



**Public Housing Program
Admissions & Continued Occupancy Policy**

DRAFT DATE: 11/1/2022

QUICK TABLE OF CONTENTS

CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN.....	1-1
CHAPTER 2: GENERAL POLICIES.....	2-1
CHAPTER 3: FAIR HOUSING & EQUAL OPPORTUNITY	3-1
CHAPTER 4: APPLICATION, WAITING LIST & TENANT SELECTION.....	4-1
CHAPTER 5: ELIGIBILITY	5-1
CHAPTER 6: OCCUPANCY STANDARDS & UNIT OFFERS	6-1
CHAPTER 7: INCOME AND ADJUSTED INCOME	7-1
CHAPTER 8: RENT	8-1
CHAPTER 9: VERIFICATION	9-1
CHAPTER 10: LEASING & INSPECTIONS	10-1
CHAPTER 11: UTILITY ALLOWANCES.....	11-1
CHAPTER 12: CONTINUED OCCUPANCY AND REEXAMINATIONS	12-1
CHAPTER 13: PETS	13-1
CHAPTER 14: COMMUNITY SERVICE	14-1
CHAPTER 15: TRANSFER POLICY	15-1
CHAPTER 16: LEASE TERMINATIONS.....	16-1
CHAPTER 17: INFORMAL HEARINGS	17-1
CHAPTER 18: GRIEVANCE PROCEDURE.....	18-1
CHAPTER 19: RENTAL ASSISTANCE DEMONSTRATION (RAD)	19-1
CHAPTER 20: PROGRAM INTEGRITY	20-1
APPENDIX A: CARES ACT EMERGENCY WAIVERS	A-1
APPENDIX B: DEFINITION OF A PERSON WITH A DISABILITY	B-1
APPENDIX C: GLOSSARY	C-1
APPENDIX D: VAWA EMERGENCY TRANSFER PLAN	D-1
APPENDIX E: VERIFICATION OF LOCAL PREFERENCES.....	E-1
APPENDIX F: CHARTS OF OFFENSES – DENIAL & TERMINATION	F-1
APPENDIX G: FEDERALLY MANDATED EXCLUSIONS FROM INCOME	G-1
APPENDIX H: GRIEVANCE PROCEDURE	H-1

TABLE OF CONTENTS

CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN.....	1-1
1.1 LRHA MISSION	1-1
1.2 OVERVIEW AND PURPOSE OF THE POLICY	1-1
1.3 UPDATING AND REVISING THE POLICY.....	1-1
1.4 REGULATORY AND STATUTORY WAIVERS	1-1
1.5 APPLICABLE REGULATIONS	1-1
CHAPTER 2: GENERAL POLICIES.....	2-1
2.1 OVERVIEW	2-1
2.2 RECORD KEEPING	2-1
2.2.1 Overview	2-1
2.2.2 Record Retention	2-1
2.2.3 Records Management.....	2-1
2.2.4 Privacy Act Requirements.....	2-2
2.2.5 Upfront Income Verification (UIV) Records.....	2-2
2.2.6 Criminal Records.....	2-2
2.2.7 Medical Disability Records	2-2
2.2.8 Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking	2-3
2.2.9 Reporting and Record Keeping for Children with Elevated Lead Levels	2-3
2.3 ELECTRONIC SIGNATURES AND SCANNED DOCUMENTS	2-3
2.4 SMOKE-FREE POLICY	2-3
2.4.1 Designated Smoking Areas (DSA).....	2-3
2.4.2 Electronic Nicotine Delivery Systems (ENDS)	2-3
2.4.3 Effective Date.....	2-4
2.4.4 Enforcement.....	2-4
2.4.5 Reasonable Accommodation	2-4
2.5 CARES ACT WAIVERS	2-4
CHAPTER 3: FAIR HOUSING & EQUAL OPPORTUNITY	3-1
3.1 OVERVIEW	3-1
3.2 NON-DISCRIMINATION	3-1
3.3 PROVIDING INFORMATION TO FAMILIES.....	3-2
3.4 DISCRIMINATION COMPLAINTS	3-2
3.5 POLICIES RELATED TO PERSONS WITH DISABILITIES.....	3-2
3.5.1 Definition of a Person with a Disability	3-3
3.5.2 Verification of Disability	3-3
3.5.3 Denial or Termination of Assistance – Families with Disabled Household Members.....	3-3
3.6 REASONABLE ACCOMMODATION.....	3-3
3.6.1 Types of Reasonable Accommodations	3-3
3.6.2 Request for an Accommodation.....	3-4

3.6.3	Verification of Person with a Disability	3-4
3.6.4	Approval or Denial of a Requested Accommodation	3-5
3.7	PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS	3-5
3.8	PHYSICAL ACCESSIBILITY	3-5
3.9	IMPROVING ACCESS FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY	3-6
3.10	VIOLENCE AGAINST WOMEN ACT PROTECTIONS.....	3-7
3.10.1	Definitions as Used in the Violence Against Women Act	3-7
3.10.2	Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking.....	3-7
3.10.3	Prohibition against Termination of Assistance Related to Domestic Violence, Dating Violence, Sexual Assault and Stalking.....	3-7
3.10.4	VAWA Self-Petitioners	3-9
3.10.5	Confidentiality Requirements – VAWA	3-9
3.10.6	Notification to Applicants and Tenants Regarding Protections under VAWA.....	3-10
3.10.7	Victim Documentation	3-10
3.10.8	Time Frame for Submitting Documentation	3-11
3.10.9	Perpetrator Documentation.....	3-11
3.10.10	Terminating Tenancy of a Domestic Violence Offender	3-11
3.10.11	Transfers and Portability under VAWA	3-12
3.10.12	Response to Conflicting Certification	3-12
3.10.13	Remedies Available to VAWA Victims	3-12
3.10.14	VAWA Record Retention.....	3-12
CHAPTER 4:	APPLICATION, WAITING LIST & TENANT SELECTION.....	4-1
4.1	OVERVIEW	4-1
4.2	APPLYING FOR ASSISTANCE	4-1
4.3	ACCESSIBILITY OF THE APPLICATION PROCESS	4-1
4.4	PLACEMENT ON THE WAITING LIST.....	4-1
4.5	ORGANIZATION OF THE WAITING LIST.....	4-2
4.6	CLOSING OF THE WAITING LIST	4-2
	LRHA WILL CLOSE THE WAITING LIST WHEN LRHA HAS ENOUGH APPLICANTS TO FILL VACANCIES ANTICIPATED FOR THE NEXT 24 MONTHS.	4-2
4.7	REOPENING THE WAITING LIST	4-2
4.8	FAMILY OUTREACH	4-2
4.9	REPORTING CHANGES IN FAMILY CIRCUMSTANCES.....	4-3
4.10	FAMILY BREAK-UP OR SPLIT HOUSEHOLDS WHILE ON THE WAITING LIST	4-3
4.11	UPDATING THE WAITING LIST.....	4-3
4.12	REMOVAL FROM THE WAITING LIST	4-4
4.13	INCOME TARGETING.....	4-4
4.14	DECONCENTRATION OF POVERTY & INCOME MIXING	4-4
4.15	LOCAL PREFERENCES.....	4-5

4.15.1	Emergency Preference	4-5
4.15.2	Working Family Preference.....	4-6
4.15.3	Elderly/Disabled Family Preference.....	4-6
4.15.4	Veteran Family Preference	4-6
4.16	VERIFICATION OF PREFERENCE	4-6
4.17	ORDER OF SELECTION.....	4-6
4.18	NOTIFICATION OF SELECTION	4-7
4.19	DETERMINATION OF ELIGIBILITY	4-7
CHAPTER 5:	ELIGIBILITY	5-1
5.1	OVERVIEW	5-1
5.2	DEFINITIONS	5-1
5.2.1	Family and Household	5-1
5.2.2	Head of Household	5-2
5.2.3	Spouse, Co-Head and Other Adult	5-2
5.2.4	Interdependent Relationship or Domestic Partnership	5-2
5.2.5	Dependent.....	5-3
5.2.6	Joint Custody of Dependents.....	5-3
5.2.7	Other Adult	5-4
5.2.8	Full-Time Student.....	5-4
5.2.9	Elderly Persons	5-4
5.2.10	Near-Elderly Persons	5-4
5.2.11	Elderly Family.....	5-4
5.2.12	Persons with Disability and Disabled Family	5-4
5.2.13	Guests.....	5-4
5.2.14	Multiple Families in the Same Household.....	5-5
5.2.15	Foster Children and Foster Adults	5-5
5.2.16	Live-In Aide	5-5
5.2.17	Veteran.....	5-6
5.3	INCOME ELIGIBILITY	5-6
5.3.1	Income Limits	5-6
5.3.2	Income Limits for Eligibility.....	5-6
5.3.3	Income Limits for Targeting	5-6
5.4	CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS	5-7
5.4.1	Declaration of Citizenship	5-7
5.4.2	U.S. Citizens and Nationals	5-7
5.4.3	Eligible Non-Citizens	5-7
5.4.4	Ineligible Non-Citizens	5-7
5.4.5	Mixed Families	5-8
5.4.6	Ineligible Families.....	5-8
5.4.7	Timeframe for Determination of Citizenship Status	5-8
5.5	SOCIAL SECURITY NUMBERS	5-8

