

**CLINTON COUNTY HOUSING AUTHORITY**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**  
Adopted: JUNE 1, 2014

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I) Nondiscrimination and Accessibility

A) Complying with Civil Rights Laws

- 1) Civil rights laws protect the rights of applicants and tenants to equal treatment by CCHA in the way it carries out its programs. It is the policy of the CCHA to comply with all Civil Rights laws, including but not limited to:
  - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
  - Title VII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status and spell out forms of prohibited discrimination;
  - Executive Order 11063;
  - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
  - The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
  - Title II of the Americans with disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern, (Title II deals with common areas and public space, not living units.);
  - The provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) regarding domestic violence, dating violence, sexual assault, and stalking.
  - Any applicable State laws or local ordinances; and,
  - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- 2) The CCHA shall not discriminate because of race, color, national origin, sex, religion, familial status, sexual orientation, gender identity, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the CCHA jurisdiction covered by a public housing Annual Contributions Contract.
- 3) CCHA shall not, on account of race, color, national origin, sex, religion, familial status, sexual orientation, gender identity, or disability:
  - (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to their needs.
  - (b) Provide anyone housing that is different (of lower quality) from that provided others.
  - (c) Subject anyone to segregation or disparate treatment.
  - (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.

- (e) Treat anyone differently in determining eligibility or other requirements for admission.
  - (f) Deny anyone access to the same level of services.
  - (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- 4) CCHA will not deny admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for such admission.
  - 5) CCHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
  - 6) CCHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the CCHA housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
    - (a) CCHA will consider, upon request by a qualified applicant or tenant with a disability:
      - Structural modifications to its housing and non-housing facilities and
      - Reasonable accommodations in its procedures or practices.
 Unless such structural modifications or reasonable accommodations
      - Would result in an undue financial and administrative burden on CCHA, or
      - Would result in a fundamental alteration in the nature of the program.
    - (b) In making modifications to “existing housing programs” for qualified applicants or tenants with disabilities, CCHA is not required to:
      - Make each of its existing facilities accessible, or
      - Make structural alterations when other methods can be demonstrated to achieve the same effect.
    - (c) When CCHA is making “substantial alterations” to an existing housing facility, CCHA is not required to:
      - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; or
      - Make structural alterations that require the removal or altering of a load-bearing structural member; or
      - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable.
  - 7) CCHA will not permit these policies to be subverted to do personal or political favors. CCHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

## B) Making Programs and Facilities Accessible to People with Disabilities

- 1) Facilities and programs used by tenants will be accessible to a person in a wheelchair. Management offices, hearing rooms, community centers, laundry facilities, etc. will be

usable by tenants with a full range of disabilities. To the extent that CCHA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.

- 2) Documents used by applicants and tenants will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.
- 3) CCHA will present examples to help applicants and tenants understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and tenants, CCHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, since some disabilities may affect an applicant's ability to read or understand.
- 4) When CCHA has first contact with applicants, staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: having materials explained orally by staff, either in person or by phone; large type materials; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking.
- 5) Some applicants may not be able to read (or to read English), therefore staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. CCHA is not required to pay the costs associated with having a foreign language interpreter because the Fair Housing law makes no such requirement.
- 6) At a minimum, CCHA will prepare information to be used by applicants and tenants in plain-language accessible formats.

## II) Eligibility for Admission and Processing of Applications

### A) Affirmative Marketing

CCHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. CCHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

Marketing and informational materials will:

- Comply with Fair Housing Act requirements on wording, logo, etc;
- Describe the housing units, application process, waiting list and preference structure accurately;
- Use clear and easy to understand terms;

- Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- Be clear about CCHA's responsibility to provide reasonable accommodations to people with disabilities.

## B) Qualifying for Admission

- 1) CCHA admits only qualified applicants,
- 2) An applicant is qualified if they meet all of the following criteria:
  - (a) Is a family, as defined in this policy; and
  - (b) Meets the Identity Requirement of this policy; and
  - (c) Has an Annual Income as defined in this policy at the time of admission that does not exceed the income limits established by HUD; and
  - (d) Meets the Applicant Selection Criteria, including completion of a CCHA-approved application.
- 3) To comply with the Identity Requirement, every household member age 3 months and older must provide the following:
  - (a) An original birth certificate or other proof of age document as prescribed by HUD's Acceptable Forms of Verification.
  - (b) An original social security card or other proof of social security number document as prescribed by HUD's Acceptable Forms of Verification.
  - (c) An original photographic form of identification for household members over the age of 18.
  - (d) Upon executing the CCHA Public Housing Lease, a signed Declaration of Citizenship or Eligible Immigration Status Form for every household member.

## C) Establishing and Maintaining the Waiting List

- 1) It is the policy of CCHA to administer its waiting list as required by HUD regulations.
- 2) Opening and Closing Waiting Lists
  - (a) For any unit size or type, if the CCHA waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, CCHA may elect to: (1) close the waiting list completely; (2) close the list during certain times of the year; or (3) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of CCHA to house applicants in twelve to eighteen months. Decisions to close waiting lists restrict intake, or open waiting lists will be publicly announced.
  - (c) When the waiting list is closed, CCHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
- 3) Updating the Waiting List
  - (a) Periodically CCHA may update the waiting list by contacting applicants. If, after attempting contact, no response is received, CCHA will withdraw the name of an applicant from the waiting list. At the time of initial application, CCHA will advise families

that they must notify CCHA when their circumstances, mailing address or phone numbers change.

(b) CCHA will remove an applicant's name from the waiting list only in accordance with its Procedure on Updating the Waiting List and Removing Applications.

4) Change in Preference Status While on the Waiting List

(a) Situations of some families who did not qualify for a Preference when they applied may change so that they are qualified for a Preference. The family should contact CCHA so their status may be re-verified. Applicants whose Preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.

(b) If CCHA determines that the family does now qualify for a Preference, they will be moved up on the waiting list in accordance with their Preference(s) and their date and time of application.

D) Processing Applications for Admission

1) CCHA will accept and process applications in accordance with applicable HUD Regulations and the Procedure on Processing Applications for Admission. CCHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2) Interviews and Verification Process

Applicants will be contacted for an intake interview to complete the application process. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications rejected, subject to reasonable accommodations for people with disabilities.

