

# J. R. “POLLY” LINEWEAVER ACOP

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Harrisonburg Redevelopment and Housing Authority's policies for the operation for the J.R. "Polly" Lineweaver, building, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Harrisonburg Redevelopment and Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Harrisonburg Redevelopment and Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Harrisonburg Redevelopment and Housing Authority will provide Federal/State/local information to applicants/tenants at the J.R. "Polly" Lineweaver Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Harrisonburg Redevelopment and Housing Authority office. In addition written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Harrisonburg Redevelopment and Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The Harrisonburg Redevelopment and Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 504 POLICY / REASONABLE ACCOMODATION**

Harrisonburg Redevelopment and Housing Authority is subject to laws governing the rights of disabled tenants, including Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act. Section 504 of the Rehabilitation Act mandates that federal fund recipients such as, HRHA ensure that their programs are accessible to qualified individuals with disabilities. Section 504 also requires that the HRHA ensure that that no otherwise qualified individual with disabilities shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any federal program or activity. The HRHA aims to eliminate discrimination against person with disabilities by ensuring accessibility standards are met, when necessary, as well as adhering to requirements as stipulated in Section 504 of the Rehabilitation Act, and the American Disabilities Act.

## **ADA/504 Program Coordinator**

The Harrisonburg Redevelopment and Housing Authority have designated the Executive Director and the Facilities and Construction Manager as its 504 program coordinators. Their responsibilities include coordinating the agency's efforts to comply with Section 504 and the American with Disabilities Act through coordinating, and overseeing ongoing compliance efforts.

### **Reasonable Accommodation**

Sometimes people with disabilities may need a reasonable accommodation order to take full advantage of the Harrisonburg Redevelopment and Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Harrisonburg Redevelopment and Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Harrisonburg Redevelopment and Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

#### ***2.1 COMMUNICATION***

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notification of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

#### ***2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION***

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Harrisonburg Redevelopment and Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Harrisonburg Redevelopment and Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Harrisonburg Redevelopment and Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
  - 1. Would the accommodation constitute a fundamental alteration? The Harrisonburg Redevelopment and Housing Authority's business is housing. If the request would alter the fundamental business that the Harrisonburg Redevelopment and Housing Authority conducts, then the request would not be reasonable. For instance, the Harrisonburg Redevelopment and Housing Authority would deny a request to have the Harrisonburg Redevelopment and Housing Authority do grocery shopping for a person with disabilities.
  - 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Harrisonburg Redevelopment and Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Harrisonburg Redevelopment and Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Harrisonburg Redevelopment and Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Harrisonburg Redevelopment and Housing Authority's programs and services, the Harrisonburg Redevelopment and Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Harrisonburg Redevelopment and Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Harrisonburg Redevelopment and Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Harrisonburg Redevelopment and Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Harrisonburg Redevelopment and Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

**Spanish**

### **4.0 FAMILY OUTREACH**

The Harrisonburg Redevelopment and Housing Authority will publicize the availability and nature of the J.R. “Polly” Lineweaver Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Harrisonburg Redevelopment and Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Harrisonburg Redevelopment and Housing Authority will also try to utilize public service announcements.

The Harrisonburg Redevelopment and Housing Authority will communicate the status of housing availability, to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the J. R. “Polly” Lineweaver Program.

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign *HUD Form 9886*, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

### **6.0 REQUIRED POSTINGS**

In each of its offices, the Harrisonburg Redevelopment and Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)



- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Current Schedule of Routine Maintenance Charges
- F. Dwelling Lease
- G. Grievance Procedure
- H. Fair Housing Poster
- I. Equal Opportunity in Employment Poster
- J. Any current Harrisonburg Redevelopment and Housing Authority Notices

## **7.0 APPLYING FOR ADMISSION**

It is the policy of HRHA to ensure that all families who express an interest in Housing Assistance are given an equal opportunity to apply, and are treated in a professional and consistent manner.

In this section, we detail policies related to the lifecycle of applications, verification, and final determination of eligibility.

## **7.1 OVERVIEW OF THE APPLICATION PROCESS**

New applications are accepted only when the Waiting List is open. Waiting List policies and procedures are detailed in the ***Waiting List*** section. At a minimum, the status of the Waiting List will be conspicuously posted:

- At or near the JR “Polly Lineweaver building at **265 North Main Street, Harrisonburg, VA 22802**
- On HRHA Website at **<http://www.harrisonburgrha.com>**
- In voice greetings for the main incoming phone line at HRHA

### **7.1.1 COMPLETING AN APPLICATION**

All families who wish to apply for housing assistance must complete an Application for Housing Assistance:

- To be completed during regular business hours at:  
**286 Kelley Street, Harrisonburg, VA 22802 or**
- **HRHA Website: [www.harrisonburgrha.com](http://www.harrisonburgrha.com)**
- Additional reasonable accommodation will be made for persons with disabilities or other needs upon request. Requests may be made in writing or by calling the main phone number.

- A Telecommunication Device for the Deaf (TDD) is configured at:  
**(540) 568-7386**

### **7.1.2 SUBMITTING AN APPLICATION**

All applications will be clearly marked with a date and time stamp upon receipt at HRHA.

- Applications will completed and accepted during regular business hours at:  
**286 Kelley Street, Harrisonburg, VA 22802**
- **HRHA Website: [www.harrisonburgrha.com](http://www.harrisonburgrha.com)**

## **7.2 APPLICATION LIFECYCLE**

It is the policy of HRHA to maintain strict control and tracking of all tenant documents, including applications. The Application Lifecycle will involve three key phases:

1. Preliminary Interest (PI)
2. Information Gathering (IG)
3. Verification and Final Determination (VFD)

### **7.2.1 PRELIMINARY INTEREST (PI)**

The Preliminary Interest (PI) phase involves interested parties initiating the process for applying to housing. During open Waiting List periods, interested parties are invited to a designated location to:

- Complete a basic contact information form
- Set up an appointment to complete an Application for Assistance
- Learn what to bring to the appointment
- Receive information regarding the program

### **7.2.2 INFORMATION GATHERING (IG) PHASE**

The Information Gathering (IG) phase begins upon the family's submission of a completed Application for Assistance.

The application requires the family to provide basic information, including name, address, phone number, family composition, family unit size, racial or ethnic designation of the HOH, and income category. The application will also clearly allow the family to specify and establish any preferences for which they may be entitled. The applicant will also be provided clarification as to how to request accommodation.

The application will remain on file for a minimum of three (3) years.

### **7.2.2.1 PRELIMINARY DETERMINATION OF ELIGIBILITY**

The outcome of the IG will be one of the following two preliminary determinations of eligibility:

1. An eligible family is placed on the Waiting List. HRHA will provide the family written notification of their placement on the Waiting List. If possible, an approximate time before housing assistance may be offered will be provided.
2. An ineligible family is provided a written notice of the determination. The notice will clearly state the reasons for the determination, and the family is given the opportunity of an informal review, as specified in the AP. The ineligible family is given 14 days to appeal the decision.