5.5.1	SSN Documentation	5-9
5.5.2	Persons Not Required to Provide Documentation of a Valid SSN	5-9
5.5.3	Timeframe to Submit Documentation of SSN	5-9
5.6	PENALTIES FOR FAILURE TO DISCLOSE SSN.....	5-10
5.7	PHOTO ID	5-10
5.8	REQUIRED DOCUMENTS	5-10
5.9	FAMILY CONSENT TO RELEASE INFORMATION	5-10
5.10	HOUSEHOLD MEMBER TURNING 18 BETWEEN ELIGIBILITY AND LEASE UP	5-10
5.11	ELIGIBILITY INTERVIEW	5-11
5.12	APPLICANT SCREENING	5-12
5.13	EIV EXISTING TENANT SEARCH.....	5-12
5.14	EIV DEBTS OWED AND TERMINATIONS.....	5-12
5.15	EIV INCOME AND IVT REPORTS	5-12
5.16	DEBT SCREENING	5-12
5.16.1	Mandatory Denial.....	5-13
5.17	CRIMINAL BACKGROUND SCREENING.....	5-13
5.17.1	Mandatory Denial – Criminal Background Screening	5-14
5.17.2	Non-Mandatory Denial – Criminal Background Screening	5-15
5.18	SEX OFFENDER SCREENING.....	5-15
5.18.1	Mandatory Denial.....	5-15
5.19	SCREENING BASED ON PAST OR CURRENT BEHAVIOR.....	5-16
5.19.1	Mandatory Denial – Past or Current Behavior	5-16
5.19.2	Non-Mandatory Denial – Past or Current Behavior	5-17
5.20	REASONABLE ACCOMMODATION.....	5-18
5.21	NOTICE OF ELIGIBILITY	5-18
5.22	DENIAL OF ASSISTANCE	5-19
5.23	CRITERIA FOR DECIDING TO DENY ADMISSION	5-19
5.24	DENIAL BASED ON CRIMINAL RECORD OR SEX OFFENDER REGISTRATION	5-19
CHAPTER 6:	OCCUPANCY STANDARDS & UNIT OFFERS	6-1
6.1	OVERVIEW	6-1
6.2	MINIMUM AND MAXIMUM PERSONS IN A UNIT	6-1
6.3	DETERMINING FAMILY UNIT SIZE	6-1
6.4	EXCEPTIONS TO THE OCCUPANCY STANDARDS.....	6-2
6.4.1	Processing of Exceptions.....	6-2
6.5	TEMPORARILY AND PERMANENTLY ABSENT FAMILY MEMBERS.....	6-3
6.5.1	Absent Students.....	6-3
6.5.2	Absences Due to Placement in Foster Care.....	6-3
6.5.3	Absent Adults Due to Military Service.....	6-3

6.5.4	Individuals Confined for Medical Reasons	6-3
6.5.5	Return of Permanently Absent Family Members	6-3
6.6	UNIT OFFERS	6-4
6.6.1	Order of Unit Offers – Non-Accessible Units	6-4
6.6.2	Good Cause for Unit Refusal	6-4
6.6.3	Unit Refusal Without Good Cause	6-5
6.7	ACCESSIBLE UNITS	6-5
CHAPTER 7:	INCOME AND ADJUSTED INCOME	7-1
7.1	OVERVIEW	7-1
7.2	ANNUAL INCOME	7-1
7.3	ANNUAL INCOME EXCLUSIONS	7-3
7.4	ANTICIPATING ANNUAL INCOME	7-5
7.5	KNOWN CHANGES IN INCOME	7-5
7.6	INCOME OF TEMPORARILY ABSENT FAMILY MEMBERS	7-5
7.7	SEASONAL INCOME	7-5
7.8	INCOME OF FOSTER CHILDREN AND FOSTER ADULTS	7-5
7.9	EARNED INCOME OF FULL-TIME STUDENTS	7-6
7.10	EARNED INCOME DISALLOWANCE	7-6
7.10.1	Eligibility	7-6
7.10.2	Disallowance of Increase in Annual Income	7-6
7.11	ASSET INCOME	7-7
7.11.1	General Calculation of Asset Income	7-7
7.11.2	Passbook Savings Rate	7-7
7.11.3	Jointly Owned Assets	7-7
7.11.4	Assets Disposed of for Less than Fair Market Value	7-8
7.12	ADJUSTED INCOME	7-8
7.13	DEDUCTIONS	7-8
7.13.1	Dependent Deduction	7-8
7.13.2	Elderly or Disabled Family Deduction	7-9
7.13.3	Medical Expenses Deduction	7-9
7.13.4	Disability Assistance Expenses Deduction	7-9
7.13.5	Child Care Expense Deduction	7-11
7.14	ROUNDING OF INCOME AND DEDUCTIONS	7-12
CHAPTER 8:	RENT	8-1
8.1	OVERVIEW	8-1
8.2	TOTAL TENANT PAYMENT	8-1
8.3	TOTAL TENANT PAYMENT: OVER-INCOME FAMILIES	8-1
8.4	UTILITY REIMBURSEMENT	8-1
8.5	MINIMUM RENT	8-1

8.6 MINIMUM RENT HARDSHIP EXEMPTION	8-1
8.6.1 Determination of Hardship	8-2
8.6.2 No Financial Hardship.....	8-2
8.6.3 Temporary Hardship	8-2
8.6.4 Long-Term Hardship	8-3
8.7 FLAT RENTS.....	8-3
8.7.1 Establishing Flat Rents	8-3
8.7.2 Annual Update of Flat Rents.....	8-3
8.7.3 Posting of Flat Rents.....	8-3
8.7.4 Documentation of Flat Rents	8-4
8.7.5 Family Choice in Rents	8-4
8.7.6 Changing From Flat Rent to Income-Based Rent Due to Hardship	8-4
8.7.7 Flat Rent and Transfers	8-4
8.7.8 Flat Rents and Earned Income Disallowance (EID)	8-4
8.8 PRORATED RENT FOR MIXED FAMILIES	8-4
CHAPTER 9: VERIFICATION	9-1
9.1 OVERVIEW.....	9-1
9.2 FAMILY CONSENT TO RELEASE OF INFORMATION	9-1
9.3 OVERVIEW OF VERIFICATION REQUIREMENTS	9-1
9.4 VERIFICATION HIERARCHY	9-2
9.5 ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM	9-2
9.5.1 Income Validation Tool (IVT)	9-2
9.5.2 EIV Income Reports.....	9-3
9.5.3 EIV Identity Verification.....	9-4
9.6 UPFRONT INCOME VERIFICATION (UIV)	9-4
9.7 THIRD-PARTY WRITTEN VERIFICATION.....	9-4
9.8 WRITTEN THIRD-PARTY VERIFICATION FORM	9-4
9.9 ORAL THIRD-PARTY VERIFICATION.....	9-4
9.10 WHEN THIRD-PARTY VERIFICATION IS NOT REQUIRED	9-4
9.11 SELF-CERTIFICATION.....	9-5
9.12 RESPONSE TO VERIFICATION REQUEST	9-5
9.13 SUBSTANTIAL DIFFERENCE.....	9-6
9.14 FRAUD.....	9-6
9.15 LEGAL IDENTITY VERIFICATION	9-6
9.16 SOCIAL SECURITY NUMBER VERIFICATION.....	9-7
9.16.1 Documents Used to Verify Social Security Numbers.....	9-7
9.16.2 Adding a Family Member who is a Child Under Six Who Lacks a Social Security Number	9-7
9.17 DOCUMENTATION OF AGE	9-8
9.18 VERIFICATION OF FAMILY RELATIONSHIPS.....	9-8

9.18.1	Marriage	9-8
9.18.2	Interdependent Relationship	9-8
9.18.3	Separation or Divorce	9-8
9.18.4	Absence of Adult Member.....	9-8
9.18.5	Foster Children and Foster Adults	9-8
9.19	STUDENT STATUS VERIFICATION	9-9
9.20	VERIFICATION OF DISABILITY.....	9-9
9.21	VERIFICATION OF U.S. CITIZENSHIP AND OF ELIGIBLE IMMIGRATION STATUS	9-9
9.22	VERIFICATION OF PREFERENCE STATUS	9-9
9.23	VERIFICATION OF INCOME	9-9
9.23.1	Employment Income	9-10
9.23.2	Business and Self-Employment Income	9-10
9.23.3	Verification of Social Security and SSI Benefits	9-10
9.23.4	Alimony or Child Support	9-11
9.23.5	Asset Income	9-11
9.23.6	Income from Excluded Sources	9-11
9.23.7	Zero Income Household.....	9-12
9.24	VERIFYING MANDATORY DEDUCTIONS	9-12
9.24.1	Dependent and Elderly/Disabled Household Deductions	9-12
9.24.2	Medical Expenses	9-12
9.24.3	Disability Assistance Expenses	9-13
9.24.4	Child Care Expenses	9-13
9.25	LIVE-IN AIDE.....	9-15
CHAPTER 10:	LEASING & INSPECTIONS	10-1
10.1	OVERVIEW.....	10-1
10.2	LEASE TERM.....	10-1
10.3	LEASE ORIENTATION	10-1
10.4	EXECUTION OF LEASE	10-2
10.5	MODIFICATIONS TO THE LEASE FORM	10-2
10.6	OTHER MODIFICATIONS TO THE LEASE	10-3
10.7	SECURITY DEPOSITS.....	10-3
10.8	PAYMENTS UNDER THE LEASE	10-4
10.8.1	Rent Payments.....	10-4
10.8.2	Late Fees and Non-Payment	10-4
10.9	ENFORCEMENT OF THE LEASE	10-4
10.10	UTILITIES	10-5
10.11	UNIT MAINTENANCE AND REPAIRS	10-5
10.12	MINIMUM HEATING STANDARDS	10-5
10.13	TYPES OF INSPECTIONS.....	10-5

10.13.1	Move-in Inspections	10-5
10.13.2	Move-out Inspections	10-6
10.13.3	Annual Inspections (UPCS).....	10-6
10.13.4	Housekeeping Inspections & Related Follow-Up	10-6
10.13.5	Special Inspections	10-6
10.13.6	Other Inspections	10-6
10.14	SCHEDULING INSPECTIONS/UNIT REPAIRS	10-6
10.15	NOTICE OF NON-EMERGENCY ENTRIES	10-7
10.16	NON-EMERGENCY REPAIRS.....	10-7
10.17	NOTICE OF EMERGENCY ENTRIES.....	10-7
10.18	EMERGENCY REPAIRS	10-7
10.19	TENANT-CAUSED DAMAGES.....	10-8
10.20	SMOKE DETECTORS.....	10-8
CHAPTER 11:	UTILITY ALLOWANCES.....	11-1
11.1	OVERVIEW.....	11-1
11.2	UTILITIES	11-1
11.3	UTILITY ALLOWANCE REVISIONS	11-1
11.4	SURCHARGES FOR LRHA-FURNISHED UTILITIES	11-1
11.5	NOTICE REQUIREMENTS.....	11-1
11.6	REASONABLE ACCOMMODATION.....	11-2
CHAPTER 12:	CONTINUED OCCUPANCY AND REEXAMINATIONS	12-1
12.1	INTRODUCTION.....	12-1
12.2	REQUIREMENTS FOR CONTINUED OCCUPANCY.....	12-1
12.3	OVER-INCOME FAMILIES.....	12-1
12.4	TIME FRAMES FOR REPORTING CHANGES REQUIRED BY FAMILY OBLIGATIONS	12-2
12.5	REGULAR REEXAMINATIONS.....	12-2
12.5.1	Community Service Compliance	12-2
12.5.2	Scheduling Reexaminations and Annual Updates.....	12-2
12.5.3	Notification of the Regular Reexamination and Annual Update Process	12-2
12.5.4	Email or Mail-In Reexamination and Annual Update	12-2
12.5.5	Participation in the Regular Reexamination Process.....	12-3
12.5.6	Conducting Regular Reexaminations	12-3
12.5.7	Change in Unit Size	12-3
12.5.8	Criminal Background Checks.....	12-3
12.5.9	Household Member Turning 18 between Reexamination Documentation Submission and Reexamination Effective Date	12-4
12.5.10	Effective Dates for Regular Reexamination or Annual Update Rent Changes	12-4
12.5.11	Streamlined Recertification for Family Members with Fixed Income Sources	12-5
12.5.12	Reexaminations for Families Paying Flat Rents	12-6
12.6	INTERIM REEXAMINATIONS.....	12-6