(a) The following items will be verified to determine qualification for admission:

- Family composition and type (Elderly/Disabled/near elderly/non-elderly);
- Annual Income;
- Assets and Asset Income;
- Deductions from Income;
- Preferences;
- Identity;
- Applicant Screening Information

(b) Third party written verification is the preferred form of documentation to substantiate applicant or tenant claims. If attempts to obtain third party written verification are unsuccessful, CCHA may also use:

- Phone verifications with the results recorded in the file, dated and signed by CCHA staff;
- Review of available documents;
- Applicant certification (if no other form of verification is available)

Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR 5.5. Citizens are permitted to certify to their status.

3) Applicants reporting no income will be required to complete a zero income worksheet to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. Failure to complete the zero income worksheet will result in the application being rejected.

- 4) CCHA applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by CCHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

#### E) The Preference System

- 1) An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet Screening Criteria before being offered a unit.
- 2) Factors other than preferences that affect the selection of applicants from the waiting list:

Before applying its preference system, CCHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size, accessibility features, or type of project, limit the admission of families to households whose characteristics "match" the vacant unit available.

By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference; e.g. the next unit available is an accessible unit and the only applicant family needing such features is identified as having no preference.

CCHA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of the CCHA Public Housing Lease), meet the definitions of the preferences described below.

Factors other than the preference system that affect applicant selection are described below:

- (a) When selecting a family for a unit with accessible features, CCHA will give priority to families that include persons with disabilities who can benefit from the unit's features. First priority will be given to existing tenant families seeking a transfer and second priority will be given to applicant families.
- (b) When selecting a family for a unit, CCHA will give a preference to families to ensure compliance with 24 CFR § 960.202 and the CCHA De-concentration and Income Targeting Policy.
  - CCHA will admit in a year not less than 40 percent of families with extremely low-income; i.e., families with incomes between 0 percent and 30 percent of area median income; and
  - CCHA will admit in a year not more than 60 percent of families with incomes between 31 percent and 80 percent of area median income.
- (c) When selecting a single person family for a unit, elderly, disabled or near elderly families will have priority over other singles.

#### 3) Preferences

Applicant families may qualify for one or more of the following preferences:



- Homeless Preference
- Displacement Preference
- Residency Preference
- Upward Mobility Preference
- Veteran Preference

CCHA Procedure on Making Unit Offers and Organizing the Waiting List will be used to order the waiting list and make unit offers. Families that qualify for none of the above preferences will be categorized as No-preference families.

#### 4) Definition of Preferences

CCHA defines **Homeless Preference** to include families who lack a fixed, regular, and adequate nighttime residence. Examples include:

1. A place not designed for or ordinarily used as a regular sleeping accommodation including a car, park, abandoned building, bus or train station, airport, camp ground, or retail business.
2. A publicly or privately operated shelter or transitional housing facility including a hotel or motel paid for by a governmental or charitable organization.

In addition, a person is considered homeless if they are being discharged from an institution where they have been a resident for 90 days or less and the person resided in a shelter (but not transitional housing) or a place not meant for human habitation immediately prior to entering that institution. Score weight = 150.

CCHA defines three (3) subcategories of **Displacement Preference** to include:

1. Families of federally declared disasters who are current Section 8 voucher holders or public housing tenants in another jurisdiction.
2. Families displaced; through no fault of their own, by any governmental action.
3. In accordance with the Violence Against Women Act (VAWA) as amended, families with a household member who can document displacement as a result of actual or threatened domestic violence, dating violence, sexual assault, and stalking. To qualify, families must complete form HUD-50066.

Score weight for Subcategory 1 = 200, score weight for Subcategories 2 and 3 = 25.

CCHA defines **Residency Preference** to include families who, for a minimum of six (6) consecutive months, have a verifiable address within Clinton County or families who are working or who have been notified that they have been hired to work in Clinton County. Score weight = 25.

CCHA defines **Upward Mobility** to include families with adult members who can document that they are locally employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families (TANF). Score weight = 25.

CCHA defines **Veteran Preference** to include families with an adult member who has served honorably in the Armed Forces of the United States. Also included are families with Head of Household or Spouse currently serving on active duty (whether regular or reserve status) in the Armed Forces of the United States. Score weight = 25.

5) Administration of the Preferences

- (a) CCHA will verify preferences at the time of application. Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (b) Applicant families will complete a Request for Preference form to certify that it qualifies for a preference. The family will be advised to notify CCHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certifying as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the No-preference category, and to a lower position on the waiting list based on the date and time of application.

6) Notice and Opportunity for a Meeting

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) CCHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may meet with CCHA designee to review the determination.
- (b) If the applicant requests the meeting, CCHA will designate someone to conduct the meeting. This can be the person who made the initial determination or reviewed the determination, or any other person chosen by CCHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, familial status, sexual orientation, gender identity, or disability has contributed to CCHA decision to deny the preference.

F) Screening Applicants for Admission

1) All applicants shall be screened in accordance with HUD regulations and sound management practices. During screening, CCHA will require applicants to demonstrate their ability to comply with essential provisions of the CCHA Public Housing Lease as summarized below:

- (a) To pay rent and other charges (e.g. utility bills) as required by the CCHA Public Housing Lease in a timely manner;
- (b) To care for and avoid damaging the unit and common areas;
- (c) To use facilities and equipment in a reasonable way;
- (d) To not create health or safety hazards, and to report maintenance needs promptly;
- (e) To not interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) To not engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or staff; and not to engage in drug-related criminal activity; and
- (g) To comply with necessary and reasonable rules and program requirements of HUD and CCHA.

2) How CCHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with the Procedure on Screening Applicants for Admission. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by CCHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
  - Interfere with other tenants in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - Adversely affect the physical environment or financial stability of the project;
  - Violate the terms and conditions of the lease;
  - Require services from CCHA staff that would alter the fundamental nature of any CCHA program.
- (c) CCHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedure. The form will ask questions based on the essential elements of tenancy. Answers will be subject to verification.
- (d) CCHA will complete a credit check and a rental history check on all applicants 18 years and older. CCHA will reject an applicant for non-payment of funds owed to CCHA or any other subsidized housing agency or any other federally subsidized program; i.e. student loans. When CCHA rejects an applicant on the basis of credit history, CCHA will provide the household member whose credit history is at issue an opportunity to dispute the accuracy and relevance of that record.
- (e) CCHA will complete a criminal background check on all applicants 18 years and older, or any member for whom criminal records are available. When CCHA rejects an applicant on the basis of criminal history, CCHA will provide the household member whose criminal history is at issue an opportunity to dispute the accuracy and relevance of that record.
- (f) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, CCHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.
- (g) CCHA may complete a home visit for all applicants that have passed credit and criminal history screening and have incomplete or questionable landlord references to determine if the applicant's housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.
- (h) Housekeeping criteria to be checked shall include, but not be limited to, the items contained in the Housekeeping Standards section of the CCHA Public Housing Lease. Other lease compliance criteria will also be checked, such as:
  - Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity; and
  - Conditions inconsistent with application information.
 All applicants shall have at least two day's advance written notice of Home Visits.
- (i) CCHA examination of relevant information with respect to past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members:
  - Past performance in meeting financial obligations, especially rent and utility bills.

- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
  - History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety or welfare of other tenants or staff or cause damage to the unit or development.
    - CCHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
    - CCHA may, if a statute required that CCHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
  - A record of eviction from housing or involuntary termination from tenantable programs (taking into account date and circumstances);
  - An applicant's ability and willingness to comply with the terms of the CCHA Public Housing Lease.
- (j) CCHA is required to reject the applications of certain applicants for violent criminal activity or drug use by household members:
- CCHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, CCHA may admit the household if the CCHA determines that:
    - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by CCHA, or
    - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
  - CCHA shall reject the application of any applicant if it is determined that:
    - Any household member owes a past-due balance to any other federally subsidized housing authority; or
    - Any household member is currently engaging in illegal use of a drug; or
    - CCHA has reasonable cause to believe that a household member's illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants; or
    - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
    - Any household member has ever been convicted of a violent criminal offense; or,
    - Any household member is subject to a lifetime registration requirement under a State sex offender registration program; or
    - Any household 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.
- (k) An applicant's intentional or fraudulent misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- (l) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the CCHA Public Housing Lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by CCHA.
  - (m) In accordance with the Violence Against Women Act (VAWA) as amended, no applicant who has been a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified.
- 3) Screening applicants who claim mitigating circumstances
- (a) If negative information is received about an applicant, CCHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
  - (b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
  - (c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, CCHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. CCHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
  - (d) Examples of mitigating circumstances might include:
    - Evidence of successful rehabilitation;
    - Evidence of the applicant family's participation in social service or other appropriate counseling service; or
    - Evidence of successful and sustained modification of previous disqualifying behavior.
  - (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. CCHA will consider such circumstances with respect to:
    - The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
    - The applicant's overall performance with respect to all the screening requirements; and
    - The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.
- 4) Eligible and Ineligible Applicants
- (a) Verified information will be analyzed and a determination made with respect to:
    - Eligibility of the applicant as a family;
    - Eligibility of the applicant with respect to income limits for admission;
    - Eligibility of the applicant with respect to the Identity Requirement;
    - Unit size required for and selected by the family;
    - Preference(s), if any, to which the family is entitled; and
    - Qualification of the applicant with respect to the Screening Criteria

- (b) Eligible applicants will be notified in writing of their eligibility, including their eligible bedroom size based on Occupancy Guidelines. Eligible applicants may be notified by CCHA of the approximate date of admission insofar as that date can be determined; however, the date stated by CCHA is an estimate and does not guarantee that applicants can be housed by that date.
- (c) Ineligible applicants will be promptly notified by a Notice of Rejection from CCHA, stating the basis for such determination and offering an opportunity for an informal hearing. Informal hearings for applicants are different than the tenant grievance process. Applicants are not entitled to use the tenant grievance process. Ineligible applicants must wait twelve months from the date of the Notice of Rejection before re-applying. Applicants deemed ineligible twice may not reapply.
- (d) Applicants known to have a disability that fail to meet the Screening Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G) Occupancy Guidelines

- 1) Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excess wear and under-utilization. The following table illustrates the CCHA policy on minimum and maximum persons per unit:

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child may be counted as a person in determining unit size. A single pregnant woman may be assigned to either a one or two bedroom unit.
- (e) CCHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (f) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (g) A live-in attendant may be assigned a bedroom. Single elderly or disabled tenants with live-in attendants will be assigned one or two bedroom units.

- 2) Two persons per bedroom will be the standard for the smallest unit a family may be offered.

- 3) The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
- 4) Exceptions to the occupancy standard may be granted to meet reasonable accommodation or if the family is willing to accept a smaller unit, and such acceptance does not violate local occupancy code. A family that chooses to occupy a smaller unit must agree to not request a transfer until completing twelve (12) months of occupancy.

### III) Tenant Selection and Assignment

#### A) Organizing the Waiting List

It is CCHA policy that each applicant shall be assigned an appropriate place on a single community-wide waiting list in sequence based upon:

- Type and size of unit needed and selected by the family; e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms;
- Qualifying preference, if any; and
- Date and time the application is received.

CCHA will maintain its waiting list in a form that records the type and size of unit required, each applicant's qualifying preference(s), the date and time of application, and the family's income level.

#### B) Making Unit Offers to Applicants

- 1) To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, familial status, sexual orientation, gender identity, or disability the following plan will be followed:
  - The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.
  - Applicants who refuse one unit offer without presenting good cause for their refusal will be moved to the bottom of the waiting list.
  - Applicants who refuse two unit offers without presenting good cause for their refusal will be removed from the waiting list. Applicants who are removed from the waiting list for refusing two unit offers may not reapply for twelve (12) months from the date of the second refusal.
- 2) CCHA will first match the unit available to the highest-ranking applicant for a unit of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.
- 3) In the selection of a family for a unit with accessible features, CCHA will give preference to families that include a person with disabilities who can benefit from the unit features.
- 4) Preferences will be a factor in most admissions; although, there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when CCHA will make an offer to an applicant who does not qualify for a preference.

- 5) The applicant must accept the unit offered within five (5) days of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities). Failure to accept the offer within the prescribe time will be interpreted as a refusal.