### **7.2.2.2 APPLICANT STATUS WHILE ON THE WAITING LIST**

Applicants are required to respond to HRHA requests for information, updates, and current interest in the program; and to inform HRHA in writing of change in address while on the Waiting List. If, during the PIO phase HRHA determines the family is ineligible while on the Waiting List, the family is provided a written notice of the determination. The notice will clearly state the reasons for the determination, and the family is given the opportunity of an informal review, as specified in the AP.

### **7.2.3 VERIFICATION AND FINAL DETERMINATION (VFD) PHASE**

The Verification and Final Determination (VFD) phase is initiated when the family has reached a position on the Waiting List where it is clear that the family will reach the top of the Waiting List within two months.

The Housing Manager will implement strategies to identify if data will support a reasonable system for estimation of wait times based on Waiting List position or other factors.

#### **7.2.3.1 VERIFICATION OF PREFERENCES**

Upon entry into the VFD phase (see *Selection from the Waiting List* section), all claimed preferences will be verified. All preferences claimed on the initial application must exist *both* at the time of application and at the time of verification, as they determine placement on the Waiting List.

HRHA will perform a pre-interview with the applicant over the phone to:

- Ensure completeness and accuracy of the application data
- List and explain the documents the applicant needs to bring to HRHA
  - Applicants will have five (5) business days to respond to HRHA requests for information
  - Applicants have five (5) business days to provide the documents as requested
  - Extensions may be provided under the discretion of the Housing Manager.
  - Failure to meet these requirements may result in removal from the Waiting List

- Schedule a Selection Interview

Further intake procedures and verification will not commence until preferences are satisfied.

Documentation requirements for verification of preferences are located in the **Verification** section.

### **7.2.3.2 SELECTION INTERVIEW**

Once proper verification of the Waiting List preferences has occurred, the family will be invited to attend a selection interview explaining how the program works. In order to receive housing the family is required to attend the selection interview. If they cannot attend the originally scheduled selection interview, the family may, *prior* to the scheduled date, reschedule a selection interview. The family will be responsible to reschedule a selection interview within ten (10) business days of the originally scheduled date. A selection interview may be rescheduled only once. A family who fails to show at a selection interview or requests a second rescheduling may be denied admission into housing. In such cases, the family may request an informal review as specified in the AP.

If an applicant with a disability requires auxiliary aids to gain full benefit from the selection interview, HRHA will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, HRHA will consider the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the selection interview presented at an alternate location.

The following are requirements for the selection interview:

- HOH must attend
- All adult family members must attend *and* sign the Application for Assistance
  - Exceptions may be made for:
    - Family members for whom evidence shows it would be a hardship for them to attend
    - Special circumstances as determined by the Housing Manager
- Until the Application for Assistance is signed by all adult members of the household:
  - No housing will be issued

### **7.2.3.3 EARNED INCOME VERIFICATION**

Only HRHA employee's who have successfully completed HUD's EIV training certification program are authorized to use this system. Staff's use of the system must be consistent with HUD protocols and regulatory standards. In no circumstances can the EIV system be used except for official business. Any misuse of the system can result in immediate termination of employment. Discrepancies between reported and the EIV system will be resolved consistent with HUD policies. Management will use the EIV system as part of the resident screening process for all applicants, to investigate if any of the household members are currently residing in subsidized housing. If any

member is residing in subsidized housing, the date of move-in will be delayed until confirmation is made that the household member has moved out of the subsidized housing. HUD will only pay subsidy at one location for all individuals.

Management will utilize the New Hire information in the EIV system 90 days after admission to verify income for the entire household.

Management will use the EIV system, for all residents, upon having consent from the resident through the HUD Release of Information (9887 & 9887A), to verify income prior to any certification or recertification. Residents will have any opportunity to review the information and make comments. In the event the resident disagrees with the information from EIV, management will verify the information by the appropriate third party.

Management will also review other forms of information available in EIV, at the time of all certifications and recertifications, such as:

- Multiple Subsidy Report
- Income Discrepancies
- Identity Verification Report
- Failed EIV Pre-Screening
- Deceased Tenants Reports

In the event the resident's household did not accurately report the total income for the household, HUD permits management to investigate and verify income going back a maximum of 5 years and charging the household the appropriate rent. In the event management determines the inaccuracy of income as being intentional, management will consider the act fraudulent and will take appropriate action.

A brochure titled "EIV & You" will be given to applicants at the time of application, and to all residents at the initial certification and subsequent recertifications.

- While processing an applicant for admission, the "**Existing Tenant Search**" will be performed on the applicant and each applicant household member to see if assistance is being received at another location. If the applicant is receiving assistance at another location, this will be discussed with the applicant. The PHA or O/A will be contacted to confirm the applicant's program participation status prior to admission at JR "Polly" Lineweaver Apartments. Move in/move out dates will be coordinated with the PHA or O/A. If the applicant is not admitted, the search results and any supporting documentation will be retained with the application for a period of 3 years.
- For all new admissions, the "**Income Report**" will be reviewed within 90 days after the transmission of the move-in certification to TRACS to confirm/validate the income reported by the household. Any income discrepancies will be resolved within 30 days of the Income Report. The "**Income Report**" will be retained in the file along with documentation of any discrepancies, if applicable.
- An EIV report will be utilized at all annual and interim recertifications. The "**Summary Report**" will be used to validate the tenant's social security number, review and resolve discrepant or invalid person identifiers of tenants with "failed" or "deceased" status. The "**Summary Report**" and any supporting documentation will be retained in the tenant's file for the term of tenancy plus 3 years. If the "**Summary Report**" in the tenant file shows an Identity Verification Status of "verified" for all household members required to have an

SSN, JR “Polly” Lineweaver will not continue to print out the Summary Report at recertification unless there is a change in household composition or in a household member’s identity verification status.