12.6.1	Required Interim Reexaminations.....	12-7
12.6.2	Changes in Family and Household Composition.....	12-7
12.6.3	Zero Income/Minimum Rent/Financial Hardship Interim Reexamination	12-8
12.6.4	LRHA-Initiated Interim Reexaminations.....	12-8
12.6.5	Optional Interims	12-8
12.6.6	Effective Dates for Interim Rent Changes	12-9
12.7	RECALCULATING TENANT RENT	12-9
12.7.1	Applying Utility Allowances at Reexamination	12-9
12.7.2	Notification of New Tenant Rent	12-9
12.7.3	Choice of Rent	12-10
12.8	DISCREPANCIES.....	12-10
12.9	ABSENCE FROM THE UNIT	12-10
12.9.1	Military Families – Absence from the Unit and Continued Occupancy.....	12-11
12.9.2	Abandonment.....	12-11
12.10	FAMILY BREAK-UP AND REMAINING MEMBERS.....	12-11
12.11	GUESTS AND UNAUTHORIZED OCCUPANTS.....	12-12
CHAPTER 13:	PETS	13-1
13.1	INTRODUCTION.....	13-1
13.2	ASSISTANCE ANIMALS.....	13-1
13.2.1	Service Animals	13-1
13.2.2	Support Animals (Assistance Animals Other than Service Animals).....	13-1
13.2.3	Approval of Assistance Animals.....	13-1
13.2.4	Care and Handling of Assistance Animals.....	13-2
13.3	PETS	13-2
13.3.1	Registration of Pets.....	13-2
13.3.2	LRHA Refusal to Register Pets.....	13-2
13.3.3	Pet Agreement	13-3
13.3.4	Pet Restrictions	13-3
13.3.5	Number of Pets	13-4
13.3.6	Other Requirements.....	13-4
13.3.7	Pet Area Restrictions	13-4
13.3.8	Designated Pet/No-Pet Areas.....	13-4
13.3.9	Cleanliness.....	13-4
13.3.10	Alterations to Unit	13-5
13.3.11	Noise	13-5
13.3.12	Pet Care	13-5
13.3.13	Responsible Parties	13-5
13.3.14	Pets Temporarily on the Premises	13-5
13.3.15	Additional Rules.....	13-5
13.3.16	Pet Rule Violations	13-6
13.3.17	Unauthorized Pets.....	13-6
13.3.18	Notice for Pet Removal	13-7

13.3.19	Pet Removal	13-7
13.3.20	Termination of Tenancy.....	13-7
13.3.21	Emergencies.....	13-7
13.3.22	Pet Deposit	13-7
13.3.23	Refund of Pet Deposit	13-8
13.3.24	Charges for Pet-Related Damages During Occupancy	13-8
13.3.25	Pet Waste Removal Charge	13-8
CHAPTER 14: COMMUNITY SERVICE		14-1
14.1 INTRODUCTION.....		14-1
14.2 PROGRAM DESIGN.....		14-1
14.3 BASIC COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENTS		14-1
14.4 EXEMPT TENANTS		14-2
14.5 WORK ACTIVITIES		14-2
14.6 COMMUNITY SERVICE		14-3
14.7 SELF-SUFFICIENCY ACTIVITIES.....		14-3
14.8 NOTICE REQUIREMENTS.....		14-4
14.9 DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE		14-4
14.9.1	Determination of Exemption Status	14-4
14.9.2	Determination of Compliance.....	14-4
14.9.3	Change in Status between Annual Determinations	14-4
14.10 DOCUMENTATION AND VERIFICATION.....		14-5
14.10.1	Validating Community Service Self-Certifications	14-6
14.10.2	Documentation and Verification of Exemption Status	14-6
14.11 NONCOMPLIANCE		14-7
14.11.1	Notice of Noncompliance	14-7
14.11.2	Continued Noncompliance	14-7
14.12 LRHA IMPLEMENTATION OF COMMUNITY SERVICE		14-8
CHAPTER 15: TRANSFER POLICY		15-1
15.1 INTRODUCTION.....		15-1
15.2 TYPES OF TRANSFERS		15-1
15.3 MANDATORY TRANSFERS.....		15-1
15.3.1	Emergency Maintenance Transfers	15-1
15.3.2	Demolition, Disposition, Revitalization or Rehabilitation Transfers	15-2
15.3.3	Transfer from an Accessible Unit.....	15-2
15.3.4	Occupancy Standards Transfers	15-2
15.3.5	Cost of Transfer – Mandatory Transfers.....	15-3
15.4 TENANT-INITIATED TRANSFERS.....		15-3
15.4.1	Emergency Public Safety	15-3
15.4.2	Reasonable Accommodation Transfer	15-4

15.4.3 Cost of Transfer – Tenant Initiated Transfers	15-4
15.5 SECURITY DEPOSITS – ALL TRANSFERS	15-4
15.6 TRANSFER & PENDING LEGAL ACTIONS/TERMINATION.....	15-4
15.7 VERIFICATION OF REASON FOR TRANSFER	15-4
15.8 HANDLING OF TRANSFER REQUESTS.....	15-5
15.9 TRANSFER WAITING LIST	15-5
15.10 TRANSFER OFFER POLICY	15-6
15.11 GOOD CAUSE FOR UNIT REFUSAL	15-6
15.12 DECONCENTRATION.....	15-7
15.13 REEXAMINATION POLICIES FOR TRANSFERS	15-7
CHAPTER 16: LEASE TERMINATIONS.....	16-1
16.1 INTRODUCTION.....	16-1
16.2 TERMINATION BY RESIDENT	16-1
16.3 MANDATORY TERMINATION OF ASSISTANCE	16-1
16.3.1 Mandatory Lease Provisions.....	16-2
16.3.2 Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions	16-3
16.3.3 Other Authorized Reasons for Termination	16-4
16.3.4 Family Absence from the Unit.....	16-5
16.3.5 Over-Income Families.....	16-5
16.4 ALTERNATIVES TO TERMINATION OF OCCUPANCY	16-5
16.4.1 Exclusion of Culpable Household Member	16-5
16.4.2 Repayment of Family Debts.....	16-6
16.5 CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE	16-6
16.5.1 Evidence	16-6
16.5.2 Consideration of Circumstances	16-6
16.5.3 Consideration of Rehabilitation	16-7
16.5.4 Reasonable Accommodations	16-7
16.5.5 Nondiscrimination Limitation	16-7
16.5.6 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, and Stalking. 16-7	
16.6 CONDUCTING CRIMINAL RECORDS CHECKS.....	16-8
16.7 DISCLOSURE OF CRIMINAL RECORDS TO THE FAMILY	16-9
16.8 LEASE TERMINATION NOTICE	16-9
16.8.1 Timing of the Notice	16-10
16.8.2 Notice of Nonrenewal Due to Community Service Noncompliance.....	16-10
16.8.3 Notice of Termination Based on Citizenship Status.....	16-10
16.9 EVICTION	16-10
16.10 NOTIFICATION TO THE POST OFFICE	16-11
16.11 RECORD KEEPING	16-11

CHAPTER 17: INFORMAL HEARINGS	17-1
17.1 OVERVIEW	17-1
17.2 INFORMAL HEARINGS – APPLICANTS	17-1
17.2.1 Notice of Denial.....	17-1
17.2.2 Scheduling an Informal Hearing.....	17-1
17.2.3 Informal Hearing Procedures	17-2
17.2.4 Conducting Remote Informal Hearings.....	17-2
17.2.5 Ensuring Accessibility for Persons with Disabilities and LEP Individuals	17-2
17.2.6 Informal Hearing Decision.....	17-3
17.2.7 Reasonable Accommodation for Persons with Disabilities.....	17-3
17.3 HEARINGS AND APPEALS FOR NONCITIZENS	17-3
17.3.1 Notice of Denial or Termination of Assistance	17-4
17.3.2 USCIS Appeal Process.....	17-4
17.3.3 Informal Hearing Procedures for Applicants Based on Citizenship	17-4
17.3.4 Informal Hearing Officer	17-5
17.3.5 Evidence – Citizenship Appeals.....	17-5
17.3.6 Representation and Interpretive Services.....	17-5
17.3.7 Recording and Transcript.....	17-5
17.3.8 Hearing Decision	17-5
17.3.9 Informal Hearing Procedures for Tenants Based on Citizenship.....	17-5
17.3.10 Retention of Documents	17-6
CHAPTER 18: GRIEVANCE PROCEDURE	18-1
18.1 GRIEVANCE – PUBLIC HOUSING RESIDENTS	18-1
18.2 APPLICABILITY	18-1
18.3 REMOTE HEARINGS	18-1
CHAPTER 19: RENTAL ASSISTANCE DEMONSTRATION (RAD)	19-1
19.1 OVERVIEW	19-1
19.2 PUBLIC HOUSING HOUSEHOLDS RIGHT TO RETURN	19-1
19.3 POLICIES FOR TENANTS OF RAD CONVERTED DEVELOPMENTS	19-1
19.4 WAITING LISTS	19-1
19.5 TRANSFERS TO AND FROM PH AND RAD DEVELOPMENTS	19-1
19.6 GRIEVANCE PROCEDURES	19-1
CHAPTER 20: PROGRAM INTEGRITY	20-1
20.1 INTRODUCTION.....	20-1
20.2 PREVENTING ERRORS AND PROGRAM ABUSE	20-1
20.3 DETECTING ERRORS AND PROGRAM ABUSE	20-1
20.3.1 Quality Control and Analysis of Data	20-1
20.3.2 Audits and HUD Monitoring	20-1
20.3.3 EIV Reports.....	20-2
20.4 INVESTIGATION	20-2