#### C) Removing Applicant Names from the Waiting List

To ensure vacant units are filled in a timely manner, CCHA will maintain an accurate waiting list. It is the applicant's responsibility to advise CCHA of changes in address, phone number, income or other circumstances pertaining to their ability to accept a unit offer. In addition to other circumstances described in this policy, an eligible applicant shall be removed from the waiting list when one of the following situations occurs:

- 1) The applicant receives and accepts an offer of housing.
- 2) The applicant requests that his/her name be removed from the waiting list.
- 3) The applicant is rejected.
- 4) The applicant failed to contact CCHA when requested to do so. In attempting to contact an applicant, the following method will be undertaken:
  - The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact CCHA within ten days from the date of the letter;
  - If an applicant contacts CCHA as required within the deadline, the applicant shall be reinstated at the former waiting list position;
  - During the period when CCHA is attempting to contact an applicant to schedule a meeting or interview, or to make an offer, CCHA shall suspend processing of that application. While an application is suspended, applicants next in sequence will be processed.
  - If an applicant does not contact CCHA as required within the deadline, the application will be removed from the waiting list.
- 5) Applicants who fail to respond to CCHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances, CCHA shall reinstate these individuals to their former waiting list position.
- 6) Eligible applicants whose applications were removed may not reapply for twelve months.

#### D) Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable unit will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

- 1) Examples of "good cause" for refusal of an offer of housing are:
  - Inaccessibility to source of employment, education or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the 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; or
  - The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption; or
  - 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 an Accessible Unit 30-Day Transfer Waiver.
- 2) If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.
  - 3) CCHA will maintain a record of units offered, including location, date and circumstances of each offer; and each acceptance or refusal, including the reason for the refusal.

#### E) Leasing Accessible Units

- 1) Before offering a vacant accessible unit to a non-disabled applicant, CCHA will offer such units:
  - First, to a current tenant having a disability that requires the special features of the vacant unit; or,
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
- 2) When offering an accessible/adaptable unit to a non-disabled applicant, CCHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current tenant or an applicant with a disability needs the unit.

#### IV) Leasing Policies

##### A) General Leasing Policy

- 1) All units must be occupied pursuant to a lease compliant with HUD regulations.
- 2) The CCHA Public Housing Lease shall be signed by the head of household and spouse, if any, and by the Executive Director or other authorized CCHA representative prior to actual admission.
- 3) Tenants shall receive copies of policies and procedures considered to be attachments to, and therefore, part of the CCHA Public Housing Lease. Violation of any attachment shall be considered a violation of the CCHA Public Housing Lease.
- 4) If a tenant transfers from one unit to another, CCHA shall execute a new CCHA Public Housing Lease for the dwelling unit into which the family moves.
- 5) If at any time during the life of the lease agreement, a change in the tenant's status results in the need to change or amend any provision of the CCHA Public Housing Lease, either:

- A new CCHA Public Housing Lease will be executed, or
- A Notice of Rent Adjustment will be executed, or
- An appropriate rider will be prepared and made a part of the existing CCHA Public Housing Lease.

All copies of such riders or insertions are to be dated and signed by the Tenant and by the Executive Director or other authorized CCHA representative.

#### B) Showing Units Prior to Leasing

- 1) When offering units, CCHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location of the property. If the applicant preliminarily accepts the offer of a unit, CCHA will schedule a date to show the unit to the applicant.
- 2) Once the unit is shown and the applicant accepts the unit, CCHA will execute the CCHA Public Housing Lease. If the applicant refuses the unit, the reason for refusal will be evaluated according to the section Good Cause for Applicant Refusal of Unit Offer.
- 3) No CCHA Public Housing Lease will have an effective date before the unit is ready for occupancy.

#### C) Additions to the Household and Visitors

- 1) Only those persons listed on the most recent certification form and CCHA Public Housing Lease shall be permitted to occupy a dwelling unit.
  - Except for natural births, adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
  - Also included would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because of the tenant's need for support; e.g., after a medical procedure.
- 2) Any person over the age of 18 requesting to be added to an existing tenant's household must complete an application and be processed in accordance with the procedures for Screening Applicants for Admission. CCHA will notify both the head of household and the proposed new household member of the decision regarding eligibility.

Generally, children under the age of 18 are exempt from the applicant screening process; although the head of household still needs prior permission from CCHA to add children to the household. CCHA will verify custody prior to granting permission to add children under the age of 18.

- 3) Examples of situations where the addition of a family or household member is subject to screening are:
  - Tenant plans to be married and requests to add the new spouse to the CCHA Public Housing Lease;
  - Tenant desires to add a new family member to the CCHA Public Housing Lease, employ a live-in aide, or take in a foster child(ren) over the age of 18;

- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.
  - Children under the age of 18 with a suspected criminal history, suspected involvement in drug activity, or suspected history of behavior that would effect other tenant's peaceful enjoyment of their accommodations.
- 4) Tenants who fail to notify CCHA of additions to the household or who permit persons to join the household without undergoing screening are violating the CCHA Public Housing Lease. Persons added without CCHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
- 5) Visitors and Guests are permitted in a dwelling unit so long as they have no previous history of behavior on CCHA property that would be a lease violation. Tenants are not permitted to allow a former tenant of CCHA who has been evicted or owes a past due balance to occupy the unit for any period of time. Visitor and Guest privilege guidelines include the following:
- A VISITOR is someone who stays in your apartment LESS THAN eight (8) hours during a twenty-four (24) hour period.
  - Visitors do not need to be reported to or approved by the Property Manager.
  - A GUEST is someone who stays in your apartment MORE THAN eight (8) hours during a twenty-four (24) hour period.
  - All guests need to be reported to and approved by the Property Manager within 72 hours of their anticipated arrival.
  - Guests are permitted to stay no longer than a combined total of fourteen (14) days during any twelve (12) month interval.
  - Guest stays of more than 14 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
  - Any violation shall result in the head of the household being guilty of violating the CCHA Public Housing Lease and their entire household shall be subject to eviction.
- 6) Household members over the age of 18 who move from the dwelling unit shall be removed from the CCHA Public Housing Lease.
- The tenant shall report the move-out within ten (10) calendar days of its occurrence.
  - The individual may not be readmitted to the household without approval from CCHA. CCHA will not consider approval for a period of six (6) months following the removal.
  - The individual may be added to a household a maximum of two (2) times during that household tenancy.
  - The individual may apply as a new applicant household for placement on the waiting list.
  - Medical hardship or other extenuating circumstances shall be considered by CCHA in making determinations under this paragraph.

## V) Transfer Policy

### A) General Transfer Policy

- 1) Transfers will be made without regard to race, color, national origin, sex, religion, familial status, sexual orientation, gender identity, or disability. Tenants can be transferred to accommodate a disability.