- The **“Income Report”** will provide employment and income reported by HHS and SSA for each household member that passes the SSA identity test. It will identify tenants who may not have reported complete and accurate income information and/or may be receiving multiple subsidies. The use of the “Income Report” will be mandatory at all Annual and Interim Recertifications. The report may also be used at other times to: serve as third party verification of employment income. The following documentation will be retained in the tenant file along with the HUD 50059 for the term of tenancy plus three years:

**No Dispute of EIV Information:**

- EIV report
- Current, acceptable tenant provided documents
- Third party verification from the source, if necessary

**Disputed EIV information:**

- EIV income report
- Third Party verification from the source for the disputed information

**Tenant Reported Income not Verified through the EIV system:**

- EIV income report
  - Current, acceptable tenant provided documents,
  - And/or
  - Third party verification from the source
  - Any correspondence with/from the tenant relating to disputes of the employment or income reported in EIV.
- The **“Income Discrepancy Report”** identifies households where there is a difference of \$2400 or more in the wage, unemployment and SSA benefit information in EIV and wage, unemployment and SSA benefit information reported in TRACS for the period of income used for discrepancy analysis. The report will provide an alert that there may be a discrepancy in the income reported by the tenant during the period of income used for the discrepancy analysis. The use of this report will be mandatory at Recertifications, both Annual and Interim. This report will be printed at the same time that the **“Income Report”** is printed. Discrepancies will be reviewed and resolved at the time of recertification or within 30 days of the EIV Income Report date. The data in TRACS will be reviewed to make sure that it agrees with the HUD-50059 data. Any discrepant information will be corrected in the TRACS database. The following will remain in the tenant file along with any documentation related to the resolution of the discrepancy including any repayment agreements for the term of tenancy plus three years:
    - All correspondence to/from the tenant regarding the income discrepancy.
    - Documentation received to resolve the discrepancy, including written third party verification of income, if applicable.
    - The validity of the discrepancy will be documented as “valid” or “invalid” within the file.
    - A corrected form HUD-50059, if applicable.
    - Repayment agreement, if applicable.

- The **“No Income Report”** identifies tenants who passed the SSA identity test but no income was reported by HHS or SSA. This does not mean that the tenant does not have any income. Written third party verification of any income reported by the tenant will be obtained. “Zero” income tenants will be required to disclose and their income will be re-verified on a quarterly basis. This will be done for tenants who report no income at all. Any documentation or third party verification of other income reported by the tenant will be maintained in the tenant file for the term of tenancy plus three years along with the following:
  - Third party verification from income sources of other income reported by tenant, if applicable.
  - Correspondence/documents received for re-verification of zero income tenants.
- The **“New Hires Report”** will identify tenants who have new employment within the last six months. The report will be run at least quarterly. If a new hire is identified, the tenant will be contacted regarding the new employment. The new employment will be confirmed with the tenant. Tenant will be asked to provide documents to support current income and/or third party verification from an employer as applicable. An Interim Recertification will be processed to include any new income, if applicable. All **“New Hires Summary Reports”** will be retained in a Master File for three years. **“New Hires”** detail reports will be maintained in the tenant file, along with any correspondence with tenant, third party verifications, form HUD-50059(s) for the term of tenancy plus 3 years. This information will maintained along with notation of actions taken:
  - **No Dispute of EIV Information:**
    - EIV income report
    - Current, acceptable tenant provided documents
    - Third party verification from the source, if necessary
  - **Disputed EIV Information:**
    - EIV income report
    - Third party verification from the source for disputed information
- Any correspondence with/from tenant relating to new employment and/or disputes of the employment or income reported in EIV
- Form HUD-50059
- The **“Multiple Subsidy Report”** identifies tenants who may be receiving rental assistance at more than one location. The report will be run at least quarterly. Searches will be conducted both for “Multi-Family” and “Public and Indian Housing”. The tenant will be provided an opportunity to explain any circumstances relative to his/her being assisted at another location. A follow up will be conducted with the respective PHA or O/A, if necessary, to confirm the tenant is being assisted at the other location. Depending on the results, action may be taken to terminate the assistance or tenancy and repay subsidy to HUD. All **“Multiple Subsidy Summary Reports”** and supporting documentation will be maintained in a master file for 3 years. A copy of the **“Multiple Subsidy Detail Report”** for the tenant along with any documentation of action taken for a household member will be maintained for the term of tenancy plus three years.

- The **“Failed EIV Pre-screening Report”** identifies tenants who have missing or invalid personal identifiers (last name, date of birth, SSN) in TRACS. These tenants will not be sent to SSA from EIV for the SSA identity test. The report identifies tenants who need to disclose a SSN. The report will be run on a monthly basis. Follow up will be conducted with tenants identified on the report where discrepant personal identifiers were not corrected at the time of the recertification. Data entry accuracy will be checked (to ensure numbers were not transposed). The tenant will be contacted and his/her identity will be confirmed. The corrected TRACS data will be submitted within 30 days of the report. A copy of the **“Failed EIV Prescreening Report”** will be maintained in a Master File for 3 years. Documentation will be retained in the tenant file for the term of tenancy plus 3 years along with the following:
  - Documentation of action taken to resolve invalid or discrepant personal identifiers.
  - This report will include those persons who are exempt from the SSN disclosure and verification requirements. In these instances the O/A will note on the copy of the report maintained in the Master File that tenant is exempt from SSN requirements. If the tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required.
- The **“Failed Verification Report (Failed SSA Identity Test)”** identifies tenants whose personal identifiers do not match the SSA database. These reports will be run monthly. Follow up will be conducted with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification. Data entry accuracy will be checked. The tenant will be contacted to confirm and verify discrepant personal identifiers. The TRACS data will be corrected within 30 days of the date of the report. A copy of the **“Failed EIV SSA Identity Test”** will be maintained in a Master File for 3 years. Documentation will be retained in the tenant file for the term of tenancy plus 3 years along with the following:
  - Documentation of action taken to resolve invalid or discrepant personal identifiers.
  - If the tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required.
  - The **“Deceased Tenants Report”** identifies tenants reported by SSA as being deceased. This report will be run at least quarterly. Confirmation will be obtained, in writing, from the head of household, next of kin or contact person or entity provided by the tenant to determine whether or not the person is deceased. If deceased, within 30 days from date of report:
    - Update family composition, and, if applicable, income and allowance on the HUD-50059. See Paragraph 7-13D of Handbook 4350.3 REV-1 for effective date.
    - Single member of a household, process move-out using form HUD-50059-A. The effective date is retroactive to earlier of 14 days after date of death or date unit vacated. Any over payment of subsidy must be returned to HUD. Any discrepant data in TRACS must be updated within 30 days from the date of the report. The tenant will be encouraged to contact SSA if their information is incorrect.

A copy of the **“Deceased Tenants Report”** will be maintained in a Master File for 3 years. The HUD form 50059 and/or 50059-A plus any other documentation received for a particular tenant must be retained for term of tenancy plus 3 years along with the following:

- The Deceased Tenant report



- Documentation obtained to resolve the discrepancy
- HUD-50059 with change of family composition
- Form 50059-A for move out.

If action was taken to remove the deceased tenant from the household or to terminated tenancy of a deceased single member of a household at the time of recertification but the EIV data has not been updated, this must be noted on the printed report and no further action is required.

A copy of the HUD 50059 and/or form HUD 50059A will be retained for the term of tenancy plus three years in the tenant file.

Management will have all tenant family members over the age of 18 sign the HUD-9887, Notice and Consent for the Release of Information. This form will authorize management to:

- Use data obtained through computer matching with another agency for verifying the individual's income used for establishing the eligibility for and level of benefits under HUD's assisted housing programs.
- Request wage, new hire (W-4) and unemployment claim information from current or former employers to verify information obtained through computer matching.