20.4.1	Consent to Release of Information	20-2
20.4.2	Analysis and Findings	20-2
20.4.3	Consideration of Remedies.....	20-3
20.4.4	Notice and Appeals	20-3
20.5	LRHA-CAUSED ERRORS OR PROGRAM ABUSE	20-3
20.5.1	Prohibited LRHA Staff Actions	20-3
20.5.2	Corrections.....	20-4
20.6	FAMILY-CAUSED ERRORS AND/OR PROGRAM ABUSE	20-4
20.6.1	Prohibited Family Actions	20-4
20.6.2	Applicant/Resident Penalties for Program Abuse	20-5
20.6.3	Family Reimbursement to LRHA	20-5
20.7	DEBTS OWED TO LRHA.....	20-5
20.7.1	Applicant Debt.....	20-5
20.7.2	Resident Debt	20-5
20.8	DETERMINING FRAUD	20-6
20.8.1	Factors Used to Determine Whether Misreporting is Intentional or Unintentional.....	20-6
20.8.2	Intentional Misreporting.....	20-6
20.8.3	Unintentional Misreporting	20-6
20.8.4	LRHA Actions When Misreporting is Determined	20-6
20.9	REPAYMENT AGREEMENTS	20-7
20.9.1	Repayment Agreement Terms.....	20-7
20.9.2	Late or Missed Payments	20-8
20.9.3	Transfers and Payment Agreements	20-8
20.9.4	Limit on the Number of Repayment Agreements Allowed	20-8
20.9.5	Consequences of Nonpayment/Default	20-8
20.10	GRIEVANCE HEARINGS.....	20-8
20.11	CRIMINAL PROSECUTION	20-8
20.12	RECOVERY OF FUNDS	20-9
20.13	PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)	20-9
20.13.1	PHAS Indicators	20-9
20.13.2	PHAS Scoring.....	20-10
APPENDIX A:	CARES ACT EMERGENCY WAIVERS	A-1
APPENDIX B:	DEFINITION OF A PERSON WITH A DISABILITY	B-1
APPENDIX C:	GLOSSARY	C-1
APPENDIX D:	VAWA EMERGENCY TRANSFER PLAN	D-1
APPENDIX E:	VERIFICATION OF LOCAL PREFERENCES.....	E-1
APPENDIX F:	CHARTS OF OFFENSES – DENIAL & TERMINATION	F-1
APPENDIX G:	FEDERALLY MANDATED EXCLUSIONS FROM INCOME	G-1
APPENDIX H:	GRIEVANCE PROCEDURE	H-1

CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN

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 plan 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 (see [CARES ACT EMERGENCY 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
- 24 CFR Part 966: Lease and Grievance Procedures

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
- 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.

2.2.4 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, 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.

2.2.5 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*.

2.2.6 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.

2.2.7 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.

2.2.8 Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

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

2.2.9 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 ([UETA](#), 1999).

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 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.

- 1st Offense: Resident is contacted by LRHA designated staff to discuss violation. Discussion is documented
- 2nd Offense: Resident is contacted by LRHA designated staff to discuss violation and resources available to assist the resident with policy compliance. Consequences of a 3rd violation are discussed.. Discussion is documented
- 3rd Offense: Written violation notice is sent to the resident and a \$100 fine is assessed.
- 4th 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.
- 5th Offense: If the resident cures after the 4th 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, LRHA will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

2.5 CARES Act Waivers

LRHA's Board of Commissioners passed a resolution stated authorizing the implementation of necessary changes and corrections to fully implement HUD's CARES Act waivers in accordance with HUD's PIH notice 2020-13 and successor notices. LRHA maintained the authority to use these waivers through the expiration date established by HUD. Information on LRHA's waivers can be found in Appendix A; however, in future ACOP revisions the CARES Act waivers will be removed.

CHAPTER 3: FAIR HOUSING & 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 Reauthorization Act of 2013 (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 a Person with a Disability

Where reasonable accommodations are concerned, see [DEFINITION OF A PERSON WITH A DISABILITY](#).

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 plan. 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 of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking 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, and stalking, 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.

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

Definitions used under Violence Against Women Act (VAWA)

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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.

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.

3.10.2 Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking

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, or stalking. 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 and Stalking

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, 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 or stalking.

Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking 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 or stalking 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, or stalking 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, and stalking; 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 and stalking 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 Reauthorization Act of 2013.

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 or stalking, 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 or stalking. 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 and Portability under VAWA

LRHA may allow a household to move, if the household has complied with all other obligations of the program, in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault 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 Transfer Policy.

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 & 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, or stalking, 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 – 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 & 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
- 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.

4.15.2 Working 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).

4.15.3 Elderly/Disabled Family Preference

LRHA has established a local preference for elderly/disabled families.

An elderly family is defined as a family where the head, co-head or spouse is at least 62 years of age. A disabled family is family where the head, co-head or spouse is a 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. 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.

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 point: 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 LRHA;
- Have income at or below specified income limits;
- Qualify on the basis of citizenship or the eligible immigrant status of family members;
- Provide Social Security number information for all family 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.

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

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; or
- A person, or any other single person; 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 Interdependent Relationship or Domestic Partnership

To claim an interdependent relationship or domestic partnership, individuals must demonstrate and certify that each individual's income and other resources will be available to meet the needs of the family and that

the family otherwise comprises a *housekeeping unit*, meaning the individuals share expenses, household chores, household shopping responsibilities, and other common household activities. An interdependent relationship/domestic partnership may exist regardless of actual or perceived sexual orientation, gender identity, or marital status.

An interdependent relationship or domestic partnership is defined as a committed relationship between two adults, in which the partners:

- Maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
- Are at least 18 years of age and mentally competent to consent to contract;
- Share responsibility for a significant measure of each other's financial obligations;
- Are not the domestic partner of anyone else;
- Are willing to certify, if required by the agency, that they understand that willful falsification of any documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification.

5.2.5 Dependent

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.

5.2.6 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 Subsidy 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.

5.2.7 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.

5.2.8 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).

5.2.9 Elderly Persons

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

5.2.10 Near-Elderly Persons

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

5.2.11 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.

5.2.12 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 Appendix: **DEFINITION OF A PERSON WITH A DISABILITY** for the applicable definitions.

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

5.2.13 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.

5.2.14 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.

5.2.15 Foster Children and Foster Adults

A *foster child* is a child who is in the legal guardianship or custody of a State, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short- or long-term foster care arrangement with the custodial agency.

A *foster adult* is usually a person with disabilities, unrelated to the tenant family, who is unable to live alone.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

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. See policies on [INCOME OF FOSTER CHILDREN AND FOSTER ADULTS](#).

5.2.16 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.

5.2.17 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 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 AND OF ELIGIBLE IMMIGRATION STATUS** policies in the Verification chapter.

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.4.5 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.

5.4.6 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.

5.4.7 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.

5.5 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.

5.5.1 SSN Documentation

See policies on verification of Social Security numbers ([SOCIAL SECURITY NUMBER VERIFICATION](#)).

5.5.2 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.

5.5.3 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 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, Authorization for the Release of Information/Privacy Act Notice or comparable form authorized by HUD.

Additionally, family members 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 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.

LRHA will deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F (24 CFR 982.552(b)(3)).

5.10 HOUSEHOLD MEMBER TURNING 18 BETWEEN ELIGIBILITY AND LEASE UP

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.

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.

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 (2nd) interview. If the family does not attend the 2nd 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.

5.13 EIV 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.

5.14 EIV 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.

5.15 EIV 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 IMS/PIC submission date 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.

5.16 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.

5.16.1 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.

5.17 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 & 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 Plan in concert with the **Criteria for Denials** table in the Appendix of this Plan.

5.17.1 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.

5.17.2 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.

5.18 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.

5.18.1 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.

5.19 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.

5.19.1 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.

5.19.2 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.

5.20 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. See discussion in [Reasonable Accommodations](#).

5.21 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.

5.22 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.

5.23 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.

5.24 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 & 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 (defined below), 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 Transfer Policy as found in the ACOP.

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 – 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

Annual income is a household's total income from all sources as determined by LRHA. Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;
 - Payments a household receives on a regular basis counts as income. Some examples are: employment, Social Security, welfare and business income.
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Are not specifically excluded under [24 CFR 5.609\(c\)](#), where applicable.
- Annual income also covers amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

- Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by LRHA. For contributions that may vary from month to month (e.g., utility payments), LRHA will include an average amount based upon past history.

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. Include employment income of an emancipated minor if the emancipated minor is the head of household, co-head or spouse.
- The net income from operation of a business or profession.
 - Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.
 - *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. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered

a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

- *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.
- 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 contributions of assets or equipment. For example, if a member of an assisted family provided an upfront loan of \$2,000 to help a business get started, LRHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

- 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.
- 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.

To determine business expenses that may be deducted from gross income, LRHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
 - If the family has net family assets at \$5,000 or less, annual income shall include the actual income from those assets;
 - If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate.
- The full amount of **periodic** payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (see **ANNUAL INCOME EXCLUSIONS** for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income benefits).
 - If a resident family member is a payee for someone who is **not** a member of the resident family, LRHA will **not** include the payments in the calculation of annual income.
 - If someone outside the resident family is a payee for one of the resident family members, LRHA will include the payments in the calculation of annual income.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see **ANNUAL INCOME EXCLUSIONS** concerning treatment of lump-sum additions as family assets).

- All welfare assistance payments (Temporary Assistance to Needy Families and/or General Assistance) received by or on behalf of any family member.
- Imputed welfare income: Such amounts that involve a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, because of fraud by a family member in connection with the welfare program or because of welfare agency sanction against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program shall be included in annual income. This limitation does not apply to the loss of welfare benefits resulting from the expiration of a lifetime limit on benefits or a durational time limit on benefits.
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
- All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.

7.3 ANNUAL INCOME EXCLUSIONS

Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;
- Income from the employment of an emancipated minor if the emancipated minor is not the head of household, co-head or spouse;
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone). Includes Kinship, Kin-GAP and other guardianship payments;

LRHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency;

- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (see above if the payments are or will be periodic in nature). See section below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits;
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, provided the person meets the definition of a live-in aide;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:

- Amounts received under HUD-funded training programs;
- 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);
- 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;
- Amounts received under a client services stipend. A client services stipend is a modest amount (not to exceed \$200/month) received by a public housing client for performing a service for LRHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination. No client may receive more than one such stipend during the same period of time; and
- Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as 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 a limited period as determined in advance by LRHA.
- Temporary, non-recurring, or sporadic income (including gifts);

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed;
- 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;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 - Unearned income of adult full-time students, such as Social Security, SSI, child support, etc. is included as income.
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;
- 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;
- Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
- 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. A list of these federally mandated exclusions are included in [FEDERALLY MANDATED EXCLUSIONS FROM INCOME](#).