- 2) Tenants will not be transferred to a dwelling unit of equal size except to alleviate a hardship of the tenant or other undesirable condition as determined by the Executive Director or designee.
- 3) Tenants will receive one transfer offer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
- 4) In cases of mandatory transfers, tenant will be given 15 days to move following delivery of a transfer notice. If tenant refuses to move, CCHA may terminate the CCHA Public Housing Lease.

## B) Types of Transfers

- 1) The order families are transferred shall be by category set forth below:

- (a) Emergency Transfers are mandatory when CCHA determines that conditions pose an immediate threat to tenant life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety; to alleviate verified disability; to alleviate problems of a life threatening nature; or to protect members of the household from attack by a criminal element in a particular neighborhood.

These transfers shall take priority over new admissions.

- (b) Category 1 Administrative Transfers include mandatory transfers to: alleviate verified medical problems of a serious (but not life threatening) nature; permit modernization or demolition of units; permit a family that requires a unit with accessible features to occupy such a unit; provide housing options to tenants who are victims of hate crimes or extreme harassment.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the Property Manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by CCHA; e.g., moving a person with mobility problems to a unit with accessibility features.

- (c) Category 2 Administrative transfers correct serious occupancy standards problems.

These transfers shall take priority over new admissions.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions. They will be processed at the discretion of CCHA not to exceed the rate of one transfer per month.

- 2) Whenever feasible, transfers will be made within the Project currently inhabited by the tenant.

#### C) Processing Transfers

- 1) A centralized transfer waiting list will be maintained.

Transfers will be sorted into their appropriate categories, and will be sorted by the date received.

- 2) Category 2 transfers to correct occupancy standards may be recommended at time of recertification or interim certification. Tenants will be advised that a transfer is recommended.
- 3) When a head of a household does not share a bedroom and bears or adopts a child, the household will not be approved for a Category 2 transfer until the child is two (2) years of age, the spouse or partner returns to the unit, or a marriage takes place. The family may remain in the unit when the unit becomes large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.
- 4) Split-family transfers will be processed as a Category 2 transfer in a manner that minimizes the impact on vacant units:
  - Families that split into two “new” households may be transferred to two different units; or,
  - A portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability.

#### D) Good Record Requirement for Transfers

- 1) In general, and in all cases of all tenant-requested transfers, tenants will be considered for transfers only if the head of household and any other family members for the past two (2) years:
  - Have occupied the same dwelling unit; and,
  - Have not engaged in criminal activity that threatens the health and safety of tenants and staff; and,
  - Do not owe a past due balance, or evidence a pattern of late payment; and,
  - Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities.)
- 2) Exceptions to the good record requirements may be made for emergency transfers or when it is to CCHA advantage to make the transfer. The exception to the good record requirement will be made by the Executive Director or designees, taking into account the recommendations of the Property Manager.

#### E) Paying for Transfers

In general, tenants shall bear the cost to transfer. In cases involving a hardship due to health, disability or other factors, tenants may request to be reimbursed their reasonable out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed reasonable and customary moving charges established by CCHA. Transfers required by CCHA and all transfers for reasonable accommodations will be made by CCHA, except transfers that also correct over or under housed situations.

## VI) Eligibility for Continued Occupancy, Remaining Family Members, and Recertification

### A) Eligibility for Continued Occupancy

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

- 1) Qualify as a family according to the definition contained in this policy. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute the CCHA Public Housing Lease.
- 2) Are in full compliance with the tenant obligations and responsibilities as described in the CCHA Public Housing Lease.
- 3) Whose family members meet the Identity Requirement defined in this policy.
- 4) Who are in compliance with all CCHA Policy requirements.

### B) Remaining Family Members and Prior Debt

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

### C) Recertification

- 1) CCHA shall, at least once a year, conduct a regular Recertification by re-examining the family composition and income of all tenant families. Although tenants who select the Flat Rent option are required to recertify income only every three years, annual Recertification is necessary to verify family composition and compliance with other policies and programs.
- 2) When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and an Interim Recertification will be scheduled every 60 days until a reasonably accurate estimate of income can be made.
- 3) An Interim Recertification shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities as head of household.
- 4) Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income must submit a Zero Income Worksheet every 60 days until

they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families that do not provide Zero Income Worksheets as required shall be implied to have selected the Flat Rent Option.

#### 5) Recertification Procedures

- At the time of recertification, all household members age 18 and older will be required to sign an application for continued occupancy and other forms required by HUD and CCHA.
- All household members must meet the Identity Requirement of this policy,
- Income, allowances and such other data as is deemed necessary will be verified, and all verified findings will be recorded in the tenant file.
- Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the tenant as a family or as the remaining member of a family; and,
  - Unit size required for the family according to the Occupancy Guidelines; and,
  - Rent the family should pay.
- Tenants with a history of employment whose recertification occurs when they are not employed will have income calculated based on past and anticipated employment. Tenants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
- Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.
- Families failing to respond to the initial recertification appointment will be issued a final appointment. Families that fail to respond to the final appointment shall be implied to have selected the Flat Rent Option.

#### 6) Action Following Recertification

- (a) If there is any change in rent, the CCHA Public Housing Lease will be amended by issuing a Lease Amendment.
- (b) If any change in the unit size is required, the household will be placed on the transfer list in accordance with the Transfer Policy.

### VII) Community Service and Self Sufficiency

- A) Background: The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult tenants (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours per month of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the CCHA Public Housing Lease.
- B) Program Requirements: CCHA shall administer the Community Service and Self Sufficiency program requirements subject to the terms and conditions of the CCHA Community Service Policy. The CCHA Community Service Policy shall be an attachment to the CCHA Public Housing Lease. Violation of the CCHA Community Service Policy shall constitute a violation of the CCHA Public Housing Lease.

### VIII) Interim Rent Adjustments

- A) Adjusting Rent Between Regular Recertification

- 1) Tenants are required to report all changes in family income, composition or status within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent increase, but will not result in a retroactive credit or rent reduction.

CCHA wishes to encourage families to improve their economic circumstances, so most changes in family income between Recertification will not result in a rent change. CCHA will process an Interim Recertification in accordance with the following:

- Decreases in Income – CCHA will process an Interim Recertification to adjust for decreases in family income when the decrease is expected to last for more than 30 days. CCHA shall not be required to process more than one interim recertification to adjust for decreases in family income every three months.
  - Increases in Income – CCHA will process an interim recertification to adjust for increases in family income when the increase exceeds \$200.00 per month. Except in cases involving fraud or misrepresentation of income, all other increases in income will be processed at the next Regular Recertification.
  - CCHA will process an Interim Recertification if the tenant has misrepresented or failed to report facts upon which rent is based, so the rent the tenant is paying is less than it should have been. CCHA will apply any increase in rent retroactive to the first day of the first month following the date the misrepresentation occurred.
- 2) Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or designee.
  - 3) Tenants granted a reduction in rent under these provisions may be required to report for Interim Recertification at intervals determined by CCHA or by other provisions of this policy.

