



# HOUSTON

HOUSING AUTHORITY

**FY 2020 ADMISSIONS AND  
CONTINUED OCCUPANCY  
POLICY**

*FY 2020 ACOP*

## Table of Contents

<b>I</b>	<b>Nondiscrimination and Accessibility</b>	<b>2</b>
<b>II</b>	<b>Eligibility for Admission and Processing Applications</b>	<b>3</b>
<b>III</b>	<b>Tenant Selection and Assignment Plan</b>	<b>13</b>
<b>IV</b>	<b>Leasing Policies</b>	<b>16</b>
<b>V</b>	<b>Determining Income and Rent</b>	<b>20</b>
<b>VI</b>	<b>Flat Rents (Public Housing Only)</b>	<b>25</b>
<b>VII</b>	<b>Annual Reexamination: Income and Household Circumstances</b>	<b>26</b>
<b>VIII</b>	<b>Interim Rent Adjustments</b>	<b>29</b>
<b>IX.</b>	<b>Earned Income Disallowances</b>	<b>32</b>
<b>X</b>	<b>Transfer Policy</b>	<b>34</b>
<b>XI.</b>	<b>Lease Termination Policies</b>	<b>36</b>
<b>XII.</b>	<b>Utilities</b>	<b>41</b>
<b>XIII.</b>	<b>Reasonable Accommodations</b>	<b>42</b>
<b>XIV.</b>	<b>Language Assistance Plan &amp; Limited English Proficiency Policy</b>	<b>43</b>
<b>XV.</b>	<b>Definitions of Terms in this Statement of Policies</b>	<b>43</b>

**Houston Housing Authority**  
**Admissions and Continued Occupancy Policy**

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Houston Housing Authority (HHA) governing Public Housing and Section 8 New Construction occupancy in property the HHA owns. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

The ACOP is designed to be used with a series of Procedures referenced throughout the text in bold-face type. The procedures describe how this policy is carried out. Operational details, methods and systems are contained in procedures, rather than in this policy. The HHA will issue new procedures when necessary. All procedures will be dated and numbered.

**I. Nondiscrimination**

**A. Complying with Civil Rights Laws**

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Houston Housing Authority (HHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:
  - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
  - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; Executive Order 11063,
  - c. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
  - d. Age Discrimination Act of 1975;
  - e. 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.)
  - f. Any applicable State laws or local ordinances.
2. The HHA will not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, 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 HHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. HHA will not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head of household 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.
4. HHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

## II. Eligibility for Admission and Processing of Applications

### A. Affirmatively Furthering Fair Housing

1. HHA will affirmatively further fair housing by 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 affirmative 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. HHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts. All affirmative marketing efforts will include outreach to those least likely to apply. The method used for Affirmative Fair Housing Marketing is described in **Procedure on Affirmative Marketing**.

### B. Qualifying for Admission

1. HHA policy will admit **only** applicants who are qualified according to all the following criteria:
  - a. Are a family<sup>1</sup>, as defined in Section XV of this policy
  - b. Meet HUD requirements on citizenship or immigration status
  - c. Have an Annual Income (as defined in Section IX of this document) at the time of admission that does not exceed the income limits per household size posted in HHA offices
  - d. Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers
  - e. Meet the Applicant Selection Criteria in Section II. G. of these policies, including completing a HHA approved pre-occupancy orientation session
  - f. No household larger than 10 people may be admitted
  - g.
  - h. For Telephone Road and Long Drive only, no assistance will be provided to any single person who:
    1. Is enrolled as a student in an institution of higher education; **and**
    2. Is under the age of 24; and
    3. Is not a veteran of the United States Military service; and
    4. Is unmarried; and
    5. Does not have a dependent child; and
    6. Is not a person with disabilities; and
    7. Is not individually eligible or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.
2. Applicants who are listed as a head of household or spouse of a head of household on a current HHA Public Housing lease are not qualified for admission.

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<sup>1</sup> A family can be a single person.

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

1. HHA and or its designated representative will administer waiting lists as required by HUD's regulations and its **Procedure on Selection from the Waiting List**. HHA's site-based waiting lists will be opened and closed in accordance with HHA's **Procedure on Opening and Closing Waiting Lists**.
2. HHA will periodically update each waiting list by contacting all applicants in writing<sup>2</sup> in accordance with HHA's **Procedure on Updating the Waiting List**.
3. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HHA's **Procedure on Selection from the Waiting List**.

### **D. Removing Applicants from the Waiting List**

1. The Houston Housing Authority may only remove applicants from the waiting list because
  - a. They have been housed,
  - b. They have requested in writing that their names be removed,
  - c. Their applications have been withdrawn or rejected,
  - d. They have refused an offer of housing without good cause.
2. Removed Applicants will be sent notice in writing of their removal from the waiting list and their right to an informal hearing if requested in a timely manner. No notice or informal hearing is required following voluntary withdrawal of an application.
3. Withdrawing an Application From the Waiting List
  - a. The HHA may remove/withdraw an applicant's name from the waiting list under the following circumstances:
    1. The applicant requests that the name be removed;
    2. The applicant has failed to advise the HHA of his/her continued interest in public housing during the waiting list update. This includes failing to notify the HHA of any changes in family status, preference status, address;
    3. The HHA has made reasonable efforts to contact the applicant to update the waiting list, but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant;
    4. The property has made reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond within 5 days. Documentation of at least three attempts to contact the client by phone will constitute reasonable effort.
    5. When an applicant fails to keep a scheduled interview with HHA and/or its representative.

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<sup>2</sup> Or by the method designated at initial application by applicants with disabilities.

- b. The HHA may consider mitigating circumstances such as health problems or situations beyond the control of the applicant in determining whether the application should be withdrawn.
  - c. If the reason an applicant with disabilities did not respond to the HHA's attempts to contact him/her is related to the disability, the HHA should, as a reasonable accommodation, reinstate the applicant in the former position on the waiting list.
4. Rejecting an Application for Public Housing
- a. HHA may reject an application and thus remove an applicant's name from the waiting list under the following circumstances:
    - 1. The applicant is no longer eligible for public housing;
    - 2. The applicant fails to pay an outstanding balance owed to the HHA;
    - 3. The applicant fails to meet the screening criteria requirements ;
    - 4. The applicant fails to complete the Pre-Occupancy Orientation;
    - 5. The applicant is unable to obtain service by the utility supplier; or
    - 6. The applicant fails the HHA's screening because of a documented tenant history of:
      - i. Previous removal from the waiting list within the last 12 months.
      - ii. Inability or unwillingness to comply with the terms of the PHA's lease.
      - iii. Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent.
5. Removing or Dropping an Application for Refusal of a Unit Offer
- a. If an applicant receives an offer of housing and rejects the offer without good cause, the HHA will remove the applicant from the waiting list.
  - b. **Good cause** is when an applicant is willing to move but is unable to do so at the time of the unit offer. For example, the applicant is in the hospital or is serving on a sequestered jury. The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be removed from the waiting list or otherwise affect the family's position on the waiting list.
6. Applicant's Right to Informal Hearing:
- a. An applicant who is removed from the waiting list may request an informal hearing before an impartial Hearing Officer.
  - b. A request for an informal hearing must be made in writing and received by the PHO office no later than fourteen (14) calendar days after the date of the application denial letter.
  - c. An informal hearing appointment notice will be sent to the applicant at their address of record.
  - d. An applicant may request to reschedule the informal hearing, but such request must be made in writing and received by the PHO office no later than 48 hours before the scheduled hearing.
  - e. The Hearing Officer will issue a written decision within two (2) weeks of the hearing. The decision will be mailed to the applicant's address of record.

## E. Processing Applications for Admission

1. HHA will accept and process applications in accordance with applicable HUD Regulations and HHA's **Procedure on Selection from the Waiting list**. Except for qualification for preferences, HHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified in accordance with HUD requirements later in the application process.
2. Every application file for admission to public housing will include the date and time of application; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
  - a. The following information will be verified according to PIH Notice 2010-19 to determine qualification for admission to HHA's housing:
    1. Household composition, demographics and type (Elderly/Disabled/Near elderly /Non-elderly)
    2. Annual Income
    3. Assets and Asset Income
    4. Deductions from Income
    5. Preferences
    6. Social Security Numbers of all household members<sup>3</sup>
    7. Applicant Screening Information (including criminal history)
    8. Citizenship or eligible immigration status
  - b. Enterprise Income Verification (using Federal databases) and third party written, faxed or electronic verification are the required form of documentation. Any other form of verification requires a note to the file explaining its use.