7.4 ANTICIPATING ANNUAL INCOME

LRHA will calculate anticipated annual income by adding the income the family expects to receive during the 12-month period following the family's admission or regular reexamination effective date. Accordingly, annual income is calculated by projecting current income forward for a 12-month period.

When LRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), 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. See [SEASONAL INCOME](#) policies.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to LRHA to show why the historic pattern does not represent the family's anticipated income.

7.5 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 require an interim reexamination when the change actually occurs.

7.6 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*.

7.7 SEASONAL INCOME

People in some occupations regularly work less than 12 months per year, i.e., school employees, agricultural workers and construction workers. To determine annual income for individuals who have seasonal income, 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.

7.8 INCOME OF FOSTER CHILDREN AND FOSTER ADULTS

- Earned income of foster children is excluded from annual income.
- Earned income of foster adults is included in annual income.
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) are excluded from annual income only if the care is provided through an official arrangement with a local welfare agency.
- All other income received on behalf of a foster child or a foster adult is included in annual income. For example, if a foster adult receives Supplemental Security Income payments those payments are included in annual income.

7.9 EARNED INCOME OF FULL-TIME STUDENTS

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted. To be considered full-time, a student must be considered full-time by an educational institution with a degree or certificate program.

7.10 EARNED INCOME DISALLOWANCE

The earned income disallowance (EID) is designed to promote self-sufficiency for families in the public housing program who meet the definition of a *qualified family*.

7.10.1 Eligibility

This disallowance applies only to individuals in families already participating in the public housing program and therefore does not apply for purposes of admission.

A qualified individual is an individual who is participating in the public housing program and experiences an increase in annual income due to **one** of the following:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member during participation in any economic self-sufficiency or other job training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least \$500.

7.10.2 Disallowance of Increase in Annual Income

Once a family member is determined to be eligible for the EID, the 24-calendar month period starts.

24-Month Exclusion

During the 24-month period beginning on the date an eligible member of 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 family member as a result of employment over prior income of that family member.

Maximum Two-Year Disallowance

The disallowance of increased income of an eligible individual family member is limited to a lifetime 24-month period. The disallowance applies for a maximum of 24 months for the 100% disallowance.

Example of How the EID Works

Time Frame	EID Under this Regulation
January 2017 (month one)	<ul style="list-style-type: none"> • Carl begins working and is eligible for EID. • 100% of Carl's increase in earned income is excluded
July 2017 (month seven)	<ul style="list-style-type: none"> • Carl is laid off. • EID "clock" continues to run.
February 2018 (month 14)	<ul style="list-style-type: none"> • Carl begins working again. • 100% of the increase in earned income due to Carl's employment is excluded.
December 2018 (month 24)	<ul style="list-style-type: none"> • This is the final month during which Carl receives his EID benefit.

7.11 ASSET INCOME

There are two terms that are important in calculating asset income: market value and cash value.

Market value is the face value of an asset, its worth in the market (i.e., the amount a buyer would pay for real estate or the total value of an investment account).

The *cash value* of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:

- Penalties for premature withdrawal;
- Broker and legal fees; and
- Settlement costs for real estate transactions.

7.11.1 General Calculation of Asset Income

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 LRHA.

7.11.2 Passbook Savings Rate

LRHA will initially set the imputed asset passbook rate at the national rate established by the Federal Deposit Insurance Corporation (FDIC). LRHA will review the passbook rate annually, in November of each year. The rate will not be adjusted unless the current LRHA rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

7.11.3 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, LRHA will count the full value of the asset. 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 an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, LRHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, LRHA will prorate the asset evenly among all owners.

7.11.4 Assets Disposed of for Less than Fair Market Value

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.

7.12 ADJUSTED INCOME

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

7.13 DEDUCTIONS

In determining adjusted income, LRHA will deduct the following amounts from annual income:

- \$480 for each dependent;
- \$400 for any elderly family or disabled family;
- The sum of the following, to the extent the sum exceeds three percent of annual income:
 - Unreimbursed medical expenses of any elderly family or disabled family;
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- Any reasonable child care expenses necessary to enable a member of the family to be employed, to actively seek employment, or to further his or her education.

7.13.1 Dependent Deduction

An allowance of \$480 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.

7.13.2 Elderly or Disabled Family Deduction

Single deduction of \$400 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.

7.13.3 Medical Expenses Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three 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.

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “medical expenses, including Medical expenses include medical insurance premiums and medical expenses that are anticipated during the period for which annual income is computed, and that are not covered by insurance”.

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used as a reference to determine the costs that qualify as medical expenses. Over-the-counter products will not be eligible for deductions as medical expenses unless they are accompanied by a doctor's prescription.

Summary of Allowable Medical Expenses from IRS Publication 502	
<ul style="list-style-type: none">• Services of medical professionals• Surgery and medical procedures that are necessary, legal, non-cosmetic• Services of medical facilities• Hospitalization, long-term care, and in-home nursing services• Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor• Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	<ul style="list-style-type: none">• Substance abuse treatment programs• Psychiatric treatment• Ambulance services and some costs of transportation related to medical expenses• The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)• Cost and continuing care of necessary service animals• Medical insurance premiums or the cost of a health maintenance organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

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

7.13.4 Disability Assistance Expenses Deduction

Reasonable 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 three percent of annual income; 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 disabilities) 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 Disability Expenses

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (i.e., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family identifies and LRHA verifies the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

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 client family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family identifies and LRHA verifies the type of care or auxiliary apparatus to be provided. The family must describe how the expenses enable a 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.

7.13.5 Child Care Expense Deduction

HUD defines *child care expenses* at 24 CFR 5.603(b) as “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.”

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. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses.

Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child-care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, LRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being claimed.

Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no limit on the amount that may be deducted for child care, although the care must still be necessary and reasonable. However, when

child care enables a family member to work, the deduction is capped by the amount of employment income that is included in annual income. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered at a time.

Eligible Child Care Expenses

The type of care to be provided is determined by the client family. 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.

Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (i.e., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

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. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. 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.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if:

- A family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and
- The family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

To establish the reasonableness of child care costs, LRHA will use the schedule of child care costs from the local welfare agency. Families may present, and LRHA will consider, justification for costs that exceed typical costs in the area.

7.14 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.

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 TOTAL TENANT PAYMENT: OVER-INCOME FAMILIES

Until the HOTMA final rule is implemented, families whose adjusted income exceeds 120% of the area median income for two consecutive years will be treated as public housing families and offered the option of paying an income-based rent or a flat rent at their next annual reexamination.

Once the final HOTMA rule implementing section 16(a)(5)(A)(i) alternative rent options takes legal effect, all over-income families who have exceeded the over-income limit for at least two consecutive years will be either terminated or charged an alternative rent in accordance with LRHA's ACOP.

8.4 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.

8.5 MINIMUM RENT

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

8.6 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.

8.6.1 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.

8.6.2 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.

8.6.3 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.

8.6.4 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.

8.7 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](#).

8.7.1 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.

8.7.2 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.

8.7.3 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.

8.7.4 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.

8.7.5 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.

8.7.6 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.

8.7.7 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.

8.7.8 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.

8.8 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.

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information, any other HUD-required form, and other forms required by LRHA as part of the application process and as part of the re-certification process. The purpose of form HUD-9886 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.

If any family member who is required to sign a consent form fails to do so, LRHA will deny admission to applicants or terminate the resident household. The family may request a hearing in accordance with LRHA's **INFORMAL HEARINGS** (for applicants) and **GRIEVANCE PROCEDURE** (for residents).

9.3 OVERVIEW OF VERIFICATION REQUIREMENTS

The following are LRHA's general verification requirements:

- Any documents submitted for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to LRHA.
- Generally, documents submitted for verification will remain valid for 120 calendar days from the date of receipt.
 - If 120 or more days have elapsed since the verification information was received by LRHA **for any reexamination** and the 50058 is not yet validated, LRHA will request updated income information from the household, including but not limited to, current pay stubs and benefits letters. If the difference between the updated income information and the previously calculated information is greater than \$200 per month, LRHA will recalculate income and TTP using the updated family-provided income. If the difference is less than \$200 per month, no changes will be made. If the family cannot provide updated documentation of income, LRHA will follow the hierarchy of verification and attempt to receive updated verification from the third-party source.
 - Criminal history reports will be valid for one year.
- The documents must not be altered or in any way illegible. LRHA may reject any family-provided documentation if:
 - The document is not an original; or
 - The original document has been altered, mutilated, or is not legible; or
 - The document appears to be a forged document (i.e., does not appear to be authentic).
- Print-outs from web pages may be considered original documents.

- The cost of verification will not be passed on to the household.
- Any family self-certifications must be made in a format acceptable to LRHA.
- LRHA staff member who views the original document must make a photocopy and date stamp the copy with the date the document was received.
- Unless otherwise stated, LRHA will accept documents dated more than six months before the date of the applicant's eligibility review or the resident's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides annual reports, LRHA would accept the most recent report. However, because a Social Security benefit letter may be obtained more than once per year, LRHA will not accept a benefit letter that is more than 60 calendar days old.

9.4 VERIFICATION HIERARCHY

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:

- Upfront income verification (UIV) using HUD's Enterprise Income Verification (EIV) system and the Income Validation Tool (IVT);
- UIV using a non-HUD system;
- Written third-party verification (may be provided by applicant or resident);
- Written third-party verification form;
- Oral third-party verification;
- Self-certification.

9.5 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 interim reexaminations of family composition and income. The following policies apply to the use of HUD's EIV system.

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

- Review the EIV Income and IVT reports to confirm/validate resident-reported income;
- Print and maintain the EIV Income and IVT Reports in the resident file;
- Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable); and
- Use current, family-provided documentation and/or third-party verification to calculate annual income.

9.5.1 Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income during interim and 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.

9.5.2 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 compared to family-provided information as part of the regular and 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. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

New Admission

For each new admission, LRHA will review the EIV Income and IVT Reports within 120 days from the first PIC submission date 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 income report.

Historical Adjustment

For each historical adjustment, LRHA will run the EIV Income and IVT Reports within 120 days from the PIC submission date to ensure that families 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/IVT reports.

Interim Reexamination of Family Income and Composition

For each interim reexamination of family income and composition, LRHA will review the EIV Income and IVT Reports to ensure that families accurately reported income. 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.

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 EIV Income and IVT 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.

9.5.3 EIV Identity Verification

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data 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 identify residents whose identity verification has failed. LRHA will attempt to resolve PIC/SSA 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.

9.6 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.