#### B) Effective Date of Rent Adjustments

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

- 1) Rent Decreases go into effect the first day of the first month following the date of the decrease.
- 2) Rent Increases, except those due to misrepresentation, require thirty (30) days notice and become effective the first day of the second month following the date of the increase. Rent Increases due to misrepresentation become effective retroactive to the first day of the first month following the date the misrepresentation occurred. In cases of misrepresentation, all past due balances resulting from retroactively applied charges are due and payable within ten (10) days from the date of notification.

#### IX) CCHA Public Housing Lease Termination Procedures

- A) All actions to terminate the CCHA Public Housing Lease shall be in compliance with HUD regulations, the terms of the CCHA Public Housing Lease, any applicable state law, and any applicable local codes or ordinances.
- B) An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the CCHA Public Housing Lease by the victim or threatened victim of that violence, and shall not be good cause



for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. CCHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. CCHA may honor court orders regarding the rights of access or control of the property, including Executive Protection Orders, Domestic Violence Orders, and other orders issued to protect the victim and issued to address the distribution or possession of property among household members where the family dissolves. There is no limitation on the ability of CCHA to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims. There is no prohibition on evicting if, "CCHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) tenancy is not terminated." Any protections provided by law which give greater protection to the victim are not superseded by these provisions. CCHA shall require certification by the victim of status on form HUD-50066 or other forms or documents as CCHA shall deem necessary.

### C) Notice Requirements

- 1) No tenant shall be given a Notice of Lease Termination without being told by CCHA in writing the reason for the termination. The tenant must also be informed of the right to request a hearing in accordance with the Grievance Procedure.
- 2) Lease terminations for certain actions are not eligible for the Grievance Procedure; e.g., any criminal activity that threatens the health or safety of another tenant; or any criminal activity that threatens the health or safety of CCHA staff; or any drug-related criminal activity.
- 3) Notice of lease termination shall be sent by first class mail to the head of household (and spouse) and posted on the dwelling unit door.

### D) Recordkeeping Requirements

A written record of every lease termination shall be maintained by CCHA and shall contain the following information:

- Name of tenant and identification of the dwelling unit; and,
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently; and,
- Specific reason(s) for the Notice(s), including the section of the CCHA Public Housing Lease violated and other facts pertinent to the issuing of the Notice(s) described in detail; and,
- Date and method of notifying tenant; and,
- Summaries of any conferences held with tenant including dates, names of conference participants and conclusions.

### X) Utilities

#### A) Tenant-Paid Utilities

The following requirements apply to tenants living in developments with tenant-paid utilities:

- 1) Each tenant will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

- 2) When the Total Tenant Payment is less than the Utility Allowance, CCHA will pay a Utility Reimbursement, equal to the difference between the Total Tenant Payment and the Utility Allowance, directly to the utility provider. In cases of multiple utility providers, the Utility Reimbursement shall be divided among all utility providers according to CCHA Policy.
- 3) Tenant shall sign a third-party notification agreement so that CCHA will be notified when the tenant fails to pay the utility bill.
- 4) If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, the applicant will be declared ineligible.
- 5) Paying the utility bill is the tenant's obligation and failure to pay utilities will result in eviction.

#### B) Excess Utility Charges

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

#### XI) Flat Rent

- A) Flat rents are market-based rents that vary by unit size and type. Once each year, at Recertification, all tenants are offered the choice of paying an income-based rent or the Flat rent. Flat rent represents the actual market value of the CCHA dwelling unit and shall be based primarily on the published HUD Fair Market Rent for the previous calendar year. CCHA may also consider the following information:
  - Rents of non-assisted rental units in the immediate neighborhood;
  - Size of CCHA units compared to non-assisted rental units in the area;
  - Age, type of unit, and condition of CCHA units compared to a similar non-assisted rental unit in the area;
  - Land use in the surrounding neighborhood;
  - Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at CCHA properties and in the surrounding area;
  - Crime in CCHA developments and the surrounding area;
  - Quality of local schools serving each CCHA development;
  - Availability of accessible units for persons with mobility impairments.
- B) Program Requirements: CCHA shall administer the Flat Rent program requirements subject to the terms and conditions of the CCHA Flat Rent Policy. The CCHA Flat Rent Policy shall be an attachment to the CCHA Public Housing Lease. Violation of the CCHA Flat Rent Policy shall constitute a violation of the CCHA Public Housing Lease.
- C) Although households paying Flat Rent are only required to recertify income every three years, they are still required to participate in an annual Recertification in order to verify household composition and ensure compliance with other CCHA policies and programs.

#### XII) Definitions and Procedures to be used in Determining Income and Rent

##### A) Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head of household and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12 month period following the effective date of initial certification or recertification of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by any other federal statute. Annual income includes but is not limited to:

- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- 2) The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
- 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.
- 4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts (See B.14 below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits);
- 5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see B.3 below concerning treatment of lump-sum addition as Family assets);
- 6) All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.
- 7) 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 unit made to or on behalf of family members; and
- 8) All regular pay, special pay, and allowances of a family member in the Armed Forces. (See B.7 below concerning pay for exposure to hostile fire.)