The current form HUD-9887 will be on file prior to accessing the employment or income data contained in EIV for a tenant. This form must be signed and dated by:

- Each adult member of a household regardless or whether he or she has income.
- The head of household, spouse or co-head, regardless of age, and each family member who is 18 years of age or older must sign and date the form at move-in, at initial (when tenant begins receiving a subsidized rent) and at annual recertification.
- A family member when he/she turns 18. Management will not use the EIV income reports if a tenant turns 18 and has not signed the form HUD-9887.

To ensure the household is in compliance with this requirement, management will notify the family member, by first class mail or posting on apartment door, at least 30 days prior to the 18<sup>th</sup> birthday that the family member will need to sign the form HUD-9887. After the form is signed, an Income Report will be conducted and the family member will be interviewed with respect to any income that he/she may have. An interim recertification will be processed, if applicable. If the form is not signed within the 30 day period, the head of household will be notified that the household is in non-compliance with their lease and assistance to, and the tenancy of the household may be terminated.

- In addition to the form HUD-9887, assigned and dated form HUD-9887-A, Applicant's/Tenant's Consent to the Release of Information must also be on file. This form will authorize Management to request information about the tenant from a third party source.
- The form HUD-9887 is not required for accessing the Verification Reports.
- Both forms HUD-9887 and HUD-9887-A limit Management from requesting information about a tenant to "within the last 5 years when a tenant received assistance."

## **8.0 ELIGIBILITY FOR ADMISSION**

The J. R. "Polly" Lineweaver building is designated Elderly (62 years old), handicapped or disabled only housing program.

## **8.1 FAMILY COMPOSITION**

Applicants for HRHA housing must qualify as a Family, as defined below.

### **8.1.1 HUD CRITERIA**

The HUD-defined eligibility criteria stipulate that an applicant must meet each of the following five requirements:

- Be a “family”
- Earn an income within defined limits
- Furnish Social Security Numbers (SSNs) for all family members
- Furnish a *Declaration of Citizenship or Eligible Immigrant Status* and verification when required

At least one member of the applicant family must be either a U.S. Citizen or have eligible immigrant status before HRHA may provide any financial assistance

- Sign appropriate consent authorization documents

Reasons for denial are addressed in the *Denial or Termination of Assistance* section.

### **8.1.2 DEFINITION OF FAMILY**

A family may be a single person or a group of persons.

#### **8.1.2.1 FAMILY WITH OR WITHOUT CHILDREN**

- Two or more persons sharing residency whose income and resources are available to meet the family's needs
- Who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship over a period of time (not less than one year).
  - Evidence of stable family relationship is defined in the *Verifications* section
- Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
- An expectant mother with no other children will qualify for assistance as a family. She will be listed on the waiting list and qualifies for admission into housing unless she aborts or miscarries prior to voucher issuance. Once she is admitted as a single pregnant woman, she will be considered the remaining member of the tenant family if she aborts or miscarries.

#### **8.1.2.2 ELDERLY FAMILY**

An elderly family must meet any one of the following criteria:

- A family whose head, spouse, or sole member is a person who is at least 62 years of age
- Two or more persons who are at least 62 years of age living together

- One or more persons who are at least 62 years of age living with one or more live-in aides

#### **8.1.2.3 DISABLED FAMILY**

A disabled family must meet any one of the following criteria:

- A family whose head, spouse, or sole member is a person with disabilities
- Two or more persons with disabilities living together
- One or more persons with disabilities living with one or more live-in aides

#### **8.1.2.4 DISPLACED FAMILY**

A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

#### **8.1.2.6 REMAINING MEMBER OF A TENANT FAMILY**

In the event of a family break-up by divorce or legal separation, HRHA will determine which of the remaining family members will continue to receive housing.

#### **8.1.2.5.1 ELIGIBILITY IN CASE OF A FAMILY DISSOLUTION**

The PHA has discretion to determine which members of an assisted family continue to receive housing assistance if the family breaks up. In the case of dissolution of the family due to actual or threatened physical violence should be reported to HRHA immediately. Survivors will be asked to complete and sign HUD 50066 or otherwise provide supporting documentation in the form of civil protection orders, evidence of criminal charges, trespass notices, etc. HRHA will provide protection to survivors of abuse in accordance with the Violence Against Women Act.

#### **8.1.2.6 SINGLE PERSON FAMILY**

A single person family may be:

- An elderly person
- A displaced person
- A disabled person
- Any other single person

#### **8.1.3 HEAD OF HOUSEHOLD (HOH)**

The head of household (HOH) is the person who assumes legal and moral responsibility for the household and is listed on the application as head.

A family may not designate a family member as HOH solely to qualify the family as an elderly household.

## **8.2 ADDITIONAL ELIGIBILITY AND DETERMINATION CRITERIA**

### **8.2.1 INCOME LIMITATIONS**

The following income limitations apply to J. R. “Polly” Lineweaver eligibility:

- Annual Income shall not exceed the “Very Low Income” Limit as established by HUD and published in the Federal Register. Family income cannot exceed 50% income level for the local area.
- Income limits apply only at admission and are not applicable for continued occupancy.
- A family may not be admitted to the J. R. “Polly” Lineweaver program from another assisted housing program (e.g., tenant-based Section 8) or from a similar program operated by another housing authority without meeting the income requirements of the Harrisonburg Redevelopment and Housing Authority.
- Income limit restriction do not apply to families transferring within our J. R. “Polly” Lineweaver Program.

### **8.2.2 LIVE IN ATTENDANTS**

A Family may include a live in attendant who meets all of the following criteria:

- Has been determined by HRHA to be essential to the care and well being of the elderly, handicapped or disabled family member
- Is not obligated for the support of the elderly or disabled member
- Would not be living in the unit except to provide care of the elderly or disabled family member
- Whose income will not be counted for purposes of determining eligibility or rent
- Who may not be considered the remaining member of the tenant family

Relatives are not automatically excluded from being care attendants, but must meet the definition described above.

Live in attendants cannot be the remaining member of the tenant family if the person they are attending is no longer residing in J. R. “Polly” Lineweaver.

A live-in aide may only reside in the unit with the approval of HRHA. Written verification will be required from a doctor. The doctor must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly, or disabled. Verification must include the hours the care will be provided.

At any time, HRHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- The person commits drug-related criminal activity or violent activity
- The person currently owes rent or other amounts to HRHA or to another PHA in connection with HCV, J. R. “Polly” Lineweaver, or other housing assistance programs under the 1937 Housing Act

### 8.2.3 MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must meet *either* criterion 1 or 2 below:

1. Submit Social Security Number documentation
2. Sign a certification that they have not been assigned a Social Security Number.
  - a. If the individual is under 18, the certification must be executed by his or her parent or guardian.
  - b. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled income reexamination.

Verification requires a valid, original Social Security card issued by the Social Security Administration.