9.7 THIRD-PARTY WRITTEN VERIFICATION

Written third-party verification is an original or authentic document generated by a third-party source dated within 60 days of LRHA request date. 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.

9.8 WRITTEN THIRD-PARTY VERIFICATION FORM

When upfront verification is not available and the family is unable to provide written third-party documents, or the documents provided by the family are rejected by LRHA, LRHA will request a written third-party verification form. LRHA may mail, fax, or e-mail third-party written verification form requests to third-party sources.

9.9 ORAL THIRD-PARTY VERIFICATION

Oral third-party verification is mandatory if no form of written third-party verification is available. It may be used when requests for written third-party verification forms have not been returned within seven (7) business days. LRHA will document oral verification attempts in the resident file.

9.10 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. 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.

9.11 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;
- Net family assets total \$5,000 or less and LRHA has adopted a policy to accept self-certification at annual reexamination, when applicable.

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.

9.12 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.

9.13 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*.

9.14 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.

9.15 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
<ul style="list-style-type: none">• 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	<ul style="list-style-type: none">• 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.

9.16 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.

9.16.1 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.

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.

9.16.2 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.

9.17 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.

9.18 VERIFICATION OF FAMILY RELATIONSHIPS

9.18.1 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.

9.18.2 Interdependent Relationship

LRHA may require the family to provide documentation that their interdependent relationship or domestic partnership meets the definition of a committed relationship between two adults. This may include one or more of the following:

- Joint bank accounts;
- Shared apartment lease or mortgage;
- Joint credit card(s);
- Health care proxy for one another;
- Joint utility bills;
- Joint car lease or car title;
- Other proof that is sufficient to establish economic interdependency under the circumstances of the particular case.

9.18.3 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.

9.18.4 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).

9.18.5 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.

9.19 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.

9.20 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 last 60 days) 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.

9.21 VERIFICATION OF U.S. CITIZENSHIP AND OF 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.

9.22 VERIFICATION OF PREFERENCE STATUS

For local preferences, LRHA will follow the verification requirements as indicated in [VERIFICATION OF LOCAL PREFERENCES](#).

9.23 VERIFICATION OF INCOME

LRHA will verify income using applicable regulatory, and agency policies and procedures.

9.23.1 Employment Income

For verification of wages using pay stubs (written third-party verification), LRHA requires three consecutive pay stubs, regardless of pay frequency. The pay stubs must be consecutive.

9.23.2 Business and Self-Employment Income

Business owners and self-employed persons will be required to provide one or more of the following:

- An audited financial statement for the previous fiscal year if an audit was conducted.
- If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All IRS schedules completed for filing federal and local taxes in the preceding year. 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.

LRHA will 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 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 to twelve 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.

9.23.3 Verification of Social Security and SSI Benefits

To verify the Social Security and SSI benefits of applicants, LRHA will request a current (dated within the last 60 days) 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.

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.

9.23.4 Alimony or Child Support

If the family declares that it **receives child support payments**, whether regular or irregular, LRHA will required third-party verification from the child support enforcement agency or child support provider.

9.23.5 Asset Income

For families with net assets totaling \$5,000 or less, LRHA will accept the family's self-certification of the value of family assets and anticipated asset income. The family's declaration must show each asset and the amount of income expected from that asset.

LRHA will obtain third-party documentation of assets for new applicants and whenever a family member is added.

LRHA will obtain third-party verification of asset value and income once every three years for families with net assets totaling \$5,000 or less.

LRHA will obtain third-party verification when family net assets are greater than \$5,000.

Retirement Accounts

LRHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts. The type of original document that will be accepted depends upon the family member's retirement status.

- **Before** retirement, LRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than six months from the effective date of the examination.
- **Upon** retirement, LRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
- **After** retirement, 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.

9.23.6 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 defined in 24 CFR 5.609(c1 –c17), as may be amended (see **FEDERALLY MANDATED EXCLUSIONS FROM INCOME**), and 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.

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 60 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.

9.23.7 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.

9.24 VERIFYING MANDATORY DEDUCTIONS

Policies in this section cover verification of mandatory deductions.

9.24.1 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.

9.24.2 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.

9.24.3 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.

9.24.4 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.

- **Information to Be Gathered:** 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.
- **Seeking Work:** Whenever possible, LRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases, LRHA will request documentation from the agency of the member's job seeking efforts to date and require the family to submit to LRHA any reports provided to the other agency.

In the event documentation is not available, LRHA will provide the family with a form on which the family member must record job search efforts. LRHA will review this information at each subsequent reexamination for which this deduction is claimed.

- **Furthering Education:** LRHA will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.
- **Gainful Employment:** LRHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. The documentation may be provided by the family.

Allowable Type of Child Care

LRHA will verify that the type of child care selected by the family is allowable.

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.

9.25 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) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

CHAPTER 10: LEASING & INSPECTIONS

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.

LRHA will inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, LRHA may require additional inspections in accordance with LRHA policy.

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 and Economic Self-Sufficiency 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
- Information about the protections afforded by the Violence against Women Act of 2005 (VAWA) to victims of domestic violence, dating violence, and stalking (see section 16-VII.C)

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 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 [Required Interim Re.](#)**Error! Reference source not found.**

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.

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 twelve-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 COB 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.

10.9 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.

10.12 MINIMUM HEATING STANDARDS

If LRHA controls the temperature, the minimum temperature in each unit will be at least 65 degrees Fahrenheit between October 15th and May 1st.

10.13 TYPES OF INSPECTIONS

It is LRHA's responsibility to maintain the premises, building facilities, common areas and grounds, not otherwise assigned to the residents, in a decent, safe and sanitary condition. LRHA will provide inspections of the unit by management or qualified maintenance staff.

10.13.1 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.

10.13.2 Move-Out Inspections

LRHA will inspect the unit at the time the tenant vacates the unit. LRHA will provide the tenant a written statement of the charges, if any, for which the tenant is responsible within 10 business days of conducting the move-out inspection. The head of household or co-head will join in such inspection, unless the head of household or co-head is hospitalized or vacates without notice to LRHA.

If present, the head of household or co-head will sign the move-out inspection form.

10.13.3 Annual Inspections (UPCS)

LRHA will inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS).

10.13.4 Housekeeping Inspections and Related Follow-Up

LRHA will conduct housekeeping inspections on an annual basis; however, LRHA may identify housekeeping violations at other times outside of the housekeeping inspection.

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 ,

After a failed housekeeping inspection, a reinspection will be conducted within 30 business days to confirm that the resident has complied with the requirement to correct the housekeeping violations. LRHA may require the tenant to attend housekeeping classes when and if there is a failed housekeeping inspection. Failure to correct the housekeeping violation, failure to provide access for the housekeeping reinspection and/or failure to attend scheduled housekeeping classes is a violation of the Lease and may result in termination of tenancy in accordance with this ACOP.

If the tenant is issued another Housekeeping lease violation (citation) within 60 days of a failed housekeeping re-inspection, LRHA will send a Lease Termination Notice.

10.13.5 Special Inspections

LRHA staff may conduct a special inspection for any of the following reasons:

- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists

10.13.6 Other Inspections

Building exteriors, grounds, common areas and systems will be inspected according to LRHA's maintenance plan.

Playground inspections will be conducted quarterly to determine the condition and identify any needed maintenance.

10.14 SCHEDULING INSPECTIONS/UNIT REPAIRS

Inspections and non-emergency repairs will be completed during business hours. LRHA will not reschedule inspections or repair appointments.

LRHA will provide written notice of a scheduled inspection at least 7 business days prior to the scheduled inspection date. LRHA will not provide written notice for a requested repair and/or preventive maintenance related services.

If the tenant is not present for a scheduled inspection or for a unit repair/maintenance service, LRHA will conduct the inspection and/or complete the repair/service and will leave a notice to the family that the unit has been entered, including the outcome of the inspection and/or repair.

10.15 NOTICE OF NON-EMERGENCY ENTRIES

LRHA shall have the right to enter the property at all reasonable times to make routine inspections and maintenance, to make improvements or repairs, for pest control purposes, or to determine if Tenant continues to occupy the property when reasonable doubt exists, provided prior notice is sent to Tenant and Tenant has not requested that LRHA reschedule the date of entry.

Entry for repairs requested by the tenant will presume permission for LRHA to enter the unit.

10.16 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.

10.17 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, prior to leaving the dwelling unit, LRHA will leave a written statement showing the date, time and purpose of the entry.

10.18 EMERGENCY REPAIRS

Generally, the following are considered emergency conditions:

- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling;
- Natural or Liquid Petroleum (LP) gas or fuel oil leaks;
- Any electrical problem or condition that could result in shock or fire;
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;
- Utilities not in service, including no running water;
- Obstacles that prevent safe entrance or exit from the unit;
- Absence of a functioning toilet in the unit; or
- Inoperable smoke detectors.

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.

If the damage was caused by a household member or guest, LRHA will charge the family for the reasonable cost of repairs. LRHA may also take lease enforcement action against the family.

It is LRHA's policy to respond to emergency work orders within twenty-four (24) hours. If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, LRHA will complete or abate such conditions within 24 hours. LRHA has established a target of correcting or abating 99% of emergency work orders within 24 hours.

If LRHA cannot make repairs quickly, LRHA will 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 tenant rejects the alternative accommodations.

10.19 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.

10.20 SMOKE DETECTORS

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

CHAPTER 11: UTILITY ALLOWANCES

11.1 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

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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 12: CONTINUED OCCUPANCY AND REEXAMINATIONS

12.1 INTRODUCTION

This chapter discusses both regular and interim reexaminations, as well as requirements for continued occupancy.

12.2 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;
- 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.

12.3 OVER-INCOME FAMILIES

Under the Housing Opportunity Through Modernization Act (HOTMA) of 2016, over-income is defined as a family with adjusted income which exceeds 120% of area median income (AMI).

Until the HOTMA final rule is implemented, families whose adjusted income exceeds 120% of the area median income for two consecutive years will be treated as public housing families and offered the option of paying an income-based rent or a flat rent at their next annual reexamination.

Once the final HOTMA rule implementing section 16(a)(5)(A)(i) alternative rent options takes legal effect, all over-income families who have exceeded the over-income limit for at least two consecutive years must be either terminated or charged an alternative rent in accordance with LRHA's ACOP.

At a regular or interim reexamination, if a family's adjusted income exceeds the applicable over-income limit, LRHA will document the family file and begin tracking the family's over-income status. A family which is over-income will be placed on an annual recertification frequency beginning with the first regular or interim recertification in which the family exceed the over-income limit.