## F. The Preference System

1. Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HHA's Selection Criteria before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below.
2. Local Preference - There are local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (which are defined Chapter XV):
  - a. Site-Based Income Preferences for Mixed Finance Properties (only) as described below;
    1. Historic Oaks of Allen Parkway Village (HOAPV) Admission preferences
      - i. Income Tiers– for 344 Household Units
        - a. Applicants with incomes between 0 and 30% of Area Median Income (AMI) – 115 units
        - b. Applicants with incomes between 31 and 50% of AMI – 115 units
        - c. Applicants with incomes between 51 and 80% of AMI – 114 units

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<sup>3</sup> Or certification that they do not have a social security number, if the individual has no social security number.

- d. Elderly Applicants with incomes between 0 and 60% of AMI – 156 tax credit units
2. Fulton Village Apartments Admission Preference
    - i. Income Tiers
      - a. Applicants with incomes between 0 and 30% of AMI – 27 units
      - b. Applicants with incomes between 31 and 50% of AMI – 27 units
      - c. Applicants with incomes between 51 and 60% of AMI – 27 units
      - d. Applicants with incomes between 61 and 80% of AMI – 27 units
  3. Victory Street Admission Preferences
    - i. Income Tiers
      - a. Applicants with incomes between 0 and 30% of AMI – 34 units
      - b. Applicants with incomes between 31 and 40% of AMI – 33 units
      - c. Applicants with incomes between 41 and 50% of AMI – 33 units
  4. Heatherbrook Admission Preferences
    - ii. Income Tiers
      - a. Applicants with incomes between 0 and 30% of AMI – 53 units
  5. Oxford Place Admissions Preferences
    - i. Income Tiers
      - a. Applicants with incomes between 0 to 30% of AMI – 142 units
      - b. Applicants with incomes between 31 to 40% of AMI – 7 units
      - c. Applicants with incomes between 41 to 50% of AMI – 51 units
      - d. Applicants with incomes between 51 to 80% of AMI – 30 units
  6. Lincoln Park Admissions Preferences
    - i. Income Tiers
      - a. Applicants with incomes between 0 to 30% of AMI - 143 units
      - b. Applicants with incomes between 31 to 40% of AMI – 7 units
      - c. Applicants with incomes between 41 to 50% of AMI – 50 units
- b. Homeless preference: Each year HHA gives a preference to no more than 50 applicant households meeting all of the following criteria:
1. Meet the federal definition of homeless;
  2. Are referred to HHA by a homeless service provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider’s responsibilities with respect to the provision of housing search assistance and supportive services for the referred household;
  3. Have received a written commitment from the referring homeless service provider for housing search assistance;
  4. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household’s transition from homelessness to permanent housing; and
  5. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household comply with eligibility and continuing occupancy policies, lease, house rules any other applicable program requirements.

6. If it is determined that an applicant referred by a homeless service provider, as described in 3. above, does not meet the criteria described therein, the applicant will be removed from the waiting list, but will retain their place on any HHA waiting lists they were on prior to their referral by the service provider.
7. If the HHA denies an applicant's preference claim, HHA notifies the applicant and referring service provider in writing, including the reason(s) for the preference denial.

c. Police officer preference

The Authority will grant an admissions preference to increase security for public housing residents to no more than one police officer per property, whether the officer's household is eligible for public housing. The following conditions apply to the award of this preference:

1. The police officer's household must live in close proximity to other residents;
2. No current residents will be transferred to make a unit available to a police officer;
3. The regular HHA dwelling lease will be used for the police officer;
4. All policies established in this ACOP and related procedures apply;
5. Rent will be computed as set forth in this Policy – either the income-based or flat rent for the unit as chosen by the police officer;
6. Monthly rent will be offset by the total hourly cost of documented off-duty work completed by the police officer that directly benefits the property the police officer lives in;
7. The police officer's residency is contingent on his/her continuing to work as a police officer.
8. The public housing unit must be the police officer's only place of residence;
9. The police officer's dwelling lease will contain an Addendum outlining the specific duties and hours the officer will work during off-duty time at the public housing site where he/she resides.
10. Among police officers, first preference will apply to officers who are income eligible for public housing, and then, to officers whose income exceeds applicable income limitations;

d. Existing Families Living in Units Placed Under ACC

Families who currently live in a unit at the time HHA places the property under ACC will be given the highest preference for occupancy of the unit to avoid displacements.

e. Families who reside in HHA owned properties in need of emergency relocation

An applicant qualifies for this preference if the applicant has been or will be involuntarily displaced due to uninhabitability of the unit, or in connection with public improvements or development program affecting the HHA owned unit in which they currently reside.

f. Factors other than Preferences that affect selection of Applicants

1. Accessible units: For Uniform Federal Accessibility Standards (UFAS) accessible units, resident and applicant families that include a member with a disability who has a verified reasonable accommodation to need the features of such units will be given preference for admission over a household that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over

persons needing fewer features of the units available.

2. *Income targeting*: In accordance with the requirements of the Quality Housing and Work Responsibility Act of 1998, at least 40 percent of admissions in every year will be families of Extremely Low Income (as defined in Chapter XV, Definition of Terms). [The FY 2014 Consolidated Appropriations Act](#) changed the definition of extremely low-income to be the greater whose incomes do not exceed the higher of—

‘(i) the poverty guidelines updated periodically by the Department of Health and Human Services under the authority of section 673(2) of the Community Services Block Grant Act applicable to a family of the size involved (except that this clause shall not apply in the case of public housing agencies or projects located in Puerto Rico or any other territory or possession of the United States); or

(ii) 30 percent of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families (except that the Secretary may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes).”

3. *Deconcentration*: If at any time, one of HHA’s properties has an average tenant income greater than 15 percent higher than the Authority-wide average income, extremely low and very low income applicants will be targeted for admission until it is within 15 percent of the Authority-wide average income. This requirement neither requires nor permits the transfer of families to achieve deconcentration goals.

4. *Continuously Assisted Families*: HHA will also consider special admission for families that:

Are being relocated from the Authority’s properties in which HHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or who are being relocated pursuant to agreements already in place between HHA and the tax credit property ownership entity; or

Have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that the HAP contract be cancelled; or

Are receiving assistance in a Section 8 SRO or Mod Rehab program and the owner of the program intends to opt out, not renew, or reduce the program size.

A family qualifies for special admission when they receive notice that they will have to move for one of the three reasons cited above. These categories have equal weight and eligible families will be issued vouchers in an order based on the date on which they receive notice to move.

## **G. Applicant Screening Criteria**

1. All applicants will be screened in accordance with HUD’s regulations and sound management practices. HHA will determine each applicant household’s ability to comply with the essential lease requirements in accordance with HHA’s **Procedures below**
  - a. Any costs incurred to complete the application process and screening will be paid by HHA.
  - b. Applicants who owe money to HHA or any other housing authority will not be placed on the waiting list until their debt is paid in full.
  - c. The HHA will reject any applicant for five years from the date of eviction of any household member<sup>4</sup> has been evicted from any federally assisted housing for drug-related criminal activity. However, the HHA may admit the household if the HHA determines that:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the applicable presiding Court jurisdiction;
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned); or
  3. The applicant household will not include the member involved in drug-related criminal activity.
2. The HHA is **required** to reject the application of a household if the HHA determines in the background check that:
- a. Any household member is currently engaging in illegal use of a drug; or<sup>5</sup>
  - b. The HHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
  - c. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
  - d. Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
  - e. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health,

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<sup>5</sup> For purposes of this section a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

safety, or right to peaceful enjoyment of the premises by other residents.<sup>6</sup>

3. In addition to the HUD-required rejections for criminal activity, HHA will reject applicants if HHA determines that:
  - a. Any household member has a history of criminal activity in the past five years that involves drug related criminal activity, crimes of physical violence to persons or property or any criminal acts which would adversely affect the health, safety or welfare of other tenants;
  - b. Crimes of physical violence to persons or property would include but are not limited to homicide, murder, destruction of property, vandalism, criminal mischief, arson, threats, harassment, assault, fighting, domestic violence, sexual assault and attempts and/or conspiracies thereof.
  - c. Criminal acts that would adversely affect the health, safety or welfare of other tenants include but are not limited to: burglary, robbery, theft, weapons offenses, criminal conduct involving minors and home invasion.
  - d. The applicant is applying to a property that has tenant-paid utilities and the applicant is unable to get utilities connected in his/her own name.
4. An applicant's misrepresentation of information related to eligibility, preference for admission, housing history, allowances, household composition, criminal history or rent will result in rejection.
5. At the time of admission, applicants must demonstrate the ability and willingness to comply with the terms of HHA's lease, either alone or with assistance.<sup>7</sup> Availability and source of assistance is subject to verification by HHA.
6. Screening applicants who claim mitigating circumstances
  - a. If negative information is received about an applicant, consideration may be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with HHA's policies, procedures and practices referenced in 24 CFR §960.203(b), consideration may be given to factors that might indicate a reasonable probability of favorable future conduct.
7. Qualified and Unqualified Applicants
  - a. Qualified families will be notified by HHA or its representative of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date.
  - b. Unqualified applicants will be promptly notified by a Notice of Rejection from HHA, stating the basis for such determination and offering an opportunity for informal hearing. At the Informal Hearing the applicant can offer information about mitigating circumstances or

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<sup>6</sup> HHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

<sup>7</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for HHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

mistakes in fact upon which HHA's decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

- c. Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.
- d. Any adult member of the family has been evicted from federally assisted housing in the past 5 years will be denied, except that they would retain their eligibility in cases where they were evicted for non-payment of rent or utilities but they subsequently paid off their debt owed in its entirety.