- HRHA will accept copies of the Social Security card *only* when it is necessary for HRHA to verify the continued eligibility of participant families by mail.
- See the **Verification** section for further details.

Applicants may not become participants until the documentation is provided. The applicants will retain their position on the waiting list during the verification period.

Persons who disclose their social security number but cannot provide verification must sign a certification and provide verification within 60 calendar days. Elderly persons must provide verification within 120 calendar days.

New family members over 6 years of age will be required to have verifiable (or certifiable, as applicable) Social Security information when the change in family composition is reported by the family, whether that be at an annual or interim reexamination.

### 8.2.4 LENGTH OF TIME A FAMILY MAY BE ABSENT FROM THE DWELLING UNIT

The family must supply any information or certification requested by the Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Authority-requested information or certification on the purposes of family absences.

- The family must cooperate with the Authority for this purpose

- The family must promptly notify the Authority of its absence from the unit for more than 10 consecutive days
  - “Absence” means that no member of the tenant’s household is residing in the unit.
  - If the tenant is absent for more than seven (7) days, whether or not tenant was authorized or whether Tenant gave proper notice of the absence, the Authority may enter the unit as reasonably necessary to protect its property and possessions
- The family must request permission from the HRHA for absences exceeding 30 days.
  - HRHA will make a determination within 5 business days of the request
- An authorized absence may not exceed 180 days
- Any family absent for more than 10 days without having given the Authority notice of its absence or more than 30 days without authorization will be terminated from the program.
- Authorized absences may include, but are not limited to:
  - Prolonged hospitalization
  - Absences beyond the control of the family (i.e., death in the family, other family member illness)
  - Other absences that are deemed necessary by the Authority

### ***8.3 GROUNDS FOR DENIAL***

The Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related

criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their J. R. “Polly” Lineweaver, Franklin Heights, or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Harrisonburg Redevelopment and Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Harrisonburg Redevelopment and Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Harrisonburg Redevelopment and Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from J. R. “Polly” Lineweaver;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

R. Family must have paid any outstanding debt owed HRHA or another PHA on any previous tenancy for Public Housing or HCV

- No Repayment Agreement will be accepted
- The family must repay in full in order to be considered eligible for admission

S. Family must not engage in drug related criminal activity or violent criminal activity, including criminal activity by any family member.

- Drug related activity means:
  - The felonious (criminal activity classified as a felony under Federal, State or local law) manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute), a controlled substance (as defined in the Controlled Substance Act;
  - The felonious use or possession (other than with intent to manufacture, sell or distribute of a controlled substance, except that such felonious use or possession must have occurred within one year before the date that HRHA provides notice to an applicant or participant of the HRHA's determination to deny admission or terminate assistance.
- Drug related criminal activity does not include this use or possession, if the Family member can demonstrate that s/he:
  - Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
  - Has recovered from such addiction and does not currently use or possess controlled substances.
- Violent criminal activity includes any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
- For the purpose of this policy, if a member of the current family has been arrested at least twice within a 12-month period or convicted within the prior 60 months, they will be determined to have engaged in drug-related criminal activity or violent criminal activity.

HRHA will not be obligated to ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to HRHA regarding this matter. The inquiries will be standardized and directed to all applicants by the inclusion of the inquiry on the application form.



Families who have been evicted from Public Housing, J. R. “Polly” Lineweaver or by HCV owners for engaging in these activities will be denied admission (including but not limited to Public Housing, J. R. “Polly” Lineweaver and housing subsidized under the Housing Choice Voucher and rental voucher).

## **8.4 DETERMINING ELIGIBILITY OF STUDENTS FOR ASSISTANCE**

### **A. Eligibility of Students for Section 8 Assistance**

Owners must determine a student’s eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

Section 8 assistance shall not be provided to any individual who:

- Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
- Is under the age of 24;
- Is not married;
- Is not a veteran of the United States Military;
- Does not have a dependent child;
- Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2006). (See Definition E in Figure 3-6);
- Is not living with his or her parents who are receiving Section 8 assistance; and
- Is not individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. (See paragraph 3-33 for verifying parents eligibility.)

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student’s independence from parents, owners must use, and the student must meet, at a minimum all of the following criteria to be eligible for Section 8 assistance. The student must:

- Be of legal contract age under state law;
- Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or Meet the U.S. Department of Education’s definition of an independent student. (See the Glossary for definition of Independent Student);
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with

dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. (See Glossary for expanded definition of Student Financial Assistance.)

If an ineligible student is a member of an applicant household or an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated in accordance with the guidance in paragraph 8-6 A.

NOTE: An owner cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for J. R. “Polly” Lineweaver will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for J. R. “Polly” Lineweaver. The notice will include the Fair Housing logo and slogan and will be compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

### **9.2 *ORGANIZATION OF THE WAITING LIST***

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. Any contacts between the Harrisonburg Redevelopment and Housing Authority and the applicant will be documented in the applicant file.

### **9.3 PURGING THE WAITING LIST**

The waiting list will be purged (cleaned) periodically, annually at a minimum, to ensure that it is current and accurate. In order to purge the waiting list, a notice will be mailed asking applicants for confirmation of continued interest. All notices requiring a response will state that failure to respond within ten (10) business days will result in the applicant’s name being removed from the waiting list.

## **9.4 REMOVAL FROM THE WAITING LIST**

HRHA will remove an applicant from the Waiting List only in the following circumstances:

- Applicant requests in writing that their name be removed from the Waiting List
- Applicant does not meet eligibility or screening criteria for the program
- Applicant fails to respond within specified time limits to HRHA correspondence
  - If the applicant provides information that s/he did not respond to a notice because of a family member's disability, HRHA will reinstate the applicant at the original date and time of application
    - An extension of 10 business days to respond will be granted, if requested and needed, as a reasonable accommodation for a person with a disability
  - The family will be reinstated if there is any possibility the family was not notified due to circumstances that were beyond the family's control
- If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

## **9.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Harrisonburg Redevelopment and Housing Authority will be sent a notice of termination of the process for eligibility. In order to reschedule an appointment, the applicant must call prior to the originally scheduled appointment to request a second appointment.