If one year after the applicable regular or interim reexamination the family's adjusted income continues to exceed the applicable over-income limit, LRHA will notify the family, in writing, that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to LRHA's over-income rent policies.

If, at any time, an over-income family experiences a decrease in income, 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 two-year grace period.

12.4 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.

12.5 REGULAR REEXAMINATIONS

LRHA will conduct a reexamination of family income and/or composition at least annually, except for [Streamlined Recertification for Family Members with Fixed Income Sources](#). 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.

12.5.1 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](#)).

12.5.2 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.

12.5.3 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.

12.5.4 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.

12.5.5 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.

12.5.6 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.

12.5.7 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](#)).

12.5.8 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.

12.5.9 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.

12.5.10 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.

12.5.11 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.

12.5.12 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.

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.

12.6 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.

12.6.1 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 composition;
- Increase in any type of income for a family reporting zero income or reporting only temporary or sporadic family;
- Increase in any type of income for any family on minimum rent or on a financial hardship exemption from minimum rent.

12.6.2 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.

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.

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.

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.

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.

12.6.3 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.

12.6.4 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 will conduct interim reexaminations in the following instances:

- As applicable, the start and conclusion of the 24-month Earned Income Disallowance period;
- If at the time of the regular reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, LRHA will conduct an interim reexamination.
- 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.

12.6.5 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 [ANNUAL INCOME](#).

12.6.6 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.

12.7 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.

12.7.1 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](#).

12.7.2 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.

12.7.3 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.

12.8 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.

12.9 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.

12.9.1 Military Families – Absence from the Unit and Continued Occupancy

[PIH Notice 2003-5](#) 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.

12.9.2 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.

12.10 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.

12.11 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 13: PETS

13.1 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.

13.2 ASSISTANCE ANIMALS

There are two types of assistance animals:

1. Service animals, and
2. Support animals.

For approved assistance animals, the [Pet Deposit](#) and [Error! Reference source not found.](#) do 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.

13.2.1 Service Animals

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.

13.2.2 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.

13.2.3 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.

13.2.4 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.

13.3 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.

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 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.

13.3.5 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.

13.3.6 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.

13.3.7 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.

13.3.8 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.

13.3.9 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.

13.3.10 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.

13.3.11 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.

13.3.12 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.

13.3.13 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.

13.3.14 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.

13.3.15 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.

13.3.16 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.

13.3.17 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.

13.3.18 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.

13.3.19 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.

13.3.20 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.

13.3.21 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.

13.3.22 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.

13.3.23 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.

13.3.24 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.

13.3.25 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 14: COMMUNITY SERVICE

14.1 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.

14.2 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 PHA 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.

14.3 BASIC COMMUNITY SERVICE & 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](#).

14.4 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).

14.5 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.

14.6 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.

14.7 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).

14.8 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.

14.9 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.

14.9.1 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.

14.9.2 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.

14.9.3 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.

14.10 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.

14.10.1 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.

14.10.2 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](#)).

14.11 NONCOMPLIANCE

14.11.1 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.

14.11.2 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 TERMINATION](#).

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.

14.12 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 & EQUAL OPPORTUNITY**.

CHAPTER 15: TRANSFER POLICY

15.1 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.

15.2 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.

15.3 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 five (5) 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.

15.3.1 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.

15.3.2 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.

15.3.3 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.

15.3.4 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.

15.3.5 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.

15.4 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.

15.4.1 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](#).

15.4.2 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.

15.4.3 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.

15.5 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.

15.6 TRANSFER & 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.

15.7 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;
- UPCS 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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 16: LEASE TERMINATIONS

16.1 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.

16.2 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.

16.3 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 & 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.

16.3.1 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.

16.3.2 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.

16.3.3 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 [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.

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.

16.3.4 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.

16.3.5 Over-Income Families

LRHA will not evict or terminate the tenancies of families solely because they are over income.

16.4 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.

16.4.1 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.

16.4.2 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](#)).

16.5 CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

16.5.1 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.

16.5.2 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.

16.5.3 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.

16.5.4 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.

16.5.5 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.

16.5.6 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, and Stalking

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 and Stalking](#), 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.

16.6 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.

16.7 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.

16.8 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](#)**.

16.8.1 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.

16.8.2 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.

16.8.3 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.

16.9 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.

16.10 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.

16.11 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 17: INFORMAL HEARINGS

17.1 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](#).

17.2 INFORMAL HEARINGS – 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.

17.2.1 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.

17.2.2 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.

17.2.3 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.

17.2.4 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.

17.2.5 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.

17.2.6 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.

17.2.7 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.

17.3 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.

17.3.1 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.

17.3.2 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.

17.3.3 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.

17.3.4 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.

17.3.5 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.

17.3.6 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.

17.3.7 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.

17.3.8 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.

17.3.9 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.

17.3.10 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 18: GRIEVANCE PROCEDURE

18.1 GRIEVANCE – PUBLIC HOUSING RESIDENTS

LRHA has a grievance procedure (**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.

18.2 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.

18.3 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 19: RENTAL ASSISTANCE DEMONSTRATION (RAD)

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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 20: PROGRAM INTEGRITY

20.1 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.

20.2 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.

20.3 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.

20.3.1 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.

20.3.2 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.

20.3.3 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.

20.4 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.

20.4.1 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.

20.4.2 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.

20.4.3 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.

20.4.4 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).

20.5 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.

20.5.1 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.

20.5.2 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.

20.6 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.

20.6.1 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.

20.6.2 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.

20.6.3 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.

20.7 DEBTS OWED TO LRHA

Households must pay all debts owed to LRHA regardless of whether a repayment agreement is offered.

When a family refuses to repay monies owed to LRHA, LRHA may use other available collection alternatives.

20.7.1 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.

20.7.2 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.

20.8 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.

20.8.1 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.

20.8.2 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](#).

20.8.3 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](#).

20.8.4 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.

20.9 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.

20.9.1 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.

20.9.2 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.

20.9.3 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.

20.9.4 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.

20.9.5 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.

20.10 GRIEVANCE HEARINGS

Households may request an informal hearing or grievance hearing on any adverse action in accordance with **INFORMAL HEARINGS – APPLICANTS** (for applicants) or **GRIEVANCE PROCEDURE** (for residents), as applicable. However, households may not request a hearing regarding the existence of a repayment agreement.

20.11 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.

20.12 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.

20.13 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.

20.13.1 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 <ul style="list-style-type: none">• 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 decent, safe, sanitary, and in good repair.• To determine the physical condition of a PHA's projects, inspections are performed of the following five major areas of each public housing project: site, building exterior, building systems, dwelling units, and common areas. 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 <ul style="list-style-type: none">• 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.

20.13.2 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: CARES ACT EMERGENCY WAIVERS

On March 27, 2020, the CARES Act (Public Law 116-136) was signed into law as a response to the SARS-CoV-2 Coronavirus pandemic, and the disease (COVID-19) it causes. Pursuant to this Act, the Department of Housing and Urban Development (HUD) waived and established alternative requirements for numerous statutory and regulatory requirements for the Public Housing and Housing Choice Voucher (HCV) programs. The following PIH Notices cover LRHA's waivers and alternative requirements:

- HUD Notice PIH 2020-05, issued April 10, 2020
- HUD Notice PIH 2020-13, issued July 2, 2020
- HUD Notice PIH 2020-24, issued September 14, 2020
- HUD Notice PIH 2020-33, issued November 30, 2020
- HUD Notice PIH 2021-14, issued May 4, 2021

The Lynchburg Redevelopment Housing Authority (LRHA) has elected to utilize some of the waivers and alternative requirements, as these flexibilities allowed LRHA to focus on its most urgent matters. The waivers LRHA will be utilizing for the Public Housing program are outlined in the table below including the start and end dates for the waivers.

No.	Waiver Name	Statutory & Regulatory Waivers	Summary of Alternative Requirements	Availability Period Start Date	Availability Period End Date
1.	PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> Permits the PHA to delay the annual reexamination of income and family composition HCV PHAs must implement HCV-7 for impacted families if they implement this waiver 	<ul style="list-style-type: none"> 4/10/2020 	<ul style="list-style-type: none"> 6/30/21 All reexams due in CY20 must be completed by 12/31/20. Reexams due between 1/1/21 and 12/31/21 would need to be completed by 12/31/21.
2.	PH and HCV-3 Family Income and Composition: Annual Examination; Income Verification Requirements	<u>Regulatory Authority</u> §§ 5.233(a)(2), 960.259(c), 982.516(a) <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	<ul style="list-style-type: none"> Waives the requirements to use the income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later 	<ul style="list-style-type: none"> 4/10/2020 	<ul style="list-style-type: none"> 12/31/2021
3.	PH and HCV-4	<u>Statutory Authority</u>	<ul style="list-style-type: none"> Waives the requirement to use 	<ul style="list-style-type: none"> 4/10/2020 	<ul style="list-style-type: none"> 12/31/2021

No.	Waiver Name	Statutory & Regulatory Waivers	Summary of Alternative Requirements	Availability Period Start Date	Availability Period End Date
	Family Income and Composition: Interim Examinations	Section 3(a)(1) <u>Regulatory Authority</u> §§ 5.233(a)(2), 982.516(c)(2), 960.257(a), (b) and (d), 960.259(c) <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	the income verification requirements, including the use of EIV, for interim reexaminations		
4.	PH and HCV-5 Enterprise Income Verification (EIV) Monitoring	<u>Regulatory Authority</u> § 5.233 <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	<ul style="list-style-type: none"> • Waives the mandatory EIV monitoring requirements 	<ul style="list-style-type: none"> • 4/10/2020 	<ul style="list-style-type: none"> • 12/31/2021
5.	PH-4 ACOP Adoption of Tenant Selection Policies	24 CFR § 960.202(c)(1)	<ul style="list-style-type: none"> • Waives the requirement and allows PHAs to adopt and implement changes to the ACOP on an expedited basis 	<ul style="list-style-type: none"> • 4/10/2020 	<ul style="list-style-type: none"> • 12/31/2021
6.	PH-5 Community Service and SS requirements	Section 12(c) of the USHA of 193724 CFR § 960.603(a) and 960.603(b)	<ul style="list-style-type: none"> • Suspends the CSSR 	<ul style="list-style-type: none"> • 5/4/2021 	<ul style="list-style-type: none"> • 4/30/2022
7.	11a PHAS	<u>Regulatory Authority</u> 24 CFR 902	<ul style="list-style-type: none"> • Allows for alternatives related to inspections • PHA to retain prior year PHAS score unless requests otherwise 	<ul style="list-style-type: none"> • 4/10/2020 	<ul style="list-style-type: none"> • HUD will carry forward the most recent PHAS score on record for any PHAs with a fiscal year on or before 12/31/2021
8.	11c Uniform Financial Reporting Standards: Filing of Financial Reports; Reporting Compliance Dates	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> • Allows for extensions of financial reporting deadlines • Normal Date: 9/30/2020 • Extended Date: 3/31/2021 	<ul style="list-style-type: none"> • 4/10/2020 	<ul style="list-style-type: none"> • 3/31/2021
9.	12a	<u>Regulatory Authority</u>	<ul style="list-style-type: none"> • Waives the requirement to 	<ul style="list-style-type: none"> • 4/10/2020 	<ul style="list-style-type: none"> • 12/30/2020

No.	Waiver Name	Statutory & Regulatory Waivers	Summary of Alternative Requirements	Availability Period Start Date	Availability Period End Date
	PHA Reporting Requirements on HUD Form 50058	24 CFR Part 908, §982.158 <u>Sub-regulatory Guidance</u> Notice PIH 2011-65	<p>submit 50058 within 60 days</p> <ul style="list-style-type: none"> Alternative requirement to submit within 90 days of the effective date of action 		

APPENDIX B: DEFINITION OF A PERSON WITH A DISABILITY

There are two different definitions for *person with a disability* used in the HCV 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**.

