease revision to an existing lease, provided LRHA has done the following:
 - The revision is on a form adopted by LRHA pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments;
 - LRHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and
 - LRHA has specified in the offer a reasonable time limit within that period for acceptance by the family.
- **Methamphetamine Manufacture or Production.** LRHA will terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.
- **Lifetime Registered Sex Offenders.** Should LRHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, LRHA will immediately terminate assistance for the household member.

In this situation, LRHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, LRHA will terminate assistance for the household.

- **Noncompliance with Community Service Requirements.** LRHA is prohibited from renewing the lease at the end of the lease term when the family fails to comply with the [Community Service](#) requirements.
- **Death of the Sole Family Member.** LRHA will immediately terminate the lease following the death of a sole family member. This includes sole family member households that have a live-in aide, as live-in aides are not considered family members, and have no rights as remaining family members.

17.3.1 Mandatory Lease Provisions

LRHA has the discretion to terminate the lease when and if LRHA determines that the resident, a member of the resident's household or guest, or any other person under the resident's control participates in any of the following activities:

- Drug-related criminal activity engaged in on or off the premises;

- Illegal use of a drug or a pattern of illegal use of a drug (*pattern* means more than one incident during the previous six months) that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises;
- Abuse or pattern of abuse of alcohol (*pattern* means more than one incident during the previous six months) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Furnishing false or misleading information concerning illegal drug use or alcohol abuse or rehabilitation.

In each of these cases, LRHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol. However, a record or records of arrest(s) will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate assistance, LRHA will consider alternatives as described in [Criteria for Deciding to Terminate Assistance](#). Upon consideration of such alternatives and factors, LRHA may, on a case-by-case basis, choose not to terminate assistance.

17.3.2 Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions

In addition, LRHA may terminate the lease for other grounds that constitute serious or repeated violations of material terms of the lease or for other good cause (see [Other Authorized Reasons for Termination](#)).

LRHA will terminate the lease for the following violations of tenant obligations under the lease:

- Failure to make payments due under the lease, including nonpayment of rent.
- Repeated late payment of rent or other charges. Three late payments within a 12 month period shall constitute a repeated late payment.
- Failure to fulfill the following household obligations:
 - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
 - Not to provide accommodations for boarders or lodgers.
 - To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
 - To abide by necessary and reasonable regulations promulgated by LRHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.
 - To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

- To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
- To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest.
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

Upon consideration of alternatives and factors, LRHA may, on a case-by-case basis, choose not to terminate assistance.

Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

17.3.3 Other Authorized Reasons for Termination

HUD authorizes LRHA to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as *other good cause*. LRHA will terminate the lease for the following reasons:

- **Fugitive Felon or Parole Violator.** If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
- **Persons subject to sex offender registration requirement.** If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
- Discovery after admission of facts that made the tenant ineligible.
- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for LRHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size.
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by LRHA that such a dwelling unit is available.

- Failure to permit access to the unit by LRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
- Failure to promptly inform LRHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within seven (7) business days of the event.
- Failure to abide by the provisions of LRHA pet policy (see the chapter on [Assistance Animals and Pets](#)).
- If the family has breached the terms of a repayment agreement entered into with LRHA.
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward LRHA personnel.
- If a household member or guest discharges or threatens to discharge a firearm of any type and/or uses or threatens to use a knife, club, or any other weapon against any person on LRHA's property.

Upon consideration of alternatives and factors, LRHA may, on a case-by-case basis, choose not to terminate assistance.

Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as *other good cause* for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence.

17.3.4 Family Absence from the Unit

It is reasonable that the family may be absent from the public housing unit for brief periods. However, LRHA has a policy on how long the family may be absent from the unit (see [Absence from the Unit](#)). *Absence* in this context means that no member of the family is residing in the unit. If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, LRHA will terminate the lease for other good cause.

Abandonment of the unit. If the family appears to have vacated the unit without giving proper notice, LRHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, LRHA will secure the unit immediately to prevent vandalism and other criminal activity.

17.3.5 Over-Income Families

In accordance with the regulations at 24 CFR 960.507(d), LRHA shall terminate the lease if a family's income has exceeded the over-income limit for 24 consecutive months (24-month grace period). LRHA will provide notice to the family once they have determined the family has exceeded the over-income limit for 24 consecutive months. LRHA will terminate the lease within six (6) months of this notice. Families may request an interim recertification during the period between notice and termination; however, decreases in income during this period will not forestall the family's termination.

See Section 13.3, [Over-Income Families](#) for additional details on requirements for notifying, tracking and recertifying over-income families during the 24-month grace period.

17.4 Alternatives to Termination of Occupancy

Upon consideration of alternatives to termination of tenancy and factors surrounding the violation, LRHA may, on a case-by-case basis, choose not to terminate the lease subject to approval by LRHA's Executive Director or their designee to give such approvals.

17.4.1 Exclusion of Culpable Household Member

As an alternative to termination of the lease for criminal activity or alcohol abuse, LRHA may consider exclusion of the culpable household member. Such an alternative can be used for any other reason where such a solution appears viable in accordance with LRHA policies.

LRHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon LRHA request.

17.4.2 Repayment of Family Debts

If a family owes amounts to LRHA, as a condition of continued occupancy, LRHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from LRHA of the amount owed (see [Debts Owed to LRHA](#)).

17.5 Criteria for Deciding to Terminate Assistance

17.5.1 Evidence

LRHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

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

17.5.2 Consideration of Circumstances

LRHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the following lease provisions or any other reason:

- The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property.
- The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking.
- The effects that the eviction will have on other family members who were not involved in the action or failure to act.

- The effect on the community of the termination, or of LRHA's failure to terminate the tenancy.
- The effect of LRHA's decision on the integrity of the public housing program.
- The demand for housing by eligible families who will adhere to lease responsibilities.
- The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.
- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future.
- While a record or records of arrest(s) will not solely be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, LRHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. LRHA may also consider:
 - Any statements made by witnesses or the participant not included in the police report;
 - Whether criminal charges were filed;
 - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal;
 - Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity.
- Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family.

17.5.3 Consideration of Rehabilitation

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, LRHA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose LRHA will require the tenant to submit evidence of the household member's current participation in, or successful completion of a supervised drug or alcohol rehabilitation program. or evidence of otherwise having been rehabilitated successfully.

17.5.4 Reasonable Accommodations

If the family includes a person with disabilities, LRHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, LRHA will determine whether the behavior is related to the disability. If so, upon the family's request, LRHA will determine whether alternative measures are appropriate as a reasonable accommodation. LRHA will only consider accommodations that can

reasonably be expected to address the behavior that is the basis of the proposed lease termination.

17.5.5 Nondiscrimination Limitation

LRHA's eviction actions must be consistent with fair housing and equal opportunity requirements of federal, state and local law and applicable HUD regulations.

17.5.6 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

For policies concerning terminations related to domestic violence, dating violence, sexual assault, or stalking, see:

- **Prohibition Against Termination of Assistance Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking**, and
- **Terminating Tenancy of a Domestic Violence Offender**.

Limits on VAWA Protections

While VAWA prohibits LRHA from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit the otherwise available authority of LRHA to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, or stalking provided that LRHA does not subject the victim to a more demanding standard than the standard to which it holds other residents.
- VAWA does not limit LRHA's authority to terminate the tenancy of any public housing resident if LRHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.

HUD regulations authorize LRHA to terminate the victim's assistance when a victim poses an actual and imminent threat "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat." Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents".

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, LRHA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;
- Whether the threat is a physical danger beyond a speculative threat;
- Whether the threat is likely to happen within an immediate time frame;

- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

If the tenant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, LRHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies under [Victim Documentation](#). LRHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, LRHA will document the waiver in the individual's file.

17.6 Conducting Criminal Records Checks

HUD authorizes LRHA to conduct criminal records checks on public housing residents for lease enforcement and eviction. LRHA policy determines when LRHA will conduct such checks.

LRHA will conduct criminal records checks when it has come to the attention of LRHA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis. LRHA not pass along to the tenant the costs of a criminal records check.

17.7 Disclosure of Criminal Records to the Family

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, LRHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given seven (7) business days from the date of LRHA notice, to dispute the accuracy and relevance of the information. If the family does not contact LRHA to dispute the information within that seven-business day period, LRHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

17.8 Lease Termination Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and the resident's right to examine LRHA documents directly relevant to the termination or eviction. If LRHA does not make the documents available for examination upon request by the resident, LRHA may not proceed with the eviction. If LRHA offers remote hearings, the notice will also state that the resident may request a remote hearing.