The Harrisonburg Redevelopment and Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Harrisonburg Redevelopment and Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

## **9.6 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Harrisonburg Redevelopment and Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Harrisonburg Redevelopment and Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the

Harrisonburg Redevelopment and Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### ***10.1 PREFERENCES***

- If an applicant makes a false statement in order to qualify for a local preference, HRHA will deny admission to the program for the family.
- A FAMILY WHOSE ASSISTANCE HAS BEEN TERMINATED DUE TO A PROGRAM VIOLATION MAY NOT APPLY FOR PREFERENCE STATUS FOR A PERIOD OF TWO YEARS FROM THE DATE OF TERMINATION.
  - This policy is to ensure that families who have committed program violations are not placed above compliant families already on the waiting list

## WEIGHTS AND RANKINGS FOR WAITING LIST PREFERENCES

<b>Preference</b>	<b><i>Definition</i></b>	<b><i>Points</i></b>
Elderly/Disabled	<p>An elderly family must meet any one of the following criteria:</p> <ul style="list-style-type: none"> <li>• A family whose head, spouse, or sole member is a person who is at least 62 years of age.</li> <li>• Two or more persons who are at least 62 years of age living together</li> <li>• One or more persons who are at least 62 years of age living with one or more live-in aides.</li> </ul> <p>A disabled family must meet any one of the following criteria:</p> <ul style="list-style-type: none"> <li>• A family whose head, spouse or sole member is a person with disabilities.</li> <li>• Two or more persons with disabilities living together</li> <li>• One or more persons with disabilities living with one or more live-in aides.</li> </ul>	20
High Rent Burdened	Rent and utility payments are equal to or greater than 50% of the family's income.	20
Homeless or Substandard Living Conditions	<p>Lacks a fixed regular, and adequate nighttime residence and has a primary residence that is:</p> <ul style="list-style-type: none"> <li>• A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill).</li> <li>• An institution that provides a temporary residence for individuals intended to be institutionalized.</li> <li>• A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.</li> </ul> <p>A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to state or federal law</p> <p>Substandard Living Conditions include, but are not limited to, such conditions as a lack of running water, sanitary facilities, or electricity.</p>	20
Involuntarily Displaced	Individuals or families displaced by Government action or whose dwelling has been extensively damaged or destroyed as a result of a declared disaster, or otherwise formally recognized pursuant to Federal Disaster Relief laws.	20
Victim of Physical Abuse	An applicant who has vacated due to actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other household member, who lives in housing with an individual who engages in such violence.	20

Working Poor	Employed applicants are employed at least 20 hours per week and earn less than thirty percent (30%) of the median income of HRHA's jurisdiction.	20
Veteran	Any currently serving or honorably discharged member of the U.S. Armed Forces listed as the HOH.	20
Upwardly Mobile	Head of household, spouse or sole member is: <ul style="list-style-type: none"> <li>• Attending school full-time</li> <li>• Attending a certified General Equivalency Diploma (GED) program.</li> <li>• Participating in a verifiable job training program.</li> </ul>	5
Working with a Community Service Organization	The applicant is receiving services such as case management, counseling, and/or supportive services at the time of application through the local Community Service Board, Department of Social Services or Disability service organization (VAIL, VDARS).	20
Living or working in the City of Harrisonburg or Rockingham County	Resides or is employed in the City of Harrisonburg or Rockingham County	45

## 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Rooms	Number of Persons	
	Minimum	Maximum
0	1	1
1 (Efficiencies)	1	1
1	1	2

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

## 10.3 SELECTION FROM THE WAITING LIST

The Harrisonburg Redevelopment and Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a nondiscriminatory basis to attract extremely low-income families to reach the statutory requirement.

#### **10.4 OFFER OF A UNIT**

When the Harrisonburg Redevelopment and Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Harrisonburg Redevelopment and Housing Authority will contact the family by letter to make the unit offer. The family will be given five (5) business days from the date the letter was mailed to contact the Harrisonburg Redevelopment and Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Harrisonburg Redevelopment and Housing Authority will send the family a letter documenting the offer and the rejection.

#### **10.5 REJECTION OF A UNIT**

If in making the offer to the family the Harrisonburg Redevelopment and Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Harrisonburg Redevelopment and Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

#### **10.6 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

The applicant will be provided a copy of the lease, the grievance procedure, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Harrisonburg Redevelopment and Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing, which shall not exceed one (1) month's rent.

Security deposits shall accrue interest at an annual rate of one percentage point (1%) below the Federal Reserve Discount Rate on January 1 of each year. However, no interest shall be due and payable unless the deposit has been held for more than 13 months after the effective date of the lease.

In the case of a move within J. R. "Polly" Lineweaver, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the tenant. Conversely, if the security deposit is less, the difference will be refunded to the tenant.

In the event there are costs attributable to the tenant for bringing the first unit into condition for re-renting, not including normal wear and tear, the tenant shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Harrisonburg Redevelopment and Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Harrisonburg Redevelopment and Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:



- A. The gross salary plus overtime, tips, and bonuses, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare Assistance
  - 1. If the Welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
3. If the amount of welfare assistance is reduced as a result of a lifetime time Limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs funded by HUD;
  1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring *or* sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.

- b. Exclusion period meets the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by J. R. “Polly” Lineweaver assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- 11. The Incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment or a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)
- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Marine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Harrisonburg Redevelopment and Housing Authority

The Harrisonburg Redevelopment and Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with

paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

## **12.0 VERIFICATION**

The Harrisonburg Redevelopment and Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Harrisonburg Redevelopment and Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Harrisonburg Redevelopment and Housing Authority will accept documentation received from the applicant/tenant. Hand carried documentation will be accepted if the Harrisonburg Redevelopment and Housing Authority has been unable to obtain third party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Harrisonburg Redevelopment and Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Harrisonburg Redevelopment and Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Réceipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program	N/A

Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet



Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign declaration of their status and a verification consent form and provide their original INS documentation. The Harrisonburg Redevelopment and Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Harrisonburg Redevelopment and Housing Authority will also verify their status through the INS SAVE system. If the ITN SAVE system cannot confirm eligibility, the Harrisonburg Redevelopment and Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to J. R. "Polly" Lineweaver.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Harrisonburg Redevelopment and Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their J. R. "Polly" Lineweaver unit, the family will be evicted. Such family will not be eligible to be readmitted to J. R. "Polly" Lineweaver for a period of 24 months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security Number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Harrisonburg Redevelopment and Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Harrisonburg Redevelopment and Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but can not readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and ask to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

## ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## ***13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT***

At admission and each year in preparation for their annual reexamination, each family will have their rent determined under the formula method.

### ***13.1 THE FORMULA METHOD***

The total tenant payment is equal to 30% of adjusted monthly income. The family will pay the formula amount or the minimum rent of \$25.00, but never more than the contract rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received. If the family rent is increasing due to increase in income at either the normal or interim review they will receive at least 30 days notice in writing.

### ***13.2 MINIMUM RENT***

The Harrisonburg Redevelopment and Housing Authority have set the minimum rent at \$25.00.

### ***13.3 CONTRACT RENT***

The Harrisonburg Redevelopment and Housing Authority have set a contract rent for each housing unit. The amount of the contract rent will be reevaluated annually or at interim reviews and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Harrisonburg Redevelopment and Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### ***13.4 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Harrisonburg Redevelopment and Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Harrisonburg Redevelopment and Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Harrisonburg Redevelopment and Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### ***13.5 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **JR Polly Lineweaver Property Managers Office located at 265 North Main Street Harrisonburg, VA. 22801**. Reasonable accommodations for this requirement will be made for

persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment at HRHA office.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$5 late charge will be assessed to the tenant on the 6<sup>th</sup> day and \$1.00 additional dollar per day. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge. If the check is returned for insufficient funds a second time, an additional charge of \$25 for processing costs.