Disabled Household 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.

- 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 in section 416(i)(1) of this title), 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.

- 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.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

- 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:

IN GENERAL – The term *developmental disability* means a severe, chronic disability of an individual that:

- is attributable to a mental or physical impairment or combination of mental and physical impairments;
- is manifested before the individual attains age 22;
- is likely to continue indefinitely;
- results in substantial functional limitations in 3 or more of the following areas of major life activity:
 - (I) self-care,
 - (II) receptive and expressive language,
 - (III) learning,
 - (IV) mobility,
 - (V) self-direction,
 - (VI) capacity for independent living,
 - (VII) economic self-sufficiency; and

- 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.
- 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 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

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.

Additionally, an individual shall not be considered disabled solely because that individual is a transvestite.

APPENDIX C: 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 post 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, or stalking.
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.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.
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. **Budget authority.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
16. **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.

17. **Child.** A member of the family other than the family head or spouse who is under 18 years of age.
18. **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.
19. **Citizen.** A citizen or national of the United States.
20. **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.
21. **Computer match.** The automated comparison of databases containing records about individuals.
22. **Confirmatory review.** An on-site review performed by HUD to verify the management performance of a PHA.
23. **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 expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.
24. **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.
25. **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
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 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.** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
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. **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).
38. **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.
39. **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.
40. **Elderly person.** An individual who is at least 62 years of age.
41. **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.
42. **Employer identification number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.
43. **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).

44. **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.
45. **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.
46. **Fair Housing Act.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
47. **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.
48. **Family.** Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.
- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
 - An elderly family or a near-elderly family
 - A displaced family
 - The remaining member of a tenant family
 - A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
49. **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).
50. **Federal agency.** A department of the executive branch of the federal government.
51. **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.
52. **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.
53. **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.
54. **Gender identity.** Actual or perceived gender-related characteristics.
55. **Handicap.** Any condition or characteristic that renders a person an individual with handicaps. (See person with disabilities.)
56. **Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

57. **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.
58. **Housing agency (HA).** See public housing agency.
59. **HUD.** The U.S. Department of Housing and Urban Development.
60. **Imputed asset.** An asset disposed of for less than fair market value during the two years preceding examination or reexamination.
61. **Imputed asset income.** LRHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.
62. **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.
63. **Income.** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.
64. **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.
65. **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.
66. **Individual with handicaps.** See person with disabilities.
67. **Jurisdiction.** The area in which the PHA has authority under state and local law to administer the program.
68. **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.
69. **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.
70. **Local preference.** A preference used by the PHA to select among applicant families.

71. **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.
72. **Medical expenses.** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.
73. **Minor.** A member of the family household other than the family head or spouse, who is under 18 years of age.
74. **Mixed family.** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
75. **Monthly adjusted income.** One twelfth of adjusted income.
76. **Monthly income.** One twelfth of annual income.
77. **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.
78. **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.
79. **Net family assets.** (1) 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.
- 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 value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
 - In determining net family assets, PHAs or owners, as applicable, shall 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 therefore. 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 important consideration not measurable in dollar terms.
80. **Noncitizen.** A person who is neither a citizen nor national of the United States.
81. **Office of General Counsel (OGC).** The General Counsel of HUD.
82. **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.

83. **PHA Plan.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.
84. **Participant (participant family).** A family that has been admitted to the PHA program and is currently assisted in the program.
85. **Person with disabilities.** See [DEFINITION OF A PERSON WITH A DISABILITY](#).
86. **Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.
87. **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.
88. **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.
89. **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.
90. **Qualified family.** A family residing in public housing:
- Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
 - Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
 - Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six-month period is at least \$500.
91. **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.
92. **Reexamination.** Sometimes called reexamination. 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.
93. **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).
94. **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).
95. **Residency preference area.** The specified area where families must reside to qualify for a residency preference.

96. **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.
97. **Secretary.** The Secretary of Housing and Urban Development.
98. **Section 8.** Section 8 of the United States Housing Act of 1937; refers to the Housing Choice Voucher program.
99. **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.
100. **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)).
101. **Sexual orientation.** Homosexuality, heterosexuality or bisexuality.
102. **Single person.** A person living alone or intending to live alone.
103. **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.
104. **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.
105. **Spouse.** The marriage partner of the head of household.
106. **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.
107. **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.
108. **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.
109. **Tenant.** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
110. **Tenant rent.** The amount payable monthly by the family as rent to the PHA.
111. **Threatening.** Oral or written threats to physical gestures that communicate intent to abuse or commit violence.

112. **Total tenant payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.
113. **Utilities.** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.
114. **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.
115. **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.
116. **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.
117. **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.
118. **Violence Against Women Reauthorization Act (VAWA) of 2013.** 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.
119. **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.
120. **Waiting list.** A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.
121. **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 D: VAWA EMERGENCY TRANSFER PLAN LYNCHBURG REDEVELOPMENT AND HOUSING AUTHORITY

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Lynchburg Redevelopment and Housing Authority (LRHA) is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ LRHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of LRHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether LRHA has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

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 a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **Public Housing and Housing Choice Voucher (HCV) programs** are in compliance with VAWA.

Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for a VAWA emergency transfer.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the participant shall notify LRHA's management office and submit a written request for a transfer to **any LRHA office**. LRHA will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

harm from further violence if the tenant were to remain in the same dwelling unit assisted LRHA's program; OR

2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

Confidentiality

LRHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives LRHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about LRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

LRHA cannot guarantee that a transfer request will be approved or how long it will take to process a VAWA emergency transfer request. LRHA will, however, act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, subject to LRHA's transfer policies and the availability and safety of a unit.

If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. LRHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If LRHA has no safe and available units for which a participant who needs an emergency transfer is eligible, LRHA will assist the participant in identifying other housing providers, if known, who may have safe and available units to which the participant could move. At the participant's request, LRHA will also assist the participant in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfers: Public Housing Program

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.

Emergency Transfers: HCV Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, LRHA will assist you to move to a safe unit quickly using your existing voucher assistance. LRHA will make exceptions to program regulations restricting moves as required.

At your request, LRHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available;
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe);
- Project-based assistance in another development owned by LRHA.

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program;
- PBV assistance in another development not owned by LRHA.

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, LRHA will refer you to organizations that may be able to further assist you.

Emergency Transfers: Project-Based Voucher Program

Project-based voucher (PBV) participants who are victims of domestic violence, dating violence, sexual assault, or stalking shall follow the procedure for requesting an emergency transfer as specified above for the HCV program. If a family has been residing in a PBV unit for less than one year, the family may either: request to transfer to another project-based subsidized unit or move to another property without the benefit of LRHA's assistance. For all other families, transfer requests are subject to availability. Families will be placed on a waiting list. If a family chooses to move without LRHA's assistance or wishes to move sooner than assistance is available, at the participant's request, LRHA will assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Participants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

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 who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

APPENDIX E: VERIFICATION OF LOCAL PREFERENCES

Local Preference	Criteria	Verification
Emergency Preference	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> Certification and referral by either the Mayor or the Managing Director of the City of Lynchburg or his/her designee;
Working Family	<ul style="list-style-type: none"> 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, 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Head, co-head or spouse must be at least age 62 	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Head, co-head or spouse must be a person with disabilities. 	<ul style="list-style-type: none"> Verification that the head, co-head or spouse has a disability as defined for purposes of the disabled household deduction (see DEFINITION OF A PERSON WITH A DISABILITY) such as receipt of SSI or SSDI.
Veteran Family Preference	<ul style="list-style-type: none"> Head, co-head or spouse must be an honorably discharged veteran. 	<ul style="list-style-type: none"> 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. 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.

Local Preference	Criteria	Verification
		<ul style="list-style-type: none"> • Veteran Health Identification Card. • Third-party verification form completed by the Veteran's Administration verifying that the applicant is a veteran.

APPENDIX F: CHARTS OF OFFENSES – DENIAL & 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. <ul style="list-style-type: none"> 1st Degree Murder Vehicular Homicide, 2nd or 3rd degree 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
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	5	3

OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
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.		
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 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.	5	3
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

OFFENSE	Felony Conviction (Years)	Other Conviction (Years)
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 result of consuming an alcoholic beverage or using a drug or narcotic.	3	3
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 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>	10	3

* 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. <ul style="list-style-type: none"> 1st Degree Murder Vehicular Homicide, 2nd or 3rd degree 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	Lifetime Ban

individual to actively register themselves by law in some states. Some states prohibit discrimination on the basis of registration as a sex offender.)	
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 G: FEDERALLY MANDATED EXCLUSIONS FROM INCOME

Federal Register Volume 79, Issue 97 (May 20, 2014) – [79 FR 28938](#) and Notice PIH 2019-09

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94 540, section 6);
7. The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
8. Amounts of scholarships 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);
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. 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 Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1728);
12. 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);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));

14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
15. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
16. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
19. 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);
20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
21. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
23. A lump sum or a periodic payment received by an individual²⁸⁹⁴⁰ Federal Register/Vol. 79, No. 97/Tuesday, May 20, 2014/Notices Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);
24. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));
25. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013– 30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
26. Major disaster and emergency assistance received by individuals and families 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)).
27. Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance.

APPENDIX H: 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.