**H. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998 Federal Register**

- 1. Units will be occupied by families of the appropriate size. This policy maintains the usefulness of the unit, while preserving them from excessive wear and tear and underutilization.

<b>Minimum and Maximum-Number-of-Persons-Per Unit Standard</b>		
<b>Number of Bedrooms</b>	<b>Min Persons/ Unit</b>	<b>Max Persons/ Unit</b>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8
5 BR	7	10

- 2. The following principles govern the size of unit for which a household will qualify. Generally two people per bedroom. Units will be so assigned that:
  - a. Children age four and under will not be allotted an additional bedroom with any other child or a parent, regardless of age or sex;
  - b. Two children between the ages of five and seventeen of the same sex will not be allotted an additional bedroom;
  - c. Two children between the ages of five and seventeen of the opposite sex will be allotted an additional bedroom, although they may share a bedroom at the request of the household.
  - d. Adults (over age eighteen) of the same sex will not be allotted an additional bedroom;
  - e. Adults (over age eighteen) of opposite sexes who are spouses or co-heads will not be allotted an additional bedroom;
  - f. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household will be allotted an additional bedroom although they may share a bedroom at the request of the household.
  - g. A single head of household parent will be allotted an additional bedroom for with his/her

- child over age four, although they may share a bedroom at the request of the household.
- h. Exceptions to the largest permissible apartment size may be made in case of an approved reasonable accommodations for a person with disabilities.
  - i. An unborn child will be counted as a person in determining apartment size.
3. In determining apartment size,
    - a. HHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the household can document that the child will be living with the household.
    - b. An approved live-in aide may be assigned a bedroom. Single, elderly, or disabled residents with live-in attendants will be assigned one or two bedroom units.
    - c. One bedroom units in designated elderly properties will be leased first, to couples or single persons with live-in aides.
    - d. HHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
  4. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a household may be offered.<sup>8</sup>
  5. The largest apartment size that a household may be offered would be one bedroom per household member, considering household size and composition.

### **III. Tenant Selection and Unit Assignment Plan**

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

HHA will maintain the community-wide waiting list in the form of a computer report that records the type and size of apartment needed, each applicant's priority/preference status, the application number, and the race and ethnicity of the household head.

##### **1. Site-based Waiting Lists**

All properties have a site based waiting lists as do the two Section 8 New Construction properties (Long Drive and Telephone Road).

The Community-wide to Site-based Waiting List conversion process will entail contacting all applicants currently on the community wide list and:

- a. Asking them whether they wish to remain on the waiting list for public housing; and
- b. Informing them of the unit sizes and types at each property, as well as the average turnover rate; and
- c. Giving each applicant a choice of up to 3 properties where he/she would prefer to live.
- d. Once the site-based conversion is complete, applicants can change their site selections once per year.
- e. After each applicant has affirmed that he/she wishes to continue to wait for an offer of public housing and has indicated a preference for up to 3 properties, future applications will be taken on a site-by-site basis only.

The conversion will entail housing families off of the community wide waiting list until that list is exhausted.

<sup>8</sup> Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

## B. Making Unit Offers to Transferees and Applicants

1. Certain types of transferees will receive offers of housing before applicants from the waiting list.
2. In all offers HHA will not discriminate on grounds of race, color, sex, religion, sexual orientation, national origin, disability or familial status.
3. Specifically, the following order of offers applies:
  - a. Transfers(See Transfer Policy)
  - b. New Admissions from [each property's site-based](#) waiting list;
    - i. [If however, there are insufficient numbers of eligible applicant households on a given development's site-based waiting list relative to the number of existing or anticipated vacancies at that development; using HHA's same policies for establishing placement on a waiting list or eligibility for a dwelling unit, the Authority will allow applicants on other properties' site-based waiting lists to transfer to other properties' site-based waiting lists of an applicable and appropriate unit size;](#)
  - c. Resident-initiated transfers.
4. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.

An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. HHA will first match the apartment available to the highest-ranking applicant for an apartment 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 apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application will receive the earlier offer. [When the option to open a site-based waiting list for a particular HHA development\(s\) and specific bedroom size\(s\) is not practical or feasible, HHA will allow a transfer of an existing applicant households application to be applied to a different HHA waiting list at a different development in order to address circumstances where there are vacancies or likely to be vacancies at such development\(s\) and specific bedroom size\(s\) in the near future.](#)

5. When application processing is delayed because of missing verifications, a household's application will be suspended until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.
6. All offers will be made in writing. Applicant will be given 5 business days to contact the property or appear for a lease meeting to determine eligibility.
7. The applicant must accept any apartment offered within 2 business days of the later of
  - a. The date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities); or
  - b. The date they are shown the apartment.
8. If the applicant does not accept the unit offer within 2 business days, they will be removed from the waiting list.
  - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
  - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

### **C. Accessible Units**

1. Before offering a UFAS accessible apartment to a non-disabled applicant, HHA will offer such units:
  - a. First, to the current public housing resident having a disability that requires the greatest numbers of the special features of the vacant apartment.
  - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment.
2. When offering an accessible/adaptable apartment to a non-disabled applicant, HHA will require the applicant to agree to move to an available non-accessible apartment within 10 business days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant.
3. If an applicant household includes a member with a visual or hearing impairment, the HHA will retrofit the unit to be offered to the household to make it fully accessible considering the household member's disability.

### **D. Administering the Applicant and Transfer Waiting Lists**

1. Applications for admission and transfer to non-mixed-finance public housing properties will be processed centrally by the Occupancy Department. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the Occupancy Department office centrally<sup>9</sup>. Offers may be made in writing from the central office or the development.

Applications for admission and transfer to mixed finance and Section 8 new construction developments will be processed and audited by HHA staff following the policies and procedures of HHA and HUD.

## **IV. Leasing Policies**

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

1. Apartments will be leased without regard to race, religion, sex, age, sexual orientation, national origin, disability or household status.
2. All public housing units must be occupied by families whose sole residence is the public housing apartment.
3. All units must be occupied pursuant to a signed HHA lease that complies with HUD regulations.
4. HHA will not offer nor move a household into an apartment that does not meet basic standards of habitability, including HUD occupancy standards.
5. The lease will be signed by the head of household, his/her spouse, and all other adult members age 18 and older of the household and by the property manager or other authorized representative of HHA or other authorized representative of HHA, prior to actual admission.
6. The manager or other authorized representative of HHA will provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
7. All changes in household composition, income or household status will be processed by the property manager or authorized member of HHA see III.d.1 and 2 above).
8. The resident will pay a security deposit at the time of leasing. The security deposit for Elderly or Disabled families will be the greater of \$75 or one month's rent. The security deposit for non-elderly and non-disabled families will be the greater of \$150 or one month's rent. For all current residents, the amount of security deposit already paid will not be increased while the resident lives at any HHA property (including situations in which a household is transferred from one property to another).

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<sup>9</sup>The exception to this policy is that Mixed Finance properties are administered by the property managers at those sites.

9. Non-refundable pet fees (public housing units) or pet deposits (Section 8 New Construction: Long Drive and Telephone Road) are in addition to the security deposit, in accordance with **HHA's Pet Procedure**.
10. If a resident transfers from one HHA apartment to another, a new lease will be executed for the dwelling into which the household moves.
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the property manager or other authorized representative of HHA.