## **14.0 RECERTIFICATIONS**

At least annually, the Harrisonburg Redevelopment and Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### ***14.1 GENERAL***

The Harrisonburg Redevelopment and Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter also includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, Harrisonburg Redevelopment and Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will place on the transfer list.

### ***14.2 MISSED APPOINTMENTS***

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Harrisonburg Redevelopment and Housing Authority taking eviction actions against the family.

### ***14.3 THE FORMULA METHOD***

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the

HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Harrisonburg Redevelopment and Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to 30% of adjusted monthly income. The family will pay the greater of the total tenant payment or the minimum rent of \$25.00 but never more than the contract

#### ***14.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### ***14.5 INTERIM REEXAMINATIONS***

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decreases in allowable expenses within 14 days of the changes.

Families are required to report the following changes to the Harrisonburg Redevelopment and Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays

caused by the family.) The new family member will go through the screening process similar to the process applicants. The Harrisonburg Redevelopment and Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families may at any time request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Harrisonburg Redevelopment and Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### ***14.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM REEXAMINATIONS***

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

#### ***15.0 TRANSFER POLICY***

##### ***15.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Harrisonburg Redevelopment and Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

## ***15.2 CATEGORIES OF TRANSFERS***

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Harrisonburg Redevelopment and Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Harrisonburg Redevelopment and Housing Authority when a transfer is the only or best way of solving a serious problem.

## ***15.3 DOCUMENTATION***

When the transfer is at the request of the family, the family may be required to provide the third party verification of the need for the transfer.

## ***15.4 INCENTIVE TRANSFERS***

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Harrisonburg Redevelopment and Housing Authority and has not paid late rent for at least one year;



- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Harrisonburg Redevelopment and Housing Authority on basic home and yard care.

### ***15.5 PROCESSING TRANSFERS***

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Harrisonburg Redevelopment and Housing Authority and the family rejects two offers without good cause, the Harrisonburg Redevelopment and Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Harrisonburg Redevelopment and Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives.

After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

### ***15.6 COST OF THE FAMILY'S MOVE***

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Harrisonburg Redevelopment and Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities, or
- B. When action or inaction by the Harrisonburg Redevelopment and Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

### ***15.7 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Harrisonburg Redevelopment and Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

### **15.8 TRANSFER REQUESTS**

A tenant may request a transfer at any time by making a written request. In considering the request, the Harrisonburg Redevelopment and Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Harrisonburg Redevelopment and Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) days of receipt of the request to schedule a meeting.

The Harrisonburg Redevelopment and Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### **15.9 RIGHT OF THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

### **16.0 INSPECTIONS**

An authorized representative of the Harrisonburg Redevelopment and Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Harrisonburg Redevelopment and Housing Authority file and a copy given to the family member. An authorized Harrisonburg Redevelopment and Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Harrisonburg Redevelopment and Housing Authority damages to the unit.

#### ***16.1 MOVE-IN INSPECTIONS***

The Harrisonburg Redevelopment and Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

#### ***16.2 ANNUAL INSPECTIONS***

The Harrisonburg Redevelopment and Housing Authority will inspect each J. R. "Polly" Lineweaver unit annually to ensure that each unit meets the Harrisonburg Redevelopment and Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***16.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***16.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Harrisonburg Redevelopment and Housing Authority.

### ***16.5 HOUSEKEEPING INSPECTIONS***

Generally, at the time of annual reexamination, or at other times as necessary, the Harrisonburg Redevelopment and Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### ***16.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Harrisonburg Redevelopment and Housing Authority will give the tenant at least two (2) days written notice.

### ***16.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Harrisonburg Redevelopment and Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***16.8 PRE-MOVE-OUT INSPECTIONS***

When a tenant gives notice that they intend to move, the Harrisonburg Redevelopment and Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Harrisonburg Redevelopment and Housing Authority to help the

family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Harrisonburg Redevelopment and Housing Authority to ready units more quickly for the future occupants.

## ***16.9 MOVE-OUT INSPECTIONS***

The Harrisonburg Redevelopment and Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **17.0 PET POLICY**

### ***17.1 EXCLUSIONS***

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all J. R. “Polly” Lineweaver facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### ***17.2 APPROVAL***

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

### ***17.3 TYPES AND NUMBER OF PETS***

The Harrisonburg Redevelopment and Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered,

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed thirty (35) pounds in weight.

### ***17.4 INOCULATIONS***

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

### ***17.5 PET DEPOSIT***

A pet deposit of \$150 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. No pet deposit is required for service pets.

### ***17.6 FINANCIAL OBLIGATION OF RESIDENTS***

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet's owner's unit will be the financial responsibility of the pet owner and the Harrisonburg Redevelopment and Housing Authority reserves the right to exterminate and charge the resident.

### ***17.7 NUISANCE OR THREAT TO HEALTH OR SAFETY***

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Harrisonburg Redevelopment and Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

### ***17.8 DESIGNATION OF PET AREAS***

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

### ***17.9 VISITING PETS***

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without Harrisonburg Redevelopment and Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

### ***17.10 REMOVAL OF PETS***

The Harrisonburg Redevelopment and Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is

determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

## **18.0 TERMINATION**

### ***18.1 TERMINATION BY TENANT***

The tenant may terminate the lease at the end of the initial one-year term or at any time thereafter by submitting written notice at least 30-days before the effective termination date. If the tenant vacates prior to the end of the 30 days, the tenant will be responsible for rent through the end of the notice period.

### ***18.2 TERMINATION BY THE HOUSING AUTHORITY***

The Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges due under the lease, including, without limitation, late charges, returned check fees, excess utility charges and certain repair and maintenance costs;
- B. Repeated late payment of rent (i.e., four (4) or more times within any 12-month period);
- C. Failure to fulfill the tenant's obligations in the lease;
- D. Serious or repeated interferences with the rights of other residents;
- E. Serious or repeated damage to the unit or any common area;
- F. Failure to report a change of income, employment or household members within fourteen (14) days after such change or failure to timely provide any other information required under the lease;
- G. Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statement submitted to the Authority including, without limitation, statements submitted for rent redetermination;
- H. Keeping an animal in the unit or on the premises without the Authority's consent or in violation of the Pet Rules;
- I. Alcohol abuse that the Authority determines, in its sole discretion, interferes with the health, safety or right to peaceful enjoyment of the premises by residents of the neighborhood and surrounding area;
- J. Verbal harassment or physical threat (whether in person, by telephone, electronically or by any other means) of or injury to Authority employees by the tenant, members of the tenant's household, the tenant's guests or other persons under the tenant's control;
- K. Criminal activity by the tenant, members of the tenant's household, the tenant's guest or other persons under the tenant's control that threatens the health, safety or right to

peaceful enjoyment of the J. R. “Polly” Lineweaver premises by other residents, including violations of Harrisonburg City Code § 16-10-6 (noise ordinance);

- L. Fleeing to avoid prosecution, custody or confinement after conviction, for a felony by the tenant, members of the tenant’s household, the tenant’s guests or other persons under the tenant’s control;
- M. Violation by the tenant, members of the tenant’s household, the tenant’s guests or other persons under the tenant’s control of a condition of probation or parole imposed under federal or state law;
- N. Any drug-related criminal activity by the tenant or members of the tenant’s household on or off the Leased Premises or any such activity by the tenant’s guests or other persons under the tenant’s control on or near the premises;
- O. For refusal to accept an offer of a revised or amended lease at the time of renewal upon proper notice to the tenant;
- P. The composition or income of the tenant’s household changes such that the tenant is no longer eligible for occupancy in the unit; and
- Q. Non-compliance with Non-Citizen Rule requirements.