B) Items not included in Annual Income

Annual Income does not include the following:

- 1) Income from employment of children (including foster children) under the age of 18 years.
- 2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- 3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see A.4 and A.5 above if the payments are or will be periodic in nature); (see B.14, below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.)
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 5) Income of a live-in aide, provided the person meets the definition of a live-in aide;
- 6) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran, for use in meeting the costs of: tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purpose that is available for subsistence is to be included in income;
- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- 8) Certain amounts received that are related to participation in the following programs:
  - (a) Amounts received under HUD funded training programs (e.g. Step-up program, excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency;
  - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - (d) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the CCHA;
- 9) Temporary, non-recurring, or sporadic income (including gifts);
- 10) Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11) Earnings in excess of the Dependent Deduction for each full-time student 18 years old or older (excluding the head of household and spouse);

- 12) Adoption assistance payments in excess of the Dependent Deduction per adopted child;
- 13) The incremental earnings and benefits to any tenant whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services will not be increased during the exclusion period. For the purposes of this paragraph, the following definitions apply:
- (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV for the Social Security Act, as determined by CCHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - (b) During the 12 month period beginning when the member first qualifies for a disallowance, CCHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - (c) Regardless of how long it takes a tenant to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - (d) The disallowance of increased income under this section is only applicable to current tenants and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- 14) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- 16) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 17) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)
- 18) The following is a list of benefits excluded by other Federal Statute:
- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
  - Payments to volunteers under the Domestic Volunteer Service Act of 1973. Examples of programs under this Act include but are not limited to: The Retired Senior Volunteer

Program (RSVP); Foster Grandparent Program, Senior Companion Program; National Volunteer Antipoverty programs such as VISTA, Peace Corps; Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);

- Payments received under the Alaska Native Claims Settlement Act;
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes;
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian Tribe by the Secretary of Interior;
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.

Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965:

Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980;
- 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;
- Earned income tax credit refund payments received on or after January 1, 1991;
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

### C) Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, CCHA may use the annualized income anticipated for a shorter period, subject to an interim recertification at the end of the shorter period. This method could be used for tenants who are regularly employed less than 12 months each year (e.g., teachers) or who are receiving unemployment compensation.

### D) Adjusted Income

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

For All Families

- 1) **Child Care Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which Annual Income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by CCHA when the expense is incurred to permit education or to seek employment.
- 2) **Dependent Deduction:** An exemption amount as determined by HUD, for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is less than age 18 or who is 18 years of age or older and disabled, or a full-time student.
- 3) **Work-related Disability Expenses:** A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member, including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member freed to work. Equipment and auxiliary apparatus may include but is not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
  - (a) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - (b) For elderly or disabled families with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) plus the medical expense deduction as defined below.

For elderly and disabled families only:

- 4) **Medical Expense Deduction:** A deduction of un-reimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by CCHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
  - (a) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
  - (b) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in 3.b above.

- 5) Elderly/Disabled Household Exemption: An exemption amount as determined by HUD. An elderly family is defined as a family whose head of household, spouse, or sole member is at least 62 years of age. A disabled Family is a family whose head of household, spouse, or sole member is a person with disabilities.

#### E) Computing Rent

- 1) The first step in computing rent is to determine each family's Total Tenant Payment. Total Tenant Payment is the highest of:
  - 30% of adjusted monthly income; or,
  - 10% of monthly income; or,
  - Flat Rent, if chosen by the household; but,
  - Is never less than the Minimum Rent.
- 2) Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. In developments where CCHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the Utility Reimbursement, which will be paid directly to the utility provider by CCHA.
- 3) The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to tenants who can document that they are unable to pay the \$50 because of a long-term (over 90 days) hardship. Examples where a tenant would qualify for the hardship exemption to the Minimum Rent are limited to the following:
  - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or Local assistance program; or,
  - The family would be evicted as a result of the imposition of the minimum rent requirements; or,
  - The income of the family has decreased because of changed circumstances, including loss of employment; or,
  - A death in the family has occurred; or,
  - Other circumstances as determined by CCHA.

#### XIII) Pet Policy

- A) CCHA shall permit the maintenance of a common household pet by CCHA tenants subject to the terms and conditions of the CCHA Pet Policy. The CCHA Pet Policy shall be an attachment to the CCHA Public Housing Lease. Violation of the CCHA Pet Policy shall constitute a violation of the CCHA Public Housing Lease.
- B) Rules governing the owning and keeping of pets in CCHA dwelling units are established for the purpose of providing a decent, safe and sanitary living environment for existing and prospective tenants; protecting the health and safety of the pet, CCHA staff, and the general public; protecting and preserving the physical condition of the dwelling unit and general project premises; and protecting the CCHA financial interest in the projects.
- C) Pursuant to Federal statute and regulations, tenants are permitted to keep service animals in their dwelling units. CCHA shall document, by means of third-party verification, the tenant's



need for a service animal and the pet's certification as a service animal. Tenants requiring service animals shall generally be subject to the terms and conditions of the CCHA Pet Policy; however, CCHA shall consider accommodations as necessary. Nothing in the CCHA Pet Policy shall impair the rights of disabled individuals.

- D) No otherwise eligible person shall be denied admission to or continued occupancy by reason of the person's ownership of a common household pet or the presence of such in that person's dwelling unit except in instances of refusal or failure to comply with Federal, State and local laws, or CCHA policies and procedures including, but not limited to, the CCHA Pet Policy.

XIV) Disposition of Abandoned Property and Property Remaining Following Death of a Tenant:

A) Property Abandonment

CCHA may take possession of the dwelling unit after tenant has vacated. If there are reasonable grounds to question whether or not the tenant has vacated, CCHA may secure the dwelling unit and post a notice of planned entry. If there is no response to this notice within 48 hours, CCHA will conclude that the tenant has abandoned the property. CCHA may remove and store any property left in or around an abandoned dwelling unit. A Notice to secure property and dispose of property shall be sent by first class mail to the head of household (and spouse) at the last known mailing address and posted on the dwelling unit door. After ten (10) days, unclaimed property shall be discarded. CCHA may sell any such property at a public or private sale (subject to any recorded security agreement or financing statement) after thirty (30) days written notice of the time and place of sale has been sent to the tenant at the at the last known mailing address. A prior court hearing shall not be required for CCHA to exercise its rights under this policy. If CCHA sells the property, monies received will first be applied to pay the cost of storage and the sale; then applied to charges owed by the tenant. Any remaining money will be sent to the tenant upon receipt of a written request by the tenant, including the tenant's new mailing address. Nothing in this section shall limit CCHA right to immediately dispose of trash or other property of no value.

B) Tenant Death or Incapacitation

Each tenant living alone in a dwelling unit shall be required to complete an Affidavit of Executor form prior to occupancy. The Affidavit of Executor form shall authorize an individual to take the appropriate action to remove the tenant's personal property from the unit and terminate the CCHA Public Housing Lease upon the death or incapacitation of the tenant.

- 1) Upon discovery or notification of the death or incapacitation of the tenant, CCHA will secure the dwelling unit.
- 2) CCHA will notify the individual named as Executor that they have 30 days to remove the tenant's property from the dwelling unit.
- 3) CCHA will control access to the dwelling unit. Only the Executor and others as the Executor so designates shall be permitted to enter the dwelling unit.
- 4) If the Executor does not claim or dispose of the property, CCHA will dispose of the property as abandoned.