If LRHA will require that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the

hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that LRHA will provide technical assistance, if needed, before the hearing.

When LRHA is required to offer the resident an opportunity for a grievance hearing, the notice will also inform the resident of their right to request a hearing in accordance with LRHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired or the grievance procedure has been completed.

When LRHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens the health, safety or the right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the resident is not entitled to a grievance hearing on the termination. It will specify the judicial eviction procedure to be used by LRHA for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice will also state whether the eviction is for a criminal activity that threatens the health, safety, or the right to peaceful enjoyment of the premises of other residents or employees of LRHA, or for a drug-related criminal activity on or off the premises.

LRHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, or stalking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with policies under [Violence Against Women Act Protections](#).

17.8.1 Timing of the Notice

LRHA will give written notice of 14 calendar days for nonpayment of rent. For all other lease terminations, LRHA will give 30 days' written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

17.8.2 Notice of Nonrenewal Due to Community Service Noncompliance

When LRHA finds that a family is in noncompliance with the [Community Service](#) requirement, the tenant and any other noncompliant resident must be notified in writing of this determination.

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance.

17.8.3 Notice of Termination Based on Citizenship Status

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply:

- The family's eligibility for proration of assistance,
- The criteria and procedures for obtaining relief under the provisions for preservation of families,
- The family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and
- The family's right to request an informal hearing (see [Hearings and Appeals for Noncitizens](#)) with LRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

17.9 Eviction

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. LRHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, LRHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, LRHA will seek the assistance of the court to remove the family from the premises as per state and local law.

LRHA may not proceed with an eviction action if LRHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents.

17.10 Notification to the Post Office

When LRHA evicts an individual or family for criminal activity, including drug-related criminal activity, LRHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

17.11 Record Keeping

A written record of every termination and/or eviction will be maintained by LRHA at the development where the family was residing, and will contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905);
- Date and method of notifying the resident; and
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Chapter 18: Informal Hearings

18.1 Overview

This chapter discusses appeals pertaining to LRHA actions or failures to act that adversely affect public housing applicants or residents. There is a separate process for each of the following:

- Informal hearings for applicants; and
- Hearings and appeals for noncitizens.

Grievances for public housing residents may be found in the chapter on the [Grievance Procedure](#).

18.2 Informal Hearings for Applicants

Informal hearings are provided for public housing applicants. An *applicant* is someone who has applied for admission to the public housing program but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project. Applicants to public housing are not entitled to the same hearing process afforded tenants under LRHA grievance procedures.

LRHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

18.2.1 Notice of Denial

LRHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for LRHA's decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing. As applicable, LRHA's notice of denial will include information about required or requested remote informal hearings.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See [Criminal Background Screening](#) for details concerning this requirement.

18.2.2 Scheduling an Informal Hearing

Applicants must submit their request for an informal hearing in writing to LRHA within seven (7) business days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, LRHA will schedule and notify the applicant of the place, date, and time of the informal hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the review in advance due to the nature of the conflict, LRHA will reschedule the informal hearing.

If the family does not appear within 20 minutes of the second scheduled time, and was unable to reschedule the review in advance due to the nature of the conflict, the family must contact LRHA within 24 hours of the scheduled informal hearing date, excluding weekends and holidays. The review will be rescheduled only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show

good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, LRHA's decision will stand.

If the informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

- Regarding the processes involved in a remote informal hearing;
- That LRHA will provide technical assistance prior to and during the informal hearing, if needed; and
- That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform LRHA and LRHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate.

18.2.3 Informal Hearing Procedures

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to LRHA's decision.

The person conducting the informal hearing will make a recommendation to LRHA, but LRHA is responsible for making the final decision as to whether admission should be granted or denied.

18.2.4 Conducting Remote Informal Hearings

HUD allows LRHA to conduct all or a portion of its informal hearings remotely either over the phone, via video conferences, or through other virtual platforms. If LRHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

LRHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

Additionally, LRHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. LRHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

18.2.5 Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities.

LRHA may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, LRHA may not hold against the individual his or her inability to participate in the remote informal hearing, and LRHA should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation.

18.2.6 Informal Hearing Decision

In deciding the informal hearing, LRHA will evaluate the following issues:

- Whether or not the grounds for the denial were stated factually in the notice to the family.
- The validity of the grounds for denial of admission. If the grounds for denial are not specified in the regulations and/or this Admissions and Continued Occupancy Policy (ACOP), then the decision to deny assistance will be overturned.
- The validity of the evidence; LRHA will evaluate whether the facts presented prove the grounds for denial of admission.
 - If the facts prove that there are grounds for denial, and the denial is required by HUD, LRHA will uphold the decision to deny admission.
 - If the facts prove the grounds for denial, and the denial is discretionary, LRHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

LRHA will timely notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed timely to the applicant and their representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal hearing, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

18.2.7 Reasonable Accommodation for Persons with Disabilities

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and LRHA must consider such accommodations. LRHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

18.3 Hearings and Appeals for Noncitizens

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while LRHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or LRHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

18.3.1 Notice of Denial or Termination of Assistance

The notice of denial or termination of assistance for non-citizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance;
- The family may be eligible for proration of assistance;
- In the case of a tenant, the criteria and procedures for obtaining relief fund the provisions for preservation of families;
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal;
- That the family has a right to request an informal hearing with LRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal;
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

18.3.2 USCIS Appeal Process

When LRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, LRHA will notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide LRHA with a copy of the written request for appeal and the proof of mailing.

LRHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide LRHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to LRHA, of its decision. When the USCIS notifies LRHA of the decision, LRHA will notify the family of its right to request an informal hearing.

LRHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

18.3.3 Informal Hearing Procedures for Applicants Based on Citizenship

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that LRHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of LRHA notice of denial or termination, or within 30 days of receipt of the USCIS appeal decision.

18.3.4 Informal Hearing Officer

LRHA will provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

18.3.5 Evidence – Citizenship Appeals

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of LRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The family will be allowed to copy any documents related to the hearing. The family must request discovery of LRHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family will be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family will also be provided the opportunity to refute evidence relied upon by LRHA, and to confront and cross-examine all witnesses on whose testimony or information LRHA relies.

18.3.6 Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, LRHA will provide competent interpretation services, free of charge. The family may also or instead provide its own interpreter, at the expense of the family.

18.3.7 Recording and Transcript

The family is entitled to have the hearing recorded. LRHA may, but is not required to provide a transcript of the hearing.

18.3.8 Hearing Decision

LRHA will provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The final decision notice must state the basis for the decision.

A decision against a family member does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

18.3.9 Informal Hearing Procedures for Tenants Based on Citizenship

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that LRHA provide a hearing. The request for a hearing must be made either within

30 days of receipt of LRHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to resident families whose tenancy is being terminated based on immigration status, see [Grievance – Public Housing Residents](#).

A decision against a family member does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

18.3.10 Retention of Documents

LRHA will retain for a minimum of five years the following documents that may have been submitted to LRHA by the family, or provided to LRHA as part of the USCIS appeal or LRHA informal hearing process:

- The application for assistance;
- The form completed by the family for income reexamination;
- Photocopies of any original documents, including original USCIS documents;
- The signed verification consent form;
- The USCIS verification results;
- The request for an USCIS appeal;
- The final USCIS determination;
- The request for an informal hearing;
- The final informal hearing decision.

Chapter 19: Grievance Procedure

19.1 Grievance – Public Housing Residents

LRHA has a grievance procedure (see [Grievance Procedure](#)) in place through which residents are provided an opportunity to grieve any LRHA action or failure to act involving the lease or LRHA policies which adversely affect their rights, duties, welfare, or status.

LRHA's grievance procedure is incorporated by reference in the tenant lease.

Residents and resident organizations will have 30 calendar days from the date they are notified by LRHA of any proposed changes in LRHA grievance procedure, to submit written comments to LRHA.

19.2 Applicability

LRHA is located in a HUD-declared due process state. Therefore, LRHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees LRHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

19.3 Remote Hearings

LRHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, LHRA may conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability or if the tenant believes an in-person hearing would create an undue health risk. LHRA will consider other reasonable requests for a remote hearing on a case-by-case basis.