12. At the time of leasing the new resident will receive a copy of the HHA Lease and all applicable attachments including as needed, the Bed Bug Addendum & Pamphlet, Community Service Requirements, Curfew Policy, Debts Owed to Public Housing Agencies and Terminations, Drug-Free/Crime-Free Housing Addendum, Fair Housing Statement of Knowledge & Brochure, Fire Extinguisher, House Rules, Housekeeping Standards, HUD Authorization for Release of Information, HUD Fraud Bulletin, Information on Lead Based Paint, Maintenance Charges, Mold Addendum, New Tenant Orientation, Parking and Towing Policy, Public Housing Grievance Policy, Public Housing Pet Policy, Reasonable Accommodations Notice, Renter's Insurance Information, Smoke Detector, Smoke Free Addendum, Third Party Utility Notification Request, Violence Against Women Act, What You Should Know about EIV.
13. If, at any time, the head of household dies or leaves the unit for any reason (institutionalization, forming a new household elsewhere), HHA will permit the remaining members of the household to remain in the unit subject to the requirements described in Annual Reexamination, Income and Household Circumstances.
14. Participants must adhere to the terms and conditions of the Lease.

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

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment

#### **C. Additions to and Deletions from the Resident Household and Household**

1. Only persons listed on the most recent certification form and lease, or added in accordance with law will be permitted to occupy a dwelling unit.
2. Generally HHA will approve the addition of a household member when that individual passes screening and does not result in the household becoming larger than the maximum occupancy limit of the current unit.
3. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.
4. Once removed, a household member cannot be added to a household for twelve (12) months and is subject to eligibility screening.

#### D. Visitors

1. Visitors are permitted in a dwelling unit in accordance with the house rules and lease terms so long as they have no previous history of behavior on HHA premises that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be maintained for public view in the leasing office.
2. Visitors may visit for a total of 14 days in any twelve month period.

#### F. Smoking Policy

1. Smoking is not permitted in any restricted areas at public housing properties owned or managed by HHA, its affiliates, or any entity in which HHA has a partnership or ownership interest (HHA Property(ies)). Restricted areas in which smoking is prohibited includes:
  - a. Inside any public housing living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures;
  - b. Outdoor areas within 25 feet from public housing and administrative office buildings (including those identified above)
2. Banned tobacco products include items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes. Water pipes (hookahs) are also prohibited.

#### G. Community Service

Community Service is defined as the performance of unpaid voluntary work or duties that are a public benefit. Federal regulations established community service requirements to engage eligible public housing tenants in rewarding activities offering opportunities to acquire work experience and/or benefit the overall community. Adult tenants deemed by management as non-exempt will be required to report the completion of eight (8) hours of community service, participation in a Self-Sufficiency program, each month. Management will comply with the following terms to implement and enforce community service requirements:

1. Management shall provide written notice to all adult residents informing them of community service and self-sufficiency requirements. The notification must alert residents of their requirement determination that indicates if they are exempt or non-exempt; along with actions that are needed for the tenant to comply.
  - a. Eligible Participants
    1. Adult tenants who are non-working residents and not elderly, disabled or handicapped are deemed as non-exempt and *required* to perform eight hours of community service, each month.
    2. Adult tenants who are exempt (*not required*) to complete community service requirements are adult individuals who are:
      - i. At least age 62 years or older
      - ii. Blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), that can verified that because of the disability s/he is unable to comply with the service provisions. Verification shall be determined by the HHA when the tenant submits Reasonable Accommodation forms for to HHA to confirm.
      - iii. A primary caretaker of a disabled household member (as defined above)
      - iv. Engaged in work activities for a minimum of 30 hours per week
      - v. Enrolled as a full-time student (12 semester hours) at a secondary school or an institution of higher

3. Tenants are responsible for reporting to management any changes resulting in a modification of their eligibility to perform community service. Management will acknowledge the status change on the date it is received from the tenant. Tenant shall be required to complete all service hours that were required prior to the change.
4. Tenants who are exempt, due to employment, must be working with an employer a minimum of 30 hours per week and verified by management.
5. Management shall make the final determination regarding tenant's community service status (exempt vs no-exempt). Tenants may use the Grievance Process, if they disagree with management's determination.

b. Eligible Community Service Activities

1. Eligible Community Service hours shall directly benefit the general public and/or public housing site under the direction of an organization that is deemed non-profit, faith-based and/or public sector; located within Harris County. Tenants participating in post-secondary institutions/job training programs are allowed to be enrolled with institutions outside of Harris County.
2. Community service hours cannot be fulfilled with a for-profit or private sector entity; nor include any involvement with political activities.
3. In lieu of performing community service hours, non-exempt residents may participate in a self-sufficiency program. Involvement in a self-sufficiency program is defined as actively attending/participating in an official class/workshop/training for a minimum of 8-hours per month.
4. Self-Sufficiency program shall be defined as any program allowing tenants to increase their capacity to become economically self-sufficient (literacy, post-secondary education, job training, employment service, etc.) and/or efforts to live independently (community based support groups).
5. A combination of community service hours and self-sufficiency participation, of at least eight hours each month, will be accepted.
6. Management will only accept 8 hours of community service, each month. Completed service hours beyond 8 hours will not be not accepted; unless authorized in advance by management to resolve delinquent hours.
7. Management may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its' employees.

c. Administering Community Service Policy

1. Family members 18 years of age and older (deemed as non-exempt) will be notified of the community service requirements prior to admission and again at each annual reexamination.
2. The Property Manager will provide non-exempt individuals with: 1) information clarifying what the qualifying activities are, 2) forms for tracking completed service hours, 3) verification of participation and 4) the process for reporting any changes to exempt or non-exempt status of family members. Non-exempt tenants are responsible for acquiring all required community services forms from management, for properly reporting the completion of monthly hours. Tenant shall also be responsible for ensuring all documents/forms are completed in its entity. Management can reject documentation that is incomplete and does not meet the minimum 8-hours requirement and/or any other requirements governing community services hours.

d. Reporting Community Service Hours

1. Management will review the family's community service compliance, every month. Tenants shall submit documentation, to management, indicating their completion of 8 community services hours with their rent payments. It shall be the responsibility of the Head of Household to ensure all non-exempt household members submit their documentation indicating their completion of service hours and/or participation forms. Tenants shall also be required to retain copies of all completed services hours for future reference.
2. Households' failure to submit completed community service documentation with monthly rent payments shall be deemed as non-compliant and in violation of the lease and grounds for termination.
3. If management determines that a non-exempt family member has not met their service requirement, the tenant and/or the Head-of-Household will be notified of the non-compliance determination. A notice of non-renewal of the lease will be issued, unless a) the head of household and non-compliant resident enters into a written agreement (and follows through with the agreement) to cure the non-compliance matter before the current lease agreement expires, or b) the Head of Household provides written evidence that can be verified that the non-compliant tenant no longer lives in the unit. The Property Manager will retain all documentation of completed service requirement performance and/or exemption in the tenants' file.

**V. Determining Income and Rent**

**A. Annual Income**

HHA will use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below will be used.

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

1. The gross amount from earned income, 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 will 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 household for cash or assets invested in the business;
3. Net income, of any kind of real or personal property, interest dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will 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 household for cash or assets invested in the property;
4. If the Household has Net Household Assets in excess of \$5,000, Annual Income will include:
  1. The greater of the actual income derived from all Net Household Assets. FY 2020 20

or

2. A percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.
5. For a Household with net assets equal to or less than \$5,000, for recertification of income, HHA will accept a household's self-certification. The self-certification must state the amount of income the family expects to receive from such assets and this amount must be included in the family's income. HHA will obtain third-party verification of all family assets every 3 years starting in year 2017.
6. Zero Income Families: Unless the household has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have 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 will be considered income.
7. 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.];
8. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Household assets.);
9. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member;
10. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and
11. All regular pay, special pay, and allowances of a household member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

#### **B. Anticipating Annual Income**

1. In determining family income for initial occupancy or interim reviews based on a change to future income, HHA will use anticipated income for a 12 month period. If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for tenants who are only paid for 9 months (ex. School bus drivers, classroom aids, etc.), or for tenants receiving unemployment compensation.)
2. **Annual Recertifications** - HHA will use the income for the family for the preceding year. Preceding year's income may include making other adjustments as it considers appropriate to reflect current income.

#### **C. Adjusted Income**

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

##### **For All Families**

1. **Child Care Expenses** — A deduction of amounts to be paid by the household for the care of children under 13 years of age for the period for which Annual Income is computed, **BUT ONLY** when such care is necessary to enable a household member to be gainfully employed, to seek

employment or to further his/her education. Amounts deducted must be unreimbursed expenses and will not exceed: (a) the amount of income earned by the household member released to work; or (b) an amount determined to be reasonable by HHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the household residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for household members with disabilities where such expenses are necessary to permit a household member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the household member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled household member. Also included would be the annualized cost differential between a car and the cost of a van required by the household member with disabilities.