- 5) Upon discovery or notification of the existence of legal documents; i.e., a Will, naming a different Executor or alternate method of property disposal, CCHA shall make necessary accommodations to this policy.

## XV) Definitions of Terms

Accessible Dwelling Units: When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

Accessible Facility: All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

Accessible Route: For persons with mobility impairment; a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

Adaptability: Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

Adult: Any person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

Alteration: Any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

Applicant: A person or a family that has applied for admission to housing.

Area of Operation: The jurisdiction of CCHA as described in applicable State law and the CCHA’s Articles of Incorporation.

Assets: Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. IMPORTANT: See the definition of Net Family Assets for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

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.

Care Attendant: A person that regularly visits the unit of a CCHA tenant to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by CCHA, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

Co-head of Household: A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

Covered Person: For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Dating Violence: [as defined in VAWA] 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.

Dependent: A member of the household, other than head, spouse, sole member, foster child or Live-in-Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a deduction when computing income-based rent.

Designated Housing (or designated project): A project(s) or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

Disabled Family: A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.

Displaced Person: A person displaced by government action or a person whose dwelling unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement.

Divestiture Income: Imputed income from assets, including business assets, disposed of by applicant or tenant in the last two years at less than fair market value. (See the definition of Net Family Assets in this section.)

Domestic Violence: [as defined in VAWA] Includes 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, 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.

Drug: A controlled substance as defined in the Controlled Substances Act, and alcohol when used excessively or abusively.

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.

Elderly Family: A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.

Elderly Person: A person who is at least 62 years of age.

Extremely Low Income Family: A Family whose Annual Income is equal to or less than 30% of area Median Income, as published by HUD.

Family: Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in CCHA housing; or two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in CCHA housing. The term family also includes the following terms defined in this Section:

- Elderly family
- Near elderly family
- Disabled family
- Displaced person
- Single person
- Remaining member of a tenant family
- A foster care arrangement, or a kinship care arrangement

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a tenant family with the capacity to execute the CCHA Public Housing Lease.

Full-time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school.

Guest: For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the CCHA Public Housing Lease apply to a guest as so defined. A guest is anyone whose stay at the dwelling unit is more than eight (8) hours during a 24 hour period.

Head of the Household: The family member (identified by the family) who is held responsible and accountable for the family.

Household: The family and a CCHA approved Live-in Aide

Immediate Family Member: A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

Individual with Disabilities: Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:

- A physical, mental or emotional impairment that:
  - Substantially limits one or more major life activities;
  - Has a record of such an impairment;
  - Or is regarded as having such impairment.
- For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- Definitional elements:

“Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

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

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if CCHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this

perception. The last two items cover persons who are denied the services or benefits of CCHA housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

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

**Live-in Aide:** A person who resides with an elderly person(s), near elderly person(s), or person(s) with disabilities and who: (a) are determined by CCHA to be essential to the care and well being of the person(s); (b) are not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. CCHA policy on Live-in Aides stipulates that:

- Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a tenant with a disability may be to move the family to a larger unit);
- Live-in aides have no right to the unit as a remaining member of a tenant family;
- Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a tenant family;
- A Live-in Aide is a single person;
- A Live-in Aide will be required to meet CCHA screening requirements with respect to past behavior especially;
  - A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
  - Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other tenants or staff or cause damage to the unit or the development; and
  - A record of eviction from housing or termination from tenantable programs.

**Low-Income Household:** A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families.

**Medical Expense Allowance:** For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance.

**Minor:** A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

Mixed Population Project: A public housing project for elderly and disabled families. CCHA currently has not designated this type of project.

Multifamily Housing Project: For purposes of Section 504, means a project containing five or more dwelling units.

Near-elderly Family: A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly

Near-elderly Person: A person who is at least 50 years of age but below 62, who may be a person with a disability

Net Family Assets: The net cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes)
- Savings (CD's, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- Cash value of whole life insurance policies
- Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of the initial certification or recertification. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or tenant receives important considerations not measurable in dollar terms.

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 (e.g. the Pizza Delivery Person).

Person with Disabilities: A person who:

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

- Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and bill of Rights Act.

NOTE: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.

Portion of Project: Includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects.

Project (Section 504): The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Premises: The building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

Qualified Individual with Disabilities, Section 504: An individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the CCHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the CCHA.

Sexual Assault: [as defined in VAWA] Any conduct prescribed by chapter 109A of title 18, United States Code, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

Single Person: A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Spouse: The husband or wife of the head of the household.

Stalking: [as defined in VAWA] To engage in a course of conduct directed at a specific person that would cause a reasonable person to:

- Fear for their safety or the safety of others; or,
- Suffer substantial emotional distress

Tenant Rent: The amount payable monthly by the family as rent to CCHA. In a project where all Utilities are supplied by CCHA, Tenant Rent equals Total Tenant Payment. In a project where the tenant pays for Utilities, Tenant Rent equals Total Tenant Payment minus the Utility Allowance.

Total Tenant Payment (TTP) - The greatest of 30 % of the monthly Adjusted Income (as defined in these policies), or 10% of the monthly Annual Income (as defined in these policies), or the Flat Rent, if selected, but never less than the Minimum Rent. In a project where the tenant pays for Utilities, the Utility Allowance is deducted from the Total Tenant Payment.



Uniform Federal Accessibility Standards: Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

Utilities: Utilities mean water, sewage, electricity, natural gas, heat, and trash collection services. Telephone service and cable television service are expressly not included as a utility.

Utility Allowance: In a project where the tenant pays for Utilities, an amount that reflects a reasonable monthly amount of Utilities for the size and type of unit occupied. Tenants who choose to pay Flat Rent do not receive a Utility Allowance, since the value of the flat rent takes into account any utilities paid by the tenant.

Utility Reimbursement: The amount reimbursed to the utility provider on the tenant's behalf when the Utility Allowance exceeds the Total Tenant Payment. Tenants who choose to pay Flat Rent do not receive a Utility Reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.

Visitor: For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a visitor is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the CCHA Public Housing Lease apply to a visitor as so defined. A visitor is anyone whose stay at the dwelling unit is less than eight (8) hours during a 24 hour period.

Very Low-Income Family: Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development.

Violent Criminal Activity: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage; or any sexual criminal offense.