Chapter 20: Rental Assistance Demonstration (RAD)

20.1 Overview

Under the Rental Assistance Demonstration Program (RAD), subject to HUD approval, LRHA may convert existing PH developments, including scattered site developments, to long-term, project-based Section 8 rental assistance contracts. In developing plans for RAD conversions, LRHA will comply with all applicable HUD requirements, including those contained in the PIH Notice 2019-23 Issued: 09/05/2019 and any successor notices. The policies in this chapter cover Part 1 RAD conversions from Public Housing to RAD PBV.

20.2 Public Housing Households Right to Return

Households living in PH developments have a right to return post conversion as defined in the HUD RAD Notice and HUD Relocation Notice. Any family that may need to temporarily be relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the covered project once rehabilitation or construction is completed. Permanent involuntary displacement of tenants may not occur as a result of a project's conversion of assistance, including, but not limited to, as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

20.3 Policies for Tenants of RAD-Converted Developments

Upon completion of conversion to RAD, tenants of the converted development are considered participants in the HCV program and are no longer considered PH tenants. LRHA has developed policies that apply to tenants of developments that have been converted to RAD. Such policies can be found in LRHA's Housing Choice Voucher Program Administrative Plan.

20.4 Waiting Lists

When LRHA converts a new or existing PH development under RAD which does not have an existing Site-Based Waiting List, LRHA will establish a waiting list and will follow the policies in its Administrative Plan regarding establishing and administering the waiting list.

20.5 Transfers to and from PH and RAD Developments

Prior to the date of conversion, tenants who voluntarily elect not to return to the development following conversion to RAD and who wish to remain PH tenants will be given a preference for a transfer to another PH development.

20.6 Grievance Procedures

Lease termination at conversion is not an adverse action. 24 CFR 966.4(e) (8) (i) classifies lease terminations as adverse actions for which a tenant can seek a hearing under LRHA's grievance procedure. Public housing lease terminations that occur as part of a RAD conversion do not qualify as an adverse action, provided that the tenants are provided with a notice of termination in accordance with 24 CFR 966.4(l) (3) as well as information on when and how they will receive their new Section 8 lease, which must be effective the same date the HAP contract becomes effective. Grievance procedure requirements do not apply to these lease terminations.

Chapter 21: Program Integrity

21.1 Introduction

LRHA is committed to ensuring that subsidy funds made available to LRHA are spent in accordance with HUD requirements. Further, LRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter covers HUD and LRHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

21.2 Preventing Errors and Program Abuse

To ensure that LRHA's public housing program is administered effectively and according to the highest ethical and legal standards, LRHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenants.

LRHA will work to increase tenant awareness of the importance of program integrity using a variety of methods, including but not limited to, briefing sessions, distribution of informational brochures, use of instructive signs and warnings, and employee training.

For purposes of this chapter, the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

21.3 Detecting Errors and Program Abuse

In addition to taking steps to prevent errors and program abuse, LRHA will use a variety of activities to detect errors and program abuse. LRHA will also encourage staff, residents, and the public to report possible program abuse.

21.3.1 Quality Control and Analysis of Data

LRHA will employ a variety of methods to detect errors and program abuse.

- LRHA routinely will use available sources of upfront income verification to compare with family-provided information.
- At each regular reexamination, current information provided by the family will be compared to information provided at the last regular reexamination to identify inconsistencies and incomplete information.
- LRHA will compare family-reported income and expenditures to detect possible unreported income.

21.3.2 Audits and HUD Monitoring

Notice PIH 2015-16 requires all PHAs that expend \$750,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of LRHA activities and notifies LRHA of errors and potential cases of program abuse.

LRHA will use the results reported in any internal, independent, or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of LRHA's error detection and abuse prevention efforts.

21.3.3 EIV Reports

LRHA will review EIV reports as required by HUD and ensure any corrections are made within 60 calendar days from identification of the discrepancy.

In the case of any discrepancies between what is reported by the household and what the EIV shows, LRHA will follow the protocol as outlined in this chapter.

21.4 Investigation

LRHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for LRHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

LRHA will investigate when inconsistent information related to the family that is identified through file reviews and the verification process.

Investigated complaints may include, but are not limited to, the following:

- Unreported income;
- Fraud;
- Failure to report a change in household composition;
- Unauthorized occupancy;
- Subletting;
- Tenant vacating without notice;
- Illegal drug activity;
- Violent criminal activity;
- Activities that threaten the right to peaceful enjoyment of the premises by other residents; and
- Nuisance.

21.4.1 Consent to Release of Information

LRHA may investigate possible instances of error or abuse using all available LRHA and public records. If necessary, LRHA will require families to sign consent forms for the release of additional information.

21.4.2 Analysis and Findings

LRHA will base its evaluation on a preponderance of the evidence collected during its investigation. See policies on [Evidence](#) for a definition of *preponderance of evidence*.

For each investigation LRHA will determine:

- Whether an error or program abuse has occurred;
- Whether any amount of money is owed to LRHA; and
- Which corrective measures or penalties will be assessed.

21.4.3 Consideration of Remedies

All errors and instances of program abuse will be corrected. Whether LRHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, LRHA may take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members;
- Any special circumstances surrounding the case;
- Any mitigating circumstances related to the disability of a family member;
- The effects of a particular remedy on family members who were not involved in the offense.

21.4.4 Notice and Appeals

LRHA will timely inform the relevant party in writing of its findings and remedies. The notice will include:

- A description of the error or program abuse;
- The basis on which LRHA determined the error or program abuses;
- The remedies to be employed; and
- The family's right to appeal the results through the informal hearing or grievance hearing (see [Informal Hearings for Applicants](#) and [Grievance Procedure](#) for residents).

21.5 LRHA-Caused Errors or Program Abuse

The responsibilities and expectations of LRHA staff with respect to normal program administration are discussed throughout this Admissions and Continued Occupancy Policy (ACOP). This section specifically addresses actions of a LRHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in LRHA personnel policy.

LRHA-caused incorrect subsidy determinations include, but are not limited to:

- Failing to correctly apply program rules regarding household composition, income, assets, and/or deductions; and
- Errors in calculation.

21.5.1 Prohibited LRHA Staff Actions

Any of the following will be considered evidence of program abuse by LRHA staff:

- Failing to comply with any public housing program requirements for personal gain;
- Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or participant;
- Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to LRHA;
- Disclosing confidential or proprietary information to outside parties;

- Gaining profit as a result of insider knowledge of LRHA activities, policies, or practices;
- Misappropriating or misusing public housing funds;
- Destroying, concealing, removing, or inappropriately using any records related to the public housing program;
- Committing any other corrupt or criminal act in connection with any federal housing program;
- Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment;
- Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment, where LRHA knew or should have known such harassment was occurring;
- Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment.

21.5.2 De Minimis Errors

LRHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A *de minimis error* is an error where the LRHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

LRHA will take corrective action to credit or repay a family if the family was overcharged rent, including when LRHA makes de minimis errors in the income determination, as noted in **Corrections** below.

21.5.3 Corrections

The family is not required to repay an underpayment of rent if the error or program abuse is caused by LRHA staff.

LRHA will reimburse a family for any family overpayment of rent and/or underpayment of utility reimbursement, regardless of whether the incorrect payment was the result of staff-caused error or staff program abuse, or a de minimis error.

21.6 Family-Caused Errors and/or Program Abuse

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows LRHA to use incorrect information provided by a third party.

LRHA will not reimburse the family for any overpayment of rent when the family causes the overpayment.

21.6.1 Prohibited Family Actions

An applicant or resident family must not knowingly engage in any public housing program abuse, including but not limited to making a false statement to LRHA, providing an incomplete or false information to LRHA, and/or committing fraud, bribery, or any other corrupt or criminal act in connection with an application for assistance or with reexamination of income. Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to LRHA Board of Commissioners, employees, contractors, or other LRHA representatives;
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to LRHA on the family's behalf;
- Use of a false name or the use of falsified, forged, or altered documents;
- Intentional misreporting of family information or circumstances (e.g., income, family composition);
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income);
- Admission of program abuse by an adult family member;

LRHA may determine other actions to be program abuse based upon a preponderance of the evidence.