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

#### **For Elderly and Disabled Families Only:**

1. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, 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 household members), and payments on accumulated medical bills. To be considered by HHA 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 will equal total medical expenses that are three (3%) percent of annual income.
  - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
2. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.
3. **Optional Deductions/Exemptions** — HHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect. *FY 2020 22*

#### D. Fixed Income Families

For any family member with a fixed source of income, HHA will elect to determine that family member's income by a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current interest to the previously verified or adjusted income amount.

Family members whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
2. Federal, state, local, or private pension plans
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

HHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. HHA will verify the appropriate COLA or current rate of interest from a public source or through tenant- provided, third party- generated documentation. If not such verification of income amounts in order to calculate the change in income for the source. For Fixed Income Families HHA will obtain third-party verification of all income amounts every 3 years starting in 2017.

#### E. Choice of Rent

At initial certification and at each subsequent annual reexamination the resident will be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

##### 1. Total Tenant Payment (TTP)

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

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

- a. **30% of adjusted monthly income;**  
Or
- b. **10% of monthly income;**  
But never less than the
- c. **Minimum Rent of \$50;**  
And not more than the
- d. **Flat Rent, if chosen by the household**

##### 3. Tenant rent

- a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
- b. In developments where the HHA pays all utility bills directly to the utility supplier, <sup>FY 2020 23</sup> Tenant Rent

equals Total Tenant Payment.

**4. Minimum Rent**

The Minimum Rent will be \$50 per month.

**5. Minimum rent hardship exemption**

A hardship exemption will be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 calendar days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following:

- a. The household has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
  - b. The household would be evicted as result of the imposition of the minimum rent requirements;
  - c. The income of the household has decreased because of changed circumstances, including loss of employment ;
  - d. A death has occurred in the household.
6. Being exempted from paying minimum rent does not mean the household automatically pays nothing. Instead, the household is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.

**7. Over – Income Families**

A family becomes over – income when their income exceeds 120% of the Area Median Income (AMI) for two consecutive years.

- a. Year One - When HHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income that makes the families income over 120% AMI. HHA will document that the family’s income exceeds the threshold and to relook at the family’s income at the next annual reexamination
- b. Year Two – HHA must provide written notification to the family that their income has exceeded the over-income limit for one year.
  - i. If the family’s income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination.
- c. If HHA discovers through an annual or interim reexamination that the previously over-income family has income that is now below the over-income limit, the family is no longer subject to the provisions above and the family is entitled to a new 2-year grace period.

**VI. Flat Rents (Public Housing only)**

**A. Flat Rents**

1. Flat rent is determined by using no less than 80% Small Area Fair Market Rents (SAFMR) established under HCV or the amount housing monthly subsidy under the United States Housing Act.
2. Flat rents vary by apartment size and type and also by development location.
3. Tenant – paid utility allowances are then subtracted in order to determine net flat rent.
4. HHA will take the following information into account in developing its flat rent Schedule:
  - a. Rents of comparable non-assisted rental units in the immediate neighborhood considering the location, quality, size, unit type, unit age, and any amenities.
  - b. Whether utilities are resident-paid or project-paid

## **B. Annual Update of Flat Rents**

1. HHA will review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents and HUD published fair market rents as described above.
3. When a resident chooses Flat rent, his/her rent will be adjusted only at the next annual reexamination rather than at the point the Flat rent may change.

## **C. Choice of Rent**

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

## **D. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate for the family composition and Community Service requirements (if applicable) are met.

## **E. Hardship Reduction in Flat Rents**

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 calendar days, Management will reduce rent to the income-based rent based on verified income information.
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.

## **VII. Annual Reexaminations of Income and Household Circumstances**

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

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

1. Qualify as a household as defined in Section XV of this policy.<sup>10</sup>
2. Are in full compliance with the household/resident obligations and responsibilities as described in the dwelling lease.
3. All household members have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent
5. Who are in compliance with the 8 hour per month Community service requirements, if applicable.<sup>11</sup>

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

1. If the head of household dies or leaves the unit for any reason other than termination of the tenancy by HHA, continued occupancy by remaining household members is permitted only if:
  - a. The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence; and
  - b. A replacement head of household is identified and reported to HHA in writing within 30

FY 2020 25

calendar days of the occurrence; and

1. If after 30 days of the occurrence, no head of household is reported, HHA will proceed with eviction.
- c. The household member seeking to become the head of household must meet HHA's screening and eligibility requirements;
- d. The member seeking to become the head of household has reported all income as required by HHA policy;
- e. The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy;
- f. The household agrees to occupy an appropriately sized unit based on HHA's Occupancy Standards
- g. Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s) (under 18), the proposed head of household has been

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<sup>10</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease and is otherwise eligible. Remaining family members can also include court recognized emancipated minors under age 18.

<sup>11</sup> applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs.

listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).

- h. The household agrees to a written payback agreement for any arrearages incurred by the former head of household.
2. Those under 18 seeking to become the head of household must provide proof of emancipation, including but not limited to: Marriage license; Divorce decree, emancipation; or military enlistment or discharge papers.
3. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet HHA's screening and eligibility criteria.
4. HHA may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure from the unit.

### **C. Reexaminations**

1. Regular reexaminations: HHA will, at least once a year, re-examine the household composition and incomes of all resident families, except that families paying Flat Rent will have their household composition reexamined annually and incomes reexamined only every three years.
2. Special Reexaminations: When it is not possible to estimate household income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.
3. A special reexamination will be conducted when there is a change in the head of household that requires a remaining household member to take on the responsibilities of a head of household.
4. Zero Income Families: Unless the household has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have 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 will be considered income.
5. If HHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.
  - a. If HHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;
  - b. If the resident prevails in the lease termination action, a new lease will be executed.
6. Action Following Reexamination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.
  - a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described herein and transferred to an appropriate apartment when one becomes available.
7. The Notice of rent adjustment will include the current rent, the new rent, and the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent. The notice will inform the household on how to request a Grievance hearing
8. Effective Date of Adjustments

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

**VIII. Interim Rent Adjustments: Modified Fixed Rent System**

**A. Adjusting Rent between Regular Reexaminations**

- 1. **Residents are required to report all changes in household composition or status** to the housing manager within 10 business days of the occurrence. Failure to report within the 10 business days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.
- 2. **Absent any changes in household composition or status**, HHA will process interim changes in rent and tenant-paid utilities **in between Regular Reexaminations** in accordance with the chart below:

<u>INTERIM INCOME CHANGE</u>	<u>INTERIM HHA ACTION</u>
(a) Decrease in income, <u>except</u> for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules <sup>12</sup> .	<ul style="list-style-type: none"> <li>• HHA will process an interim reduction in tenant rent and tenant-paid utilities (i.e. Total Tenant Payment) if the household's income decreases.</li> </ul>
(b) In between regular annual reexaminations or until their next certification period (e.g. annual recertification, transfer of unit/move to another unit, port-out, etc.) households are <u>not</u> required to report and document their income <b>increase</b> , except for instances involving households' reporting zero income and/or seasonal/sporadic income (described further below).	<ul style="list-style-type: none"> <li>• In between regular annual reexaminations or until their next certification period (e.g. annual recertification, transfer of unit/move to another unit, port-out, etc.) households are <u>not</u> required to report and document their income <b>increase</b>, except for instances involving households' reporting zero income and/or seasonal/sporadic income (described further below). Accordingly, HHA will <u>not</u> conduct an Interim Redetermination and the Authority will <u>not</u> calculate household <b>increased</b> income until the effective date of their next certification period (e.g. annual recertification, transfer of unit/move to another unit, port-out, etc.).</li> </ul>

(c) Increase in income.	<ul style="list-style-type: none"> <li>HHA will not conduct an Interim Redetermination, nor are households required to report and document their income increase, except for instances when a person with income (from any sources) joins the household which they are required to report.</li> </ul>
(d) Increase in income (e.g. COLA adjustment for social security).	<ul style="list-style-type: none"> <li>HHA will not conduct an Interim Redetermination.</li> </ul>
(e) Increase in income because a person with income (from any source) joins the household.	<ul style="list-style-type: none"> <li>HHA will conduct an Interim Redetermination of the household's income and process any change to rent and tenant-paid utilities.</li> </ul>
(f) Increase in monetary or non-monetary income after Resident claimed zero income	<ul style="list-style-type: none"> <li>HHA will process an interim change to rent and tenant paid utilities.</li> </ul>
(g) Residents with seasonal or sporadic income.	<p>Residents with seasonal or sporadic income will have their circumstances examined every 90 days until they have stable income and/or will have their prior actual income over the previous twelve months annualized as current and anticipated 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 will be considered income. Increases in monetary or non-monetary income after resident claimed zero income HHA will process an interim change to rent.</p>
(h) Any income change within 3 months prior to the scheduled recertification	<ul style="list-style-type: none"> <li>HHA may choose whether or not to conduct an Interim Redetermination within 3 months prior to the scheduled recertification.</li> </ul>