21.6.2 Applicant/Resident Penalties for Program Abuse

In the case of program abuse caused by a family, LRHA may, at its discretion, impose any of the following remedies.

- Require the family to repay any amounts owed to the program;
- Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit;
- Deny admission or terminate the family's lease (see [Lease Terminations](#)); or
- Refer the family for state or federal criminal prosecution.

21.6.3 Family Reimbursement to LRHA

In the case of family-caused errors, program abuse, or resumption of minimum rent after a temporary hardship, the family will be required to repay all amounts due. LRHA may, but is not required to, offer the family a repayment agreement. If the family fails to repay the amount due or refuses to enter into an offered repayment agreement, LRHA may terminate the family's assistance.

21.7 Debts Owed to LRHA

Households must pay all debts owed to LRHA regardless of whether a repayment agreement is offered. All payments to LRHA will be first applied to all past due balances and then to current rent due.

When a family refuses to repay monies owed to LRHA, LRHA may use other available collection alternatives.

21.7.1 Applicant Debt

When an applicant currently owes LRHA money from a previous public housing residency, HCV program participation, or participation in any other subsidized housing program, they must fully repay the debt. See [Debt Screening](#) for policies on applicant repayment of prior debt.

21.7.2 Resident Debt

Residents are required to reimburse LRHA if they were charged less rent than required by LRHA's rent formula due to the resident's underreporting or failure to report income. Families will be required to reimburse LRHA for the difference between what the rent should have been against the family rent that was charged and paid. This amount is referred to as *retroactive rent*. LRHA will determine retroactive rent as far back as LRHA has documentation of family reported income.

21.8 Determining Fraud

LRHA must determine whether any incorrect reporting was intentional or unintentional. Regardless of that determination, residents must repay the full amount owed or enter a repayment agreement (if offered by LRHA) within 30 days of receiving notice of the debt. In cases where the incorrect reporting was unintentional and the family has not otherwise a committed program violation where termination is required, LRHA will offer the family a repayment agreement. In all other circumstances involving incorrect reporting by the family, LRHA may offer a repayment agreement at its sole discretion.

21.8.1 Factors Used to Determine Whether Misreporting is Intentional or Unintentional

When deciding whether the family's reporting was intentional or unintentional, and whether to enter into a repayment agreement with the family, LRHA will consider the family's history of meeting its family obligations under the housing program, including any history of fraud. LRHA will consider the facts as noted under [Consideration of Remedies](#); additionally, it will consider:

- The amount owed by the family;
- The reason for the debt;
- The family's current and potential income and expenses; and
- Any other information that is relevant to the case.

21.8.2 Intentional Misreporting

Misreporting will be considered **intentional** and fraudulent when the resident:

- Knowingly provides inaccurate or incomplete information;
- Knowingly allows LRHA to use incorrect information provided by a third party; and/or
- Fails to report when required any income or household composition changes that would result in an increase in the family rent when the act was done repeatedly (i.e., not a one-time or accidental occurrence) or there was prior determination of fraudulent intent or conviction.

LRHA will substantiate fraud/intentional incorrect reporting through documentation. See [LRHA Actions When Misreporting is Determined](#).

21.8.3 Unintentional Misreporting

Misreporting will be considered **unintentional** when a resident's failure to report information was not done deliberately or with an intention to deceive. See [LRHA Actions When Misreporting is Determined](#).

21.8.4 LRHA Actions When Misreporting is Determined

Regardless of the amount owed, LRHA will send a notice to the family to contact the agency concerning the debt.

In cases of substantiated fraud/intentional misreporting, LRHA may terminate the household's tenancy and may file a civil and/or criminal action for recovery of underpayment of rent. LRHA may at its sole discretion take any of the actions as described in this ACOP.

21.9 Repayment Agreements

The term *repayment agreement* refers to a formal document signed by the resident and LRHA in which the resident acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

All repayment agreements will be in writing and will be signed and dated by the head of household and LRHA. Additionally, repayment agreements will include the amount owed, down payment, monthly repayment payments and related time periods for such payments.

Where renegotiation of the terms of a repayment agreement is concerned, this may be at the family's request or by LRHA. For example, if a family's income decreases, the family may request renegotiation, and if a family's income increases, LRHA may initiate renegotiation of the repayment agreement.

The circumstances in which LRHA will not enter into a payment agreement are, as follows:

- If the family already has a payment agreement in place;
- If the family has had a prior incident of under-reported or unreported income;
- If the amount exceeds the federal or state threshold for criminal prosecution.

21.9.1 Repayment Agreement Terms

The maximum length of time LRHA will enter into a payment agreement with a family is three years. All payments are due by the close of business on the first day of the month. If the first does not fall on a business day, the due date is the close of business on the first business day after the first.

For all repayment agreements, the family must make a down payment equal to at least 20 percent of the amount owed; however, a family may make an initial payment beyond what LRHA requires in order to reduce or eliminate the monthly repayment amount. The remaining balance of the debt must be paid within three years. However, LRHA reserves the right to modify the maximum term or amount on a case-by-case basis. Terms may be renegotiated if a household's income increases or decreases.

If a family can provide evidence satisfactory to LRHA that the threshold applicable to the family's debt would impose an undue hardship, LRHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable and/or lengthen the time in which the debt must be paid. In making its determination, LRHA will consider all relevant information, including the following:

- The amount owed by the family to LRHA;

- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control;
- The family's current and potential income and expenses;
- The family's current family share;
- The family's history of meeting its financial responsibilities.

21.9.2 Late or Missed Payments

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by LRHA, LRHA will send the family a delinquency notice giving the family 10 business days to make the late payment.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and LRHA will terminate tenancy in accordance with the policies in the ACOP.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and LRHA will terminate tenancy in accordance with the policies in the ACOP.

21.9.3 Transfers and Payment Agreements

If the family requests a transfer and has a payment agreement in place and the payment agreement is in arrears, the family will not be permitted to move. Exceptions for families who are in arrears will be considered on a case-by-case basis and make take into account situations including but not limited to emergencies, reasonable accommodations and occupancy standards.

21.9.4 Limit on the Number of Repayment Agreements Allowed

LRHA will not enter into more than one repayment agreement with a family. If there is a second incidence of unreported or underreported income, LRHA will terminate the family's tenancy in accordance with the policies in this ACOP. LRHA may also pursue other modes of collection.

21.9.5 Consequences of Nonpayment/Default

If the family refuses to repay the debt, refuses to enter into an offered repayment agreement, or breaches a repayment agreement (including failure to make payments as required), LRHA may terminate the family's assistance in accordance with LRHA's lease termination policies. LRHA may also pursue other modes of collection. LRHA will not offer any LRHA-sponsored amnesty or debt forgiveness programs.

If a family enters into a repayment agreement but does not make monthly payments as required, the family will only be considered in default if the debt is not repaid in full at the end of the six-month period (or LRHA agreed-upon time as applicable).

If a family that is being terminated for failure to pay a debt in full, pays the entire debt in full on or before the date of the termination hearing, the family may be reinstated to the program.

21.10 Grievance Hearings

Households may request an informal hearing or grievance hearing on any adverse action in accordance with [Informal Hearings for Applicants](#) or [Grievance Procedure](#) (for residents), as

applicable. However, households may not request a hearing regarding the existence of a repayment agreement.

21.11 Criminal Prosecution

When LRHA determines that program abuse has occurred by a family or LRHA staff member and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, LRHA will refer the matter to the appropriate entity for prosecution.

When the amount of underpaid rent meets or exceeds the federal threshold or \$25,000, whichever is lower, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

21.12 Recovery of Funds

If LRHA enters into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family, LRHA may retain 100 percent of program funds that it recovers.

If LRHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through LRHA's grievance process.

21.13 Public Housing Assessment System (PHAS)

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

21.13.1 PHAS Indicators

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. LRHA's performance is based on a combination of all four indicators.

Indicator 1: Physical condition of the PHA's projects Maximum Score: 40 • The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of habitable dwelling units. • To determine the physical condition of a PHA's projects, inspections are performed using the National Standards for the Inspection of Real Estate (NSPIRE). The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in each project in the PHA's public housing portfolio.
Indicator 2: Financial condition of the PHA's projects Maximum Score: 25 • The objective of this indicator is to measure the financial condition of the PHA's public housing projects for the purpose of evaluating whether the PHA has sufficient financial

resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair. • A PHA's financial condition is determined by measuring each public housing project's performance in each of the following sub-indicators: quick ratio, months expendable net assets ratio, and debt service coverage ratio.
Indicator 3: Management operations of the PHA's projects Maximum Score: 25 • The objective of this indicator is to measure certain key management operations and responsibilities of a PHA's projects for the purpose of assessing the PHA's management operations capabilities. • Each project's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable, and accounts payable. • An on-site management review may be conducted as a diagnostic and feedback tool for problem performance areas, and for compliance. Management reviews are not scored.
Indicator 4: Capital Fund Maximum Score: 10 • The objective of this indicator is to measure how long it takes the PHA to obligate capital funds and to occupy units. • LRHA's score for this indicator is measured at the PHA level and is based on the following sub-indicators: timeliness of fund obligation and occupancy rate.

21.13.2 PHAS Scoring

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the sub-indicators under each indicator. LRHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores. PHAS scores translate into a designation for each PHA as high performing, standard, substandard, or troubled.

LRHA will post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation.

Appendix A: Glossary

1. **Abusive or violent behavior towards LRHA personnel.** This includes verbal as well as physical abuse or violence. Use of racial epithets or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
2. **Accessible.** The facility or portion of the facility can be approached, entered, and used by persons with disabilities.
3. **Actual and Imminent Threat:** A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
4. **Adjusted income.** Annual income, less allowable HUD deductions and allowances.
5. **Affiliated Individual:** With respect to a person, a spouse, parent, brother or sister, or child of that individual, or an individual to whom that person stands in the position or place of a parent; or, any individual, tenant or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.
6. **Annual.** Happening once a year.
7. **Annual contributions contract (ACC).** The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.
8. **Annual income.** See [Annual Income](#).
9. **Applicant (applicant family).** A family that has applied for admission to a program but is not yet a participant in the program.
10. **As-paid states.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
11. **Assets.** (See [Net family assets](#).)
12. **Auxiliary aids.** 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 receiving federal financial assistance.
13. **Biennial.** Happening every two years.
14. **Bifurcate.** With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
15. **Ceiling rent.** The highest rent amount the PHA will require a family to pay, for a particular unit size, when the family is paying an income-based rent.
16. **Child.** A member of the family other than the family head or spouse who is under 18 years of age.

17. **Child care expenses.** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
18. **Citizen.** A citizen or national of the United States.
19. **Co-head.** An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.
20. **Computer match.** The automated comparison of databases containing records about individuals.
21. **Consent form.** Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms may expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.
22. **Covered families.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.
23. **Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
24. **Day laborer.** An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
25. **De minimis error.** An error that results in a difference in the determination of a family's adjusted income of \$30 or less per month.
26. **Dependent.** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.
27. **Dependent child.** In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.
28. **Disability assistance expenses.** Reasonable expenses that, when combined with health and medical care expenses, exceed the HUD-determined percentage of income and are

anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

- 29. **Disabled family.** A family whose head, co-head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
- 30. **Disabled person.** See [Person with disabilities](#).
- 31. **Disallowance.** Exclusion from annual income.
- 32. **Displaced family.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
- 33. **Domestic violence.** See [Domestic Violence](#) in the [Fair Housing and Equal Opportunity](#) chapter.
- 34. **Domicile.** The legal residence of the household head or spouse as determined in accordance with state and local law.
- 35. **Drug.** A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- 36. **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.
- 37. **Earned income.** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- 38. **Economic abuse.** See [Economic Abuse](#) in the [Fair Housing and Equal Opportunity](#) chapter.
- 39. **Economic self-sufficiency program.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).
- 40. **Effective date.** The *effective date* of an examination or reexamination refers to: (i) in the case of an examination for admission, the date of initial occupancy and (ii) in the case of reexamination of an existing tenant, the date the redetermined rent becomes effective.
- 41. **Elderly family.** A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
- 42. **Elderly person.** An individual who is at least 62 years of age.

43. **Eligible family.** A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also [Family](#).
44. **Employer identification number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.
45. **Evidence of citizenship or eligible status.** The documents which must be submitted as evidence of citizenship or eligible immigration status. See 24 CFR 5.508(b).
46. **Extremely low-income family.** A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.
47. **Facility.** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.
48. **Fair Housing Act.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
49. **Fair market rent (FMR).** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR Part 888.
50. **Family.** Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
- A single person, who may be:
 - An elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act and is homeless at age 16 or older; or
 - A group of persons residing together, and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - An elderly family;
 - A near-elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a tenant family.
 - A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have

lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

51. **Family self-sufficiency program (FSS program).** The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).
52. **Federal agency.** A department of the executive branch of the federal government.
53. **Flat rent.** Established by the PHA for each public housing unit; a rent based on the market rent charged for comparable units in the unassisted rental market, set at no less than 80 percent of the applicable Fair Market Rent (FMR), and adjusted by the amount of the utility allowance, if any.
54. **Foster adult.** A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.
55. **Foster child.** A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
56. **Foster child care payment.** A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.
57. **Full-time student.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). See 24 CFR 5.603.
58. **Gender identity.** Actual or perceived gender-related characteristics.
59. **Handicap.** Any condition or characteristic that renders a person an individual with handicaps. (See [Person with disabilities](#).)
60. **Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.
61. **Health and medical care expenses.** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
62. **Household.** A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.
63. **Housing agency (HA).** See [Public housing agency](#).
64. **HUD.** The U.S. Department of Housing and Urban Development.
65. **Human Trafficking:** A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
 - Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).
66. **Imputed asset income.** Prior to implementation of HOTMA, LRHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000. Upon implementation of HOTMA, when the value of net family assets exceeds \$50,000 and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.
67. **Imputed welfare income.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.
68. **Income-based rent.** A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.
69. **Income information** means information relating to an individual's income, including:
- All employment income information known to current or previous employers or other income sources
 - All information about wages, as defined in the state's unemployment compensation law, including any Social Security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
 - Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
 - Unearned IRS income and self-employment, wages, and retirement income
 - Wage, Social Security, and supplemental security income data obtained from the Social Security Administration.
70. **Income Validation Tool (IVT).** Accessible through HUD's EIV system, provides validation of tenant reported wages, unemployment compensation, and Social Security benefits by comparing the income reported in IMS-PIC via form HUD-50058 to information received from the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH), and the Social Security Administration (SSA) data sharing agreements.
71. **Independent contractor.** An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.
72. **Individual with handicaps.** See [Person with disabilities](#).

73. **Inflationary index.** An index based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) used to make annual adjustments to the deduction for elderly disabled families, the cap for imputing returns on assets, the restriction on net family assets, the amount of net assets the PHA may determine based on self-certification by the family, and the dependent deduction.
74. **Jurisdiction.** The area in which the PHA has authority under state and local law to administer the program.
75. **Lease.** A written agreement between the PHA and a tenant family for the leasing a public housing unit. The lease establishes the legal relationship between the PHA and the tenant family.
76. **Live-in aide.** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
- Is determined to be essential to the care and well-being of the persons;
 - Is not obligated for the support of the persons; and
 - Would not be living in the unit except to provide the necessary supportive services.
77. **Local preference.** A preference used by the PHA to select among applicant families.
78. **Low-income family.** A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.
79. **Minimum rent.** An amount established by the PHA of zero to \$50.
80. **Minor.** A member of the family household other than the family head or spouse, who is under 18 years of age.
81. **Mixed family.** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
82. **Monthly adjusted income.** One twelfth of adjusted income.
83. **Monthly income.** One twelfth of annual income.
84. **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.
85. **Near-elderly family.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
86. **Net family assets.**
- Until implementation of HOTMA: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD

homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

Note: the following definition is only applicable upon implementation of the HOTMA Final Rule (Sections 102 and 104).

1. Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.
2. In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor.
 - a) In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.
 - b) Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.
3. Excluded from the calculation of net family assets are:
 - a) The value of necessary items of personal property;
 - b) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
 - c) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
 - d) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
 - e) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
 - f) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any *baby bond* account created, authorized, or funded by Federal, State, or local government.
 - g) Interests in Indian trust land;

- h) Equity in a manufactured home where the family receives assistance under 24 CFR 982;
 - i) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
 - j) Family Self-Sufficiency Accounts; and
 - k) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
4. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.
87. **Noncitizen.** A person who is neither a citizen nor national of the United States.
88. **Office of General Counsel (OGC).** The General Counsel of HUD.
89. **Other person under the tenant's control.** The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.
90. **Over-income family.** A family whose income exceeds the over-income limit.
91. **PHA Plan.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.
92. **Participant (participant family).** A family that has been admitted to the PHA program and is currently assisted in the program.
93. **Person with disabilities.** See [Definition of Disability](#) in the [Fair Housing and Equal Opportunity](#) chapter.
94. **Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.
95. **Previously unemployed.** With regard to the earned income disallowance, a person with disabilities who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
96. **Public assistance.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.
97. **Public housing agency (PHA).** Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.
98. **Real property.** Has the same meaning as that provided under the law of the State in which the property is located.

99. **Reasonable accommodation.** A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.
100. **Reexamination.** Sometimes called recertification. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.
101. **Remaining member of the tenant family.** The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).
102. **Residency preference.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (*See residency preference area*).
103. **Residency preference area.** The specified area where families must reside to qualify for a residency preference.
104. **Responsible entity.** For the public housing and the Section 8 tenant-based assistance, project-based voucher assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD.
105. **Secretary.** The Secretary of Housing and Urban Development.
106. **Seasonal worker.** An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
107. **Section 8.** Section 8 of the United States Housing Act of 1937; refers to the Housing Choice Voucher program.
108. **Security deposit.** A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the PHA upon termination of the lease.
109. **Sexual assault.** Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).
110. **Sexual orientation.** Homosexuality, heterosexuality or bisexuality.
111. **Single person.** A person living alone or intending to live alone.
112. **Social Security number (SSN).** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.
113. **Specified welfare benefit reduction.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
114. **Spouse.** The marriage partner of the head of household.
115. **Stalking.** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

116. **State wage information collection agency (SWICA).** The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.
117. **Subsidy standards.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
118. **Technological abuse.** See [Technological Abuse](#) in the [Fair Housing and Equal Opportunity](#) chapter.
119. **Tenant.** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
120. **Tenant rent.** The amount payable monthly by the family as rent to the PHA.
121. **Threatening.** Oral or written threats to physical gestures that communicate intent to abuse or commit violence.
122. **Total tenant payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.
123. **Unearned income.** Any annual income, as calculated under § 5.609, that is not earned income.
124. **Utilities.** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.
125. **Utility allowance.** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.
126. **Utility reimbursement.** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment (TTP) for the family occupying the unit.
127. **Very low-income family.** A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
128. **Veteran.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.
129. **Violence Against Women Act (VAWA).** Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.
130. **Violent criminal activity.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

131. **Waiting list.** A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.
132. **Welfare assistance.** Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (984.103(b)), welfare assistance includes only cash maintenance payments from federal or state programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

Appendix B: VAWA Emergency Transfer Plan

LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and/or Human Trafficking

Emergency Transfers

The Lynchburg Redevelopment and Housing Authority (LRHA) is concerned about the safety of its tenants and participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. In accordance with the Violence Against Women Act (VAWA), LRHA allows any tenant or participant who is a victim of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking to request an emergency transfer from their current unit to another unit. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the federal agency that oversees that the public housing and Housing Choice Voucher (HCV) programs are in compliance with VAWA.

Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit. For example, a family moving from a project-based unit in the HCV program to a private unit with a tenant-based voucher would be considered a new applicant to the tenant-based voucher program.
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. For example, a public housing family being moved to another unit in a different public housing property would continue in the public housing program.
- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form

HUD-5382); it also means an incident or incidents of human trafficking as defined in LRHA's Administrative Plan and Admissions and Continued Occupancy Policy (ACOP).

Eligibility for Emergency Transfers

A tenant may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380 and LRHA's policies. This emergency transfer plan provides further information on emergency transfers, and LRHA must provide a copy if requested. LRHA may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

LRHA, in response to an emergency transfer request, should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Emergency Transfer Policies

Internal transfers when a safe unit is immediately available:

- **Public Housing:** Transfers made pursuant to VAWA are considered emergency public safety transfers. Tenants in LRHA's Public Housing program who request and are approved for a VAWA emergency public safety transfer will be processed for the transfer in accordance with LRHA's hierarchy of transfers as established in LRHA's ACOP.
- **HCV Program:**
 - **Tenant-based assistance:** For participants in the tenant-based HCV program who request an emergency transfer as described in this plan, LRHA will assist in their move

to a safe unit quickly using their existing voucher assistance. LRHA will make exceptions to program regulations restricting moves as required. Upon request, LRHA will refer the participant to organizations that may be able to further assist them.

- **Project-based assistance:** Participants assisted under the project-based voucher (PBV) program may request an emergency transfer to project-based assistance in the same project.

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

Internal transfers when a safe unit is not immediately available:

- **Public Housing:** If no appropriate public housing unit is available to transfer the family to, LRHA may in its sole discretion consider an external transfer to the HCV program.
- **HCV Program:**
 - **Tenant-based assistance:** if voucher is unavailable for the family to move, LRHA may in its sole discretion consider an external transfer to the project-based assistance program or public housing program.
 - **Project-based assistance:** if no project-based assistance is available within the same project, LRHA may in its sole discretion consider a transfer to a project-based unit within a different property or an external transfer to the public housing program or tenant-based assistance program.

External transfers:

External transfers are at LRHA's sole discretion. For any external transfer, the family must complete an application for the new program (public housing, tenant-based HCV or project-based HCV); however, LRHA will not conduct screening or make a determination as to whether the family is in good standing prior to the transfer. Families transferred under VAWA are considered *continuously assisted* under the 1937 Act.

- **Public Housing:** If no public housing unit is available, LRHA may allow the family to move to an available, appropriate size project-based unit or receive an available tenant-based voucher to move.
- **HCV Program:**
 - **Tenant-based assistance:** If the family is unable to locate a new unit quickly with a tenant-based voucher, LRHA may allow the family to move to an available, appropriate size project-based unit or public housing unit.
 - **Project-based assistance:** If no project-based unit is available within or at another project-based property, LRHA may allow the family to receive a tenant-based voucher or move to an available, appropriate size public housing unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the individual shall notify LRHA's management office and submit a written request for a transfer to **any LRHA office**. If LRHA does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, stalking, and/or human trafficking, LRHA may ask for this documentation in accordance with 24 CFR 5.2007. Unless LRHA receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), LRHA cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. LRHA will provide reasonable accommodations to this policy for individuals with disabilities.

The individual's written request for an emergency transfer must include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit;
OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, LRHA will keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information will be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by LRHA employees or contractors if explicitly authorized by LRHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance;
or

- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse.

Emergency Transfer Procedure

LRHA cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. LRHA will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If LRHA identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. LRHA may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If LRHA does not have any safe and available units for which the tenant is eligible, LRHA will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LRHA will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are attached to this plan.

Making the Emergency Transfer Plan Available

LRHA has included this Emergency Transfer Plan in both its Administrative Plan and Admissions and Continued Occupancy Plan (ACOP). Both documents are publicly available on LRHA's website.

Safety and Security of Participants/Tenants

When LRHA receives any inquiry or request regarding an emergency transfer, LRHA will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider.

Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants may find additional resources at HUD's Help for Survivors page at <https://www.hud.gov/vawa#helpforsurvivors>.

Appendix C: Verification of Local Preferences

Local Preference	Criteria	Verification
Emergency Preference	Households who have been displaced due to a disaster such as a flood or fire that results in the uninhabitability of the applicant's apartment or dwelling unit and is not due to the fault of the applicant and/or any household member, and/or is otherwise beyond the applicant's control.	Certification and referral by either the Mayor or the Managing Director of the City of Lynchburg or his/her designee.
Working Family	- Head, co-head or spouse is working at least 35 hours per week/1820 hours per year; or - Head, co-head or spouse must be elderly or a person with disabilities,	- Third-party verification from the employer to confirm employment status and hours worked. - Where self-employment is concerned, tax returns showing 12 months of self-employment. - If a tax return has not been filed, income receipts and expenses for the past 12 months.
Elderly	Head, co-head or spouse must be at least age 62	Birth certificate or other official government document with the head's, co-head's, or spouse's date of birth showing them to be age 62 or older as of the date the verification was requested.
Disabled	Head, co-head or spouse must be a person with disabilities.	Verification that the head, co-head or spouse has a disability as defined for purposes of the disabled household deduction (see Definition of Disability) such as receipt of SSI or SSDI.
Veteran Family Preference	Head, co-head or spouse must be an honorably discharged veteran.	- Virginia driver's license or ID card with "Veteran" designation. - Copy of a discharge form which documents active service dates and type of discharge. Any type of discharge other than "dishonorable" is acceptable. - Honorable Discharge Certificate. - Letter from the National Personnel Records Center in St. Louis, Missouri stating that the applicant is a veteran.