<p>(i) Interim Income Excluded from Rent Calculations Until a Household's Next Certification Period:</p> <p>Any time a household's income increases and/or their deductions / allowances change in annualized adjusted income, if the increases in household income corresponds to previous decreases resulting from the family's request for an interim reexamination(s), or for the purpose of estimating/calculating an increase in annualized adjusted income.</p> <p>Any similar change described immediately above, related to households with first-time admissions.</p>	<ul style="list-style-type: none"> <li>• Interim Income Excluded from Rent Calculations Until a Household's Next Certification Period:</li> </ul> <p>Any time a household's income increases and/or their deductions / allowances change in annualized adjusted income, their income increase must be excluded for rent and tenant-paid utility calculation purposes until their next certification period. However, a household's interim income increase may be considered for the purpose of estimating/calculating an increase in annualized adjusted income, if the increases in household income corresponds to previous decreases resulting from the family's request for an interim reexamination(s), or for the purpose of estimating/calculating an increase in annualized adjusted income. In other words, the Authority will take into account any redetermination of income, including reported household income decreases or increased allowances/deductions undertaken during the previous period(s) of change(s) in household rent and tenant-paid utilities not to exceed twelve months in length.</p> <p>The methodology described immediately above does not apply to first-time admission households. However, during the Authority's subsequent verification of household income for the time period of eligibility determinations and lease-up / leasing under the program(s), not to exceed the period of time for income eligibility determination, this income verification may be used both to redetermine whether a household would still have been income eligible for the programs(s) as well as whether the tenant rent and tenant-paid utilities (i.e. Total Tenant Payment) would have been higher than the annualized adjusted income provided by the household at that time.</p>
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3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by HHA.
4. HHA will process interim decreases in rent as follows:
  - a. When a decrease in income is reported, and HHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
5. Residents reporting zero income will have their circumstances examined every 90 days until they have 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 will be considered income.

6. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
  - a. The Texas Department of Human Services (TDHS) has reduced the grant because of welfare fraud; or
  - b. TDHS has reduced the grant because the household failed to comply with economic self-sufficiency requirements.
9. If a resident challenges the TDHS's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the TDHS.
10. If the TDHS upholds the grant reduction, the resident will owe a retroactive rent on the interim rent reduction granted.
11. If the TDHS overturns the grant reduction, no retroactive balance is owed.

#### **B. Interim Changes in Household Composition**

1. All changes in household composition must be reported within ten 10 business days of occurrence.
2. Additions of the following persons must be requested in writing and require written permission from HHA before the persons may move into the apartment:
  - a. Adult household member (including a new spouse);
  - b. Foster child or children ( but not children added by birth, adoption, or court awarded custody, although those events must be reported within ten (10) days of their occurrence;
  - c. Foster adult;
  - d. Live-in Aide;
  - e. Child in kinship care.
3. All adults who are proposed for addition to a household or household must be screened for eligibility.
4. All adults who are proposed for addition to a household or household must not overcrowd the unit.

#### **C. Effective Date of Rent Adjustments**

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

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

### **IX. Earned Income Disallowances**

#### **A. Background**

EID is a benefit that encourages public housing tenants to seek and retain employment without incurring immediate increases in their rent. The goal is to encourage self-sufficiency by rewarding residents who obtain employment to increase their earnings.

**B. Guidelines**

1. EID benefits provides discounts on household's rent calculation when tenants are deemed eligible by management when a household member meets any of these criteria: 1) increased earned income is due to new employment of a family member who was previously unemployed for at 12-month prior, 2) the family received TANF benefits during the previous 6 months and/or 3) the household income increased during a family member's participation in a self-sufficiency or job training programs.
2. Households deemed eligible by management to receive EID benefits will receive 100% discount on the increased earned income for 12-months, after the date the tenant was deemed eligible. Management shall utilize the reported income prior to the eligible date as the baseline and exclude 100% of the increased earned income reported by an employer.
3. After a household receives 12-months of EID benefits the discount will decrease to 50%. Management will continue utilizing the household's income prior to the eligibility date to determine the amount of increased earned income. The household's rent increase will be based on 50% of the increased earned income for additional 12-months.
4. EID benefits are awarded to a family member within the household and not the entire household. More than one household member can receive EID benefits if deemed by management as eligible.
5. Public housing tenants are limited to receiving 24 consecutive months of EID benefits, in a lifetime. Tenants who initiate their EID benefits and do not utilize the full 24-months shall waive their rights to any unused months.

6. Tenants may qualify for a retroactive EID if management deems them eligible based meeting **ALL** of the following criteria: 1) Tenant had new or increased earned income and qualified for EID and 2) Tenant reported the increased income and 3) HHA increased residents rent and 4) Tenant paid the increased rent.
7. Credits resulting from the approval of an EID retroactive benefit shall be applied to the household tenant account as a credit. Upon administering a retroactive EID benefit, management shall deduct any balances owed to the HHA from the credit.

## **X. Transfer Policy**

**A. General Transfer Policy** - the HHA shall consider changes in dwelling units for existing households when various circumstances arises and warrants a change. Below are the guidelines that shall govern unit transfers:

1. Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
3. There are no notice requirements for mandatory transfers. All other categories of transfers will be given the appropriate amount of notice, when required local and State laws.
4. Tenants may use the **HHA Grievance Procedure** for all transfers except those deemed as Administrative Transfers. Refusal of any mandatory transfers for administrative purposes will result in the HHA terminating the lease.
5. [With the exceptions cited within number five \(immediately below\) and number six \(below\), all transfers, regardless of the initiator, shall be processed within the households' existing housing program. Transfers among HHA's programs are prohibited such as Public Housing to Project-Based Section 8 to Housing Choice Voucher Program or vice versa; without consent from the HHA's President/CEO or their designee. Whenever feasible, the HHA shall process transfers within a household's current site before considering a transfer to a different site.](#)
6. [In instances where HHA or its non-profit subsidiaries, instrumentalities or affiliates owns or partially owns multiple developments in different programs, HHA may exercise its discretionary authority to allow participant households to transfer between units, developments, and programs under 24 CFR 960.202\(a\)\(2\)\(v\) – "Tenant selection policies." HHA may utilize this discretionary authority in conjunction with its ACOP policies for Administrative Transfers and Emergency Transfers in subsection called "Types and Priorities of Transfers." Similarly, HHA may apply regulations 49 CFR 24.203\(c\)\(4\) regarding relocation notices and urgent need as well as 49 CFR 24.204\(b\)\(3\), pertaining to an emergency requiring immediate evacuation and the availability of comparable replacement dwelling before displacement, under the Uniform Relocation Act.](#)

## **B. Types and Priorities of Transfers**

1. The HHA shall offer the following types of transfers which are also ranked in accordance to priorities:
  - a. Administrative Transfers are mandatory when HHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions.
    1. *Category 1 (Physical Improvements)* are mandatory when the HHA determines that

physical improvements are necessary to resolve circumstances deemed as a threat to life, health and/or safety. Transfers will be provided within the site or between sites to: permit repairs related to but limited to: renovations, revitalization, demolition and/or disposition. These transfers shall be mandatory and does not require the HHA to issue an advance notice. They will also take priority over new admissions.