Local Preference	Criteria	Verification
		• Letter from the Virginia Department of Veterans Affairs Service Program stating that the applicant is a veteran. • Letter from the U.S. Department of Veterans Affairs stating that the applicant is a veteran. • United States Uniformed Services Retiree Identification Card. • Veteran Health Identification Card. • Third-party verification form completed by the Veteran's Administration verifying that the applicant is a veteran.

Appendix D: Charts of Offenses – Denial and Termination

Criteria for Denials

Offense	Felony Conviction (Years)	Other Conviction (Years)
Crimes Against Persons		
Assault-Related Offenses General Definition: An unlawful attack by one person upon another.	10	3
Family-Related Offenses, Non-Violent General Definition: Unlawful, non-violent acts by a family member (or legal guardian) that threatens the physical, mental, or economic well-being morals of another family member that are not classifiable as other offenses, such as Assault, Incest and Statutory Rape, etc.	5	3
Homicide-Related Offenses General Definition: The killing of one human being by another. 1st Degree Murder - Vehicular Homicide, 2nd or 3rd degree murder, manslaughter	20 10	
Kidnapping/Abduction-Related Offenses General Definition: The unlawful seizure, transportation, and/or detention of a person against his/her will or of a minor without the consent of his/her custodial parent(s) or legal guardian.	10	3
Sex-Related Offenses, Forcible General Definition: Any sexual act directed against another person, forcibly and/or against that person's will, or not forcibly or against the person's will in instances where the victim is incapable of giving consent. (See below for lifetime sex offender registration requirements.)	10	3
Sex-Related Offenses, Non-Forcible General Definition: Unlawful, non-forcible sexual intercourse, excluding prostitution offenses.	5	3
All Other Person-Related Offenses General Definition: Any offense committed against another person which causes harm to a person which does not meet specific categories previously outlined as person-related offenses.	5	3

Offense	Felony Conviction (Years)	Other Conviction (Years)
Crimes Against Property		
Arson-Related Offenses General Definition: To unlawfully and intentionally damage or attempt to damage any real or personal property by fire or incendiary device.	10	3
Burglary/Breaking and Entering-Related Offenses General Definition: The unlawful entry into a building or other structure with the intent to commit a felony or a theft.	5	3
Motor Vehicle Theft-Related Offenses General Definition: The theft of a motor vehicle.	3	
Counterfeiting/Forgery-Related Offenses General Definition: The altering, copying, or imitation of something, without authority or right, with the intent to deceive or defraud by passing the copy or thing altered or imitated as that which is original or genuine or the selling, buying, or possession of an altered, copied, or imitated thing with the intent to deceive or defraud.	5	3
Embezzlement/Bribery-Related Offenses General Definition: The unlawful misappropriation by an offender to his/her own use or purpose of money, property, or some other thing of value entrusted to his/her care, custody, or control.	5	3
Extortion/Blackmail-Related Offenses General Definition: To unlawfully obtain money, property or any other thing of value, either tangible or intangible, through the use or threat of force, misuse of authority, threat of criminal prosecution, threat of destruction of reputation or social standing or through other coercive means.	10	3
Fraud-Related Offenses General Definition: The intentional perversion of the truth for the purpose of inducing another person or other entity in reliance upon it to part with something of value or to surrender a legal right, excluding Counterfeiting/Forgery and Bad Check offenses.	5	3
Robbery-Related Offenses General Definition: The taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.	10	3
Stolen Property-Related Offenses	5	3

Offense	Felony Conviction (Years)	Other Conviction (Years)
General Definition: Receiving, buying, selling, possessing, concealing, or transporting any property with the knowledge that it has been unlawfully taken, as by Burglary, Embezzlement, Fraud, Larceny, Robbery, etc.		
Larceny/Theft-Related Offenses General Definition: The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another person.	5	3
Destruction/Damage/Vandalism of Property Offenses General Definition: To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having the custody or control of it, excluding arson offenses.	5	3
All Other Property-Related Offenses General Definition: Any offenses that cause property or monetary damage to another that do not fit into specific categories previously outlined as property-related offenses.	5	3
Crimes Against Society		
Purposely Obstructs, Impairs or Perverts the Law General Definition: A person who purposely obstructs, impairs or perverts the administration of law or discharge of government duties or the carrying out of other governmental functions.	5	3
Disorderly Conduct-Related Offenses General Definition: Any behavior that tends to disturb the public peace or decorum, scandalize the community, or shock the public sense of morality.		3
Drug/Narcotic-Related Offenses General Definition: The violation of laws prohibiting the product, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use, excluding DUI offenses.	10	3
Drunkenness-Related Offenses General Definition: To drink alcoholic beverages to the extent that one's mental faculties and physical coordination are substantially impaired, excluding DUI offenses.	3	3
Driving Under the Influence-Related Offenses General Definition: Driving or operating a motor vehicle or common carrier while mentally or physically impaired as the	3	3

Offense	Felony Conviction (Years)	Other Conviction (Years)
result of consuming an alcoholic beverage or using a drug or narcotic.		
Liquor Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, or use of alcoholic beverages, excluding DUI and drunkenness offenses.	3	3
Manufacturing Methamphetamine in Federally Assisted Housing* General definition: Conviction for drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally-assisted housing.	Lifetime Ban	Lifetime Ban
Pornography/Obscene Material-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, publishing, sale, purchase, or possession of sexually explicit material, e.g., literature or photographs.	5	3
Prostitution-Related Offenses General Definition: To unlawfully engage in or promote sexual activities for profit.	3	3
Lifetime Sex Offender Registrant* General Definition: Identification of a lifetime registration requirement for the applicant as a registered sex offender in one or more jurisdictions covered by the search. (Note that requirements for registration vary by locale and may require the individual to actively register themselves by law in some states. Some states prohibit discrimination on the basis of lifetime registration as a sex offender.).	Lifetime Ban	Lifetime Ban
Trespass of Real Property-Related Offenses General Definition: To unlawfully enter land, a dwelling, or other real property.	3	3
Weapons Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons.	10	3
Drug/Narcotic-Related Offenses: Manufacture or Distribution Indicated	10	3

Offense	Felony Conviction (Years)	Other Conviction (Years)
General Definition: The violation of laws prohibiting the production, distribution, or trafficking of certain controlled substances and the equipment or devices utilized in their preparation and/or use. <i>Offenses contained in this category specifically indicate manufacture or distribution.</i>		

* Unless a person can demonstrate that their record is incorrect (e.g., the person was never convicted of the manufacture of methamphetamine or is not subject to lifetime registration requirements, as applicable), mitigating factors will not be considered for a person whose records indicate this offense. A household with a member whose record indicates an offense with an asterisk (“*”) may only be admitted to the HCV program if the member whose record indicates the offense is no longer a member of the household.

Criteria for Terminations

Offense	Previous # of Years to Review
Crimes Against Persons	
Felony Aggravated Assault	10
Family-Related Offenses, Non-Violent Endangering the Welfare of a Child - Felony Bigamy Incest	10
Homicide-Related Offenses General Definition: The killing of one human being by another. 1st Degree Murder - Vehicular Homicide, 2nd or 3rd degree murder, manslaughter	20 10
Kidnap	10
Sex-Related Offenses Rape Deviate Sexual Intercourse Aggravated Sexual Assault Statutory Rape, Felony	10
Robbery-Related Offenses General Definition: The taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.	10
Crimes Against Property	
Arson General Definition: To unlawfully and intentionally damage or attempt to damage any real or personal property by fire or incendiary device.	10
Burglary/Breaking and Entering-Related Offenses General Definition: The unlawful entry into a building or other structure with the intent to commit a felony or a theft.	10
Destruction/Damage/Vandalism of Property Offenses General Definition: To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having the custody or control of it, excluding arson offenses.	5
Crimes Against Society	

Felony Drug/Narcotic-Related Offenses General Definition: The violation of laws prohibiting the product, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use, excluding DUI offenses.	10
Misdemeanor Drug/Narcotic-Related Offenses	
Manufacturing Methamphetamine in Federally Assisted Housing* General definition: Conviction for drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally-assisted housing.	Lifetime Ban
Lifetime Sex Offender Registrant* General Definition: Identification of a lifetime registration requirement for the applicant as a registered sex offender in one or more jurisdictions covered by the search. (Note that requirements for registration vary by locale and may require the individual to actively register themselves by law in some states. Some states prohibit discrimination on the basis of registration as a sex offender.)	Lifetime Ban
Weapons Law-Related Offenses General Definition: The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons.	10

* Unless a person can demonstrate that their record is incorrect (e.g., the person was never convicted of the manufacture of methamphetamine or is not subject to lifetime registration requirements, as applicable), mitigating factors will not be considered for a person whose records indicate this offense. A household with a member whose record indicates an offense with an asterisk (“*”) may only be admitted to the HCV program if the member whose record indicates the offense is no longer a member of the household.