2. *Category 2 (Over & Under Housed Dwelling Units)* shall be offered to resolve households who do not comply with HHA's occupancy guidelines. When households are ruled as under or over-housed they will be transferred preferably to the same site; however, the HHA has the right to offer transfers at other site within the same program. These transfers are mandatory and does not require the HHA to issue an advance notice. These transfers shall take priorities over new admissions.
  3. *Category 3 (Income Tier Transfers)* shall be processed to satisfy requirement for households at tax credit properties whose incomes have declined and they are no longer able to qualify for the income tier in which they were admitted.
- b. Emergency Transfers are deemed by the HHA as situations that addresses immediate life threatening conditions including domestic violence, dating violence, sexual assault or stalking, in accordance with the HHA VAWA policy, hate crimes, witness protection or other situations that put a household member's life in danger from something other than unit or building condition. These transfers are not mandatory and allows households the right to refuse unit offers provided by the HHA. In the event, a household declines the unit a lease termination will not be issued. The Household's refusal of a unit transfer will be perceived by the HHA as the households' right to remain in their current unit. These transfers shall also take priorities over new admissions.
  - c. Resident Initiated Transfers will be processed by the HHA to allow households to voluntary report changes in their family size that warrants a unit change to comply with HHA's Occupancy guidelines. These requests will automatically convert to an administrative transfer and be processed as a mandatory request. Advanced notices will also not be required. These transfers will take priority over new admissions.
  - d. Economic Self-Sufficiency Incentive Transfers are offered to households who are interested in relocating to a new or modernized public housing unit, at a different site. These transfers are not mandatory and shall take priority of new admissions. The transfer is also limited to tenants solely residing at Clayton Homes, Cuney Homes, Ewing, Forest Green Townhomes, Kelly Village and Irvinton Village Apartments. Interested tenants must also meet all admission requirements to be eligible for the transfer in addition to the following criteria:
    1. In good-standing with HHA's Lease Agreement no pending evictions nor pending formal administrative reviews.
    2. Residency at Clayton Homes, Cuney Homes, Ewing Apartments, Forest Green, Kelly Village, or Irvinton Village for at least 3-years.
    3. No outstanding debt with the HHA; for the past 2-years.
    4. No history of non-compliance nor disturbances that resulted in a lease violations being issued within the past 2-years.
    5. Employed or enrolled in an HHA Economic Self-Sufficiency Program.

## 2. Processing Transfers

- a. A centralized transfer waiting list will be administered by the Occupancy Division. FY 2020 34  
Managers

submit requests for transfer, including necessary documentation, to the Occupancy Specialist Manager.

- b. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:
  1. Administrative Transfers
  2. Emergency Transfers
  3. Resident Initiative Transfers
  4. Economic Self-Sufficiency Incentive Transfers
- c. Within each category, transfer application will be sorted by the date the completed file (including any verification needed) is received from the manager.
- d. Administrative transfers to correct occupancy standards may be recommended by the Management team at time of re-examination or interim redetermination.

### **C. Cost of Transfers**

1. HHA will pay the cost of administrative transfers if it initiates excluding transfers related to changes in household size (overcrowding and over housing), change in income tier, emergency transfers and economic self-sufficiency incentive.
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities, along with other support deemed necessary by the HHA.

### **D. Transfers at Long Drive and Telephone Road**

Long Drive and Telephone Road are not public housing properties. They are Section 8 new construction developments. As such, public housing tenants cannot transfer to or from these properties. They must, instead, be processed as applicants. Current tenants of Long Drive and Telephone Road may be transferred within the properties but not to other developments.

## **XI. Lease Termination Policies**

### **Public Housing Policy**

#### **A. General Policy: Lease Termination**

Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

#### **B. Resident-initiated Lease Terminations**

1. Resident may terminate tenancy by providing 30 days written notice to property manager in accordance with their lease.

#### **C. HHA-initiated Lease Terminations**

1. HHA or its manager will terminate the lease only for:
  - a. Serious or repeat violations of the material terms of the lease such as the following:
    1. Failure to make payments due under the lease;
    2. Failure to fulfill Tenant/household obligations under the lease.
  - b. Good cause- good cause includes but is not limited to the following:

1. Criminal activity or alcohol abuse;
2. Discovery after admission or lease renewal of facts that made the tenant ineligible;
  - i. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or reexamination of eligibility;
  - ii. Failure to comply with the community service requirements.
  - iii. Disturbing the peace
- c. HHA and or designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
2. In accordance with the lease and grievance procedure, HHA will notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure. The notice will inform the household on how to request a Grievance hearing.
3. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking (see Definitions in section XV) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.
4. If a non-exempt member of a resident household fails to comply with the 8 hour per month Community Service requirement, the entire household may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.
5. The community service requirement does not apply to Long Drive or Telephone Road.

**D. Notification Requirements**

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by State law.
3. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
  - a. When the Authority terminates the lease, written notice will be provided as follows:14 calendar days prior to termination for failure to pay rent;
  - b. 3 calendar days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
  - c. At least 30 calendar days prior to termination in all other cases.

**E. Eviction Actions**

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action.
3. HHA is not required to prove that the resident knew or should have known that a household

member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.

4. In deciding whether to evict for criminal activity, HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by household members and the effect that the eviction would have on household members not involved in the prescribed activity.
5. In appropriate cases, HHA may permit continued occupancy by remaining household members and may impose a condition that the household members who engaged in the prescribed activity will neither reside in nor visit the dwelling unit.
6. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit as prescribed in Section II.
7. HHA will require that the remaining household members live in strict compliance with the lease and that the household be placed on probation for an appropriate period of time.

#### **F. Record keeping Requirements**

1. A written record of every termination and/or eviction will be maintained by HHA in compliance with applicable laws. and will contain the following information:
  - a. Name of resident race number and identification of apartment occupied;
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  - c. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
  - d. Date and method of notifying resident; and
  - e. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
2. HHA will report resident owed funds and negative terminations into the HUD EIV system.

#### **F. Grievance Procedure for Tenants:**

1. "Grievance" is defined as any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant's lease or HHA regulations that adversely affects the individual Tenant's rights, duties, welfare, or status.
2. HHA has established a Public Housing Grievance Policy that includes, but is not limited to, applicability rules, an explanation of the grievance process, identification of applicable timelines, and procedures governing the hearing.
3. The Public Housing Grievance Policy is provided to Tenants at the time the lease is signed and is also available in the property management offices and the Public Housing Office.

### **Section 8 New Construction: Long Drive and Telephone Road**

#### **A. General Policy: Lease Termination**

Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

#### **B. Resident-initiated Lease Terminations**

*FY 2020 37*

Resident may terminate tenancy by providing 30 days' written notice to HHA or property manager in accordance with **HHA Procedure on Resident-Initiated Lease Terminations**.

### **C. HHA-initiated Lease Terminations**

1. HHA and or its designated representative will terminate the lease only for
  - a. Substantial lease violations; or
  - b. Repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right or peaceful enjoyment of the premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or
  - c. Failure to carry out obligations under the State of Texas Landlord/Tenant Act or
  - d. Other good causes (only at the expiration of the lease term).
2. HHA and or designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking (see Definitions in HHA VAWA Policy) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 5382) or provide other documentation of their status.

### **D. Notification Requirements**

1. The Authority's written Notice of Lease Termination will state
  - a. The date the lease will be terminated
  - b. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
  - c. That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which time the tenant may present a defense;
  - d. That the tenant has 10 days within which to discuss the proposed termination of tenancy with the manager. The 10 days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
2. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding;
3. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
4. The Notice to Vacate may run concurrent with any notice required by State law.
5. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
6. When the Authority terminates the lease, written notice will be provided as follows:
  - a. 14 days prior to termination for failure to pay rent;
  - b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;

- c. At least 30 days prior to termination in all other cases.

#### **E. Eviction Actions**

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action;
3. HHA is not required to prove that the resident knew or should have known that a household member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.
4. In deciding whether or not to evict for criminal activity HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by household members and the effect that the eviction would have on household members not involved in the proscribed activity.
5. In appropriate cases, HHA may permit continued occupancy by remaining household members and may impose a condition that the household members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
6. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit as prescribed in Section II.
7. HHA will require that the remaining household members live in strict compliance with the lease and that the household be placed on probation for an appropriate period of time.

#### **F. Record keeping Requirements**

1. A written record of every termination and/or eviction will be maintained by HHA, and will contain the following information:
  - a. Name of resident, race, number and identification of apartment occupied;
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
  - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
  - e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
  - f. Date and method of notifying resident; and
  - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
  - h. Copy of the served Termination Notice;
  - i. Copy of any agreed settlement orders;
  - j. Copy of any post-judgment agreements

## **XII. Utilities**

### **A. Resident-Paid Utilities**

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

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination.
2. When a resident makes an application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.

Failure to procure utility service in one's own name and/or failure to sign a third-party notification agreement are serious violations of the lease, subjecting the tenant to lease termination.