Appendix E: Grievance Procedure

GRIEVANCE PROCEDURE PUBLIC HOUSING RESIDENTS

Definitions

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to LRHA action or failure to act in accordance with the individual tenant's lease or LRHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- **Complainant** – any tenant whose grievance is presented to LRHA or at the project management office.
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- **Expedited Grievance** – a procedure established by LRHA for any grievance or termination that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or LRHA's public housing premises by other residents or employees of LRHA; or
 - Any drug-related criminal activity on or off the premises.
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - Right of the tenant to be represented by counsel;
 - Opportunity for the tenant to refute the evidence presented by LRHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - A decision on the merits.
- **Hearing Officer** – an impartial person or selected by LRHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
- **Tenant** – the adult person (or persons) (other than a live-in aide):
 - Who resides in the unit, and who executed the lease with LRHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit

- **Resident Organization** – includes a resident management corporation.

Decisions Subject to Grievance

The grievance procedure is applicable only to individual tenant issues relating to LRHA. It is not applicable to disputes between tenants not involving LRHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of LRHA.

LRHA is not located in a due process state, therefore it must grant opportunity for grievance hearings for all lease terminations, regardless of cause.

Informal Settlement of Grievance

LRHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to LRHA office within seven (7) business days of the grievable event. Within seven (7) business days of receipt of the request, LRHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by LRHA or may be conducted remotely upon consideration of the request of the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, LRHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

LRHA will prepare a summary of the informal settlement timely; one copy to be given to the tenant and one copy to be retained in LRHA's tenant file.

If a resident fails to appear to a scheduled informal discussion, without prior notice, the appointment will be rescheduled only if there is verifiable good cause. If there is no good cause for missing the appointment, the resident's failure to attend constitutes a waiver of the resident's right to a grievance.

Requests for Hearing and Failure to Request

The resident must submit a written request (including emailed requests) for a grievance hearing to LRHA within seven (7) business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, LRHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest LRHA's action in disposing of the complaint in an appropriate judicial proceeding.

Scheduling of Hearings

LRHA will schedule and send timely written notice of the hearing to the family.

If LRHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

- Regarding the processes involved in a remote grievance hearing;
- That LRHA will provide technical assistance prior to and during the hearing, if needed; and

- That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform LRHA and LRHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, LRHA may request documentation of the *good cause* prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, LRHA will reschedule the hearing.

If the family does not appear within 20 minutes of the second scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact LRHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. LRHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, LRHA's decision will stand.

Expedited Grievance Procedure

LRHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of LRHA, or
- Any drug-related criminal activity on or near such premises.

Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have three (3) business days to make their hearing request. The hearing officer will have three (3) business days to schedule the hearing, and three (3) business days to render a decision. All other aspects of the expedited grievance process shall be the same as for other grievances.

Hearing Officer

LRHA grievance hearings will be conducted by a single hearing officer and not a panel. Hearings will be conducted by a person or persons approved by LRHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

Remote Hearings

HUD allows LRHA to conduct all or a portion of its hearings remotely either over the phone, via video conferences, or through other virtual platforms. If LRHA chooses to conduct remote hearings, residents may still request an in-person informal hearing, as applicable.

LRHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

Additionally, LRHA will conduct a hearing remotely upon request of the tenant as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the informal hearing, or if the tenant believes an in-person hearing would create an undue health risk. LRHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

As with in-person hearings, LRHA will provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family will also be provided with an accessible means by which to transmit their own evidence.

Pre-Hearing Discovery of Documents

If the hearing will be conducted remotely, LRHA will compile a hearing packet, consisting of all documents LRHA intends to produce at the hearing. LRHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of LRHA representative and retained by LRHA.

If the hearing is to be conducted remotely, LRHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. LRHA will scan and email copies of these documents to the hearing officer and LRHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities.

LRHA may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote grievance hearings.

If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual's disability, LRHA may not hold against the individual his or her inability to participate in the remote grievance hearing, and LRHA should consider whether postponing the remote grievance hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation.

Rights of the Complainant

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any LRHA documents, including records and regulations that are directly relevant to the hearing. If LRHA does not make the document available for examination upon request by the complainant, LRHA may not rely on such document at the grievance hearing.
 - The tenant will be allowed to copy any documents related to the hearing. The family must request discovery of LRHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf. Hearings may be attended by a hearing officer and the following applicable persons:
 - A LRHA representative and any witnesses for LRHA;
 - The tenant and any witnesses for the tenant;
 - The tenant's counsel or other representative; and
 - Any other person approved by LRHA as a reasonable accommodation for a person with a disability or as an interpreter for a person with limited English proficiency.
- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by LRHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information LRHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Conduct at Hearings

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

The hearing is conducted informally by the hearing officer.

Evidence – Grievance Hearings

LRHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. LRHA defines five categories of evidence:

- **Oral Evidence:** The testimony of witnesses;
- **Documentary Evidence:** A writing which is relevant to the case, for example, a letter written to LRHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof;
- **Demonstrative Evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart, or other diagram;
- **Real Evidence:** A tangible item relating directly to the case;
- **Hearsay Evidence:** Evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If LRHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine LRHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of LRHA to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

The complainant or LRHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

If the complainant would like LRHA to record the proceedings by audiotape, the request must be made to LRHA by 12:00 p.m. on the business day prior to the hearing.

LRHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities

LRHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

Limited English Proficiency

LRHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

Hearing Officer's Decision

The person who conducts the hearing will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and LRHA. LRHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by LRHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer.

In rendering a decision, the hearing officer will consider the following:

- **LRHA Notice to the Family:** The hearing officer will determine if the reasons for LRHA's decision are factually stated in the notice.
- **Discovery:** The hearing officer will determine if LRHA and the family were given the opportunity to examine any relevant documents in accordance with LRHA policy.
- **LRHA Evidence to Support LRHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support LRHA's conclusion.
- **Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and LRHA policies. If the grounds for termination are not specified in the regulations or in compliance with LRHA policies, then the decision of LRHA will be overturned.

The hearing officer will issue a timely written decision to the family and LRHA after the hearing. The report will contain information on the hearing, background, summary of evidence, findings of fact, conclusions and whether or not LRHA's decision will be upheld or overturned.

Procedures for Further Hearing

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of LRHA will take effect and another hearing will not be granted.

Final Decision

The decision of the hearing officer is binding on LRHA which must take the action, or refrain from taking the action cited in the decision unless LRHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern LRHA action or failure to act in accordance with or involving the complainant's lease on LRHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and LRHA.

When LRHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter timely to LRHA Board of Commissioners. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant timely.

A decision by the hearing officer or Board of Commissioners in favor of LRHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court.

Appendix F: Over-Income Limits for 2025

The over-income limit is applied to a family's gross income, and is determined by the Very Low Income Limit—as established each year by the U.S. Department of Housing and Urban Development, or HUD—multiplied by 2.4.

The over-income limits for 2025 are below and were calculated by multiplying the 2025 Very Low Income Limits by 2.4 for each family size. Please note these amounts will change each year as HUD updates the Very Low Income limits.

Over-Income Limits for 2025

	Persons in Family							
	1	2	3	4	5	6	7	8
Very Low Income Limit x 2.4	\$74,400	\$84,960	\$95,640	\$106,200	\$114,720	\$123,240	\$131,760	\$140,280