3. Each resident who pays some of their own utilities will receive a monthly Utility Allowance based on the utilities that they pay directly to the utility company(ies). The utility allowance reflects a reasonable amount of utilities for the specific size and type of apartment occupied.
4. Residents who pay their utility bills directly to the utility company(ies) and are paying an income-based rent have the amount of rent owed to HHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HHA.
5. When a resident's Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier.
6. Residents receiving Utility Reimbursements from HHA are responsible for paying the utility company(ies) for any utility charges in excess of those covered by the Utility Allowance;

#### **B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check-metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by HHA. Check meters are read by HHA and each tenant is charged for consumption in excess of the utility allowance at the rate paid by HHA.
2. In buildings where HHA supplies all utilities, HHA may make excess utility charges for the use of certain resident-supplied appliances. Examples include:
  - a. Second refrigerator;
  - b. Air conditioner;
  - c. Freezer

#### **C. Reasonable Accommodation**

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

#### **D. Individual Resident Relief From Excess Utility Consumption**

HHA allows residents to request individual relief from surcharges for excess consumption of PHA-purchased utilities and from payment of utility supplier billings in excess of the allowances. Residents may request relief if the family contains members that are susceptible to the health risks due to exposure to heat.

### **XIII. Reasonable Accommodations**

#### **A. POLICY STATEMENT**

The Houston Housing Authority ("Housing Authority") is dedicated to ensuring that persons with

disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide the accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

A copy of the Housing Authority's Reasonable Accommodation Policy ("Policy") shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at [www.housingforhouston.com](http://www.housingforhouston.com).

## **B. LEGAL AUTHORITY**

This Policy is in compliance with the statutory authority listed below:

1. Section 504 of the Rehabilitation Act of 1973 (Section 504);
2. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
3. The Fair Housing Act of 1968, as amended (Fair Housing Act);
4. The Architectural Barriers Act of 1968; and
5. 24 C.F. R. Part 8 etc.

## **C. MONITORING**

The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:

Legal Compliance Officer  
2640 Fountain View Drive  
Houston, Texas 77057  
Phone: (713) 260-0353 • Fax: (713) 260-0376  
TTY: (713) 260-0547

Each housing applicant shall be provided with a copy of either the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations or the Notice to Houston Housing Authority Housing Choice Voucher Program Applicants and Participants Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

## **D. Further Detail is Available in the Reasonable Accommodation Policy in Attachment A.**

## **XIV. LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY**

The Houston Housing Authority (HHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

HHA's Language Assistance Plan defines HHA's approach to ensuring Title VI compliance with respect to LEP persons. HHA will periodically review and update this policy to ensure continued responsiveness to community needs and compliance with Title VI.

**A. Further detail is available in the Language Assistance Plan in Attachment B.**

**XV. Definitions of Terms Used in This Statement of Policies**

1. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility
4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability.
5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.
6. Applicant – an individual or a household that has applied for admission to housing.
7. Area of Operation - Jurisdiction of HHA as described in state law and HHA’s Articles of Incorporation – the City of Houston and all unincorporated areas within five miles of the City boundaries.
8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Household Assets, for assets used to compute annual income.
9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.
10. Care attendant - a person that regularly visits the apartment of a HHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
11. Citizen – Citizen (by birth or naturalization) or national of the United States.
12. Co-head of household – One of two persons held responsible and accountable for the household.
13. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See **HHA Policy on Community Service**.
14. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a

program for which federal, state or local law requires that a member of the household participate in an economic self-sufficiency program as a condition for such assistance.

15. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a visitor or another person under the tenant’s control.
16. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student.
17. Designated Household - means the category of household for whom HHA elects (subject to HUD approval) to designate a project (e.g. elderly household in a project designated for elderly families) in accordance with the 1992 Housing Act.
18. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
19. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site.
20. Disability Assistance Expenses – Reasonable expenses that are during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled household member that are incurred to permit an adult household member (including the person with disability) to be employed, provided that the expenses are not paid to a household member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
21. Disabled Household - A household 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 household may include persons with disabilities who are elderly.
22. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. For purposes of redevelopment activities, a household may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act.
23. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Household Assets **24 CFR § 5.603** in this section.)
24. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug.
25. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities.
26. Elderly Household - A household 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 household may include elderly persons with disabilities and

other household members who are not elderly.

27. Elderly Person - A person who is at least 62 years of age.
28. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document.
29. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.
30. Extremely Low Income Household – A Household whose Annual Income do not exceed the higher of the Federal poverty level or 30% of Area Median Income, as published by HUD adjusted for household size.
31. Family- includes, but is not limited to the following, **regardless of actual or perceived sexual orientation, gender identity, or marital status:**
  - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
  - b. A group of persons residing together and such group includes, but is not limited to:
    - i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - ii. An elderly family;
    - iii. A near-elderly family;
    - iv. A disabled family;
    - v. A displaced family; and
    - vi. The remaining member of a tenant family.
32. Family Members with a Fixed Source of Income- family members whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
  - a. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
  - b. Federal, state, local or private pension plans;
  - c. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
  - d. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
33. Foster Adult – An adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the household can help with his/her care. Foster adults may be members of HHA households, but they have no rights as remaining household members. The income received by the household for the care of a Foster Adult is excluded from Annual Income.
34. 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 will include but not be limited to: college, university, secondary school, vocational school or trade school.
35. Gender identity- actual or perceived gender-related characteristics.
36. Head of Household - Head of household means the household member (identified by the household) who is held responsible and accountable for the household.
37. Household -

The term household is generally used interchangeably with the term Family defined herein. Herein:

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 as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.

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

38. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent.

39. Income- With respect a family, income received from all sources

**40. Individual with Disabilities, Section 504 definition **24 CFR § 8.3****

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

- a. A physical or mental impairment that:
  1. Substantially limits one or more major life activities;
  2. Has a record of such an impairment; or
  3. Is regarded as having such an impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:
  1. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  2. 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.
  3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
  4. “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.
  5. “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

6. 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
  7. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.
41. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.
  42. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the household member; and (c) would not be living in the apartment except to provide the necessary supportive services.
  43. Lower-Income Household - A household whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller household size.
  44. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income.
  45. 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".
  46. Mixed Household – a household with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a household will be charged a pro-rated rent based upon the percentage of household members who are ineligible immigrants.
  47. Mixed Population Project - means a public housing project for elderly and disabled families. The HHA is not required to designate this type of project.
  48. Multihousehold housing project - For purposes of Section 504, means a project containing five or more dwelling units.
  49. National – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen.
  50. Near-elderly household - means a household whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly household may include other household members who are not near-elderly.

51. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability.
52. Net Household Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of:
  - a. Real property (land, houses, mobile homes)
  - b. Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)
  - c. Cash value of whole life insurance policies
  - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - e. Other forms of capital investments

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

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

53. Other Person Under the Resident's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a visitor in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery person) is not "under the resident's control."
54. Over-housed – A household is over-housed when the number of approved members is less than the Minimum Occupancy Standard for the sized unit the household occupies.
55. Person with disabilities<sup>13</sup> means a person<sup>14</sup> who —
  - a. Has a disability as defined in Section 223 of the Social Security Act; or,
  - b. Has a physical or mental impairment that:
    - Is expected to be of long continued and indefinite duration;
    - Substantially impedes his/her ability to live independently; and,
    - Is of such nature that such disability could be improved by more suitable housing conditions; or,

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<sup>13</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

<sup>14</sup> A person with disabilities may be a child.

- c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
  - 1. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
  - 2. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
  - 3. Means “individual with handicaps”, as defined in § 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

This is the definition that is used for eligibility and granting deductions for rent.

- 56. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments.
- 57. Refusal of Housing – An applicant’s choice not to accept a HHA offer of housing without good cause.
- 58. Rejection for Housing – HHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
- 59. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.
  - a. Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multihousehold 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 HHA.
  - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the HHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services.
- 60. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
- 61. Sexual orientation - homosexuality, heterosexuality or bisexuality.
- 62. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident household.
- 63. Spouse - Spouse means the husband or wife of the head of the household.
- 64. Tenant Rent - The amount payable monthly by the Household as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by the HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance.

65. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:  
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See definition for Tenant Rent
66. Under-housed – A household is under housed when the number of approved members exceeds the Maximum Occupancy Standard for the sized unit the household occupies.
67. 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,
68. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.
69. Utility Reimbursement – When a resident’s Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month’s total tenant payment and the utility allowance to either the tenant or the utility supplier.
70. Very Low-Income Household – A very low-income household has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for household size, as determined by HUD.
71. Visitor– For the purposes of resident selection and lease enforcement, a visitor is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.
72. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
73. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
- a. Unsubsidized employment;
  - b. Subsidized private sector employment;
  - c. Subsidized public sector employment;
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e. On-the-job training;
  - f. Job search and job readiness programs;
  - g. Community service programs; Vocational educational training (< 12 months)
  - h. Job skills training directly related to employment;
  - i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
  - j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
- The provision of child care services to an individual who is participating in a community service program.