The Harrisonburg Redevelopment and Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **18.3 ABANDONMENT**

The Authority may terminate any lease upon abandonment of the unit by the tenant, effective on the date of abandonment. If there is any question as to whether a tenant has abandoned the unit, the Authority shall send tenant a written notice requiring tenant to inform the Authority in writing within seven (7) days after the date of the Authority’s notice that the tenant intends to remain in occupancy. The notice to the tenant shall also inform the tenant that any personal property left in the unit will be disposed of within 24 hours after the seven (7) day period expires. If no response is received from the tenant after seven (7) days from the date of the Authority’s notice, the lease shall be terminated effective on that date. Any personal property left in the unit shall be disposed of in any manner deemed appropriate. The tenant may, however, retrieve his or her property within the 24 hour period prior to disposal of the property. If the property is sold, any funds received shall be applied against any amounts owed by the tenant to the Authority, including costs of storing and selling the abandoned property. Any excess funds shall be handled like a security deposit under Section 19.3.

### **18.4 RETURN OF SECURITY DEPOSIT**

Within 45 days after vacation of the unit by the tenant, the Authority shall return the balance of the tenant’s security deposit, together with any accrued interest, less any deductions from the deposit, along with a statement itemizing any deductions, the provided tenant has given the Authority a new address in writing. Deductions may be taken from the deposit to pay for any damages resulting from the tenant’s failure to properly maintain the unit, failure to leave the



unit clean and in good condition or otherwise fully complying with the terms of the lease. No deductions shall be made from the deposit to cover costs of normal wear and tear or damages that existed when the tenant took occupancy of the unit.

## **19.1 PEST MANAGEMENT**

HRHA has a comprehensive pest management program for its residential units. This program includes an education program for tenants, monthly inspections of units, preventive treatment, and treatment of units. Tenants are required to participate in educational activities and comply with preventive and treatment requirements.

If an infestation is identified or reported, HRHA will determine the validity of the infestation and schedule the unit for the appropriate treatment. HRHA will be responsible for the preventive and treatment costs. Tenant will be charged for the cost of treatment if repeat treatment is required due to the tenant's behaviors (bringing infected items into their unit, not cleaning or maintaining unit to cleanliness levels), if it is determined that the tenant is the source of origin, and/or if the tenant fails to comply with the infestation treatment requirements. Any unit treated for infestation requires the tenant to complete pre-treatment activities. If the tenant does not comply with the pre-treatment requirements, they will be charged a \$250.00 fee.

## **20.0 GRIEVANCE PROCEDURE**

### **I. PURPOSE AND SCOPE**

This Grievance Procedure has been established to provide guidelines for Harrisonburg Redevelopment and Housing Authority ("Authority") residents in the just and effective settlement of grievances. As much as possible should be left to the mutual efforts of management and tenants, with both parties attempting to settle each grievance as quickly and justly as possible. This grievance procedure is incorporated into by reference all dwelling leases and will be furnished to all tenants and resident organizations. At least thirty (30) days' notice will be provided to tenants and resident organizations of any proposed changes to the grievance procedure, which will set forth the proposed changes and provide for an opportunity to present written comments, which will be considered by the Authority before any revisions are made to the grievance procedure.

### **II. APPLICABILITY**

- A. Except as otherwise provided for in Section V.C., this Grievance Procedure shall be applicable to all individual grievances as defined in Section III.A. below, between the tenant and the Authority. In those jurisdictions which require that, prior to eviction, a tenant be given a hearing in Court containing the elements of due process, the Authority may exclude from its procedure any grievance concerning:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees;
  2. Any violent or drug-related criminal activity on or off the premises; or
  3. Any criminal activity that resulted in felony conviction of a household member.
- B. The Authority reserves the right to amend any provision of this Grievance Procedure at any time with or without notice, as applicable, unless otherwise provided by federal, state or local law.

### III. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- a. Grievance -- “Grievance” shall mean any dispute which a tenant may have with respect to the Authority’s action or failure to act in accordance with the individual tenant’s lease or the regulations of the Authority, which adversely affect the individual tenant’s rights, duties, welfare or status, except as provided for in Section V.C. below.
- b. Complainant-- “Complainant” shall mean any tenant whose grievance is presented to the Authority’s Management Office, in accordance with Section V below.
- c. Tenant-- “Tenant” shall mean any adult person (other than live-in aide) who resides in the unit and who executed the Lease with the Authority as lessee of the unit, or if no such person now resides in the unit, residents of the unit who is the remaining head of the household of the Tenant family residing in the unit.
- d. Documents --“Documents” shall include records and regulations.
- e. Good Cause – “Good Cause” shall mean an unavoidable conflict that seriously affects the health, safety, or welfare of the Tenant.

### IV. INFORMAL SETTLEMENT OF GRIEVANCE

Any grievance must be personally presented, either orally or in writing, to the Authority’s Management Office of the housing project in which the Tenant resides, **within ten (10) days after the occurrence giving rise to the grievance**, so that the grievance may be discussed informally and an attempt can be made to settle the grievance without a formal hearing. As soon as the grievance is received, it will be reviewed by the Authority to ascertain that the event qualifies as a grievable issue. If the matter is not grievable, the Tenant will be notified in writing that the matter raised is not subject to the Authority’s

grievance procedure, with the reasons therefor stated.

If the matter falls under the grievance procedure, the Tenant will be contacted to arrange a mutually convenient time **within ten (10) working days** to meet so the grievance may be discussed informally and settled without a hearing. Within a reasonable time, **not in excess of ten (10) working days after presentation** of the grievance, a summary of the informal discussion shall be prepared by the Authority, and a copy thereof shall be provided to the Tenant and one retained in the Tenant's file. The summary shall be in writing and shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the grievance, and the specific reasons therefor, and shall specify the procedures by which the Tenant may obtain a hearing if he/she is not satisfied by the proposed disposition of the grievance.

## **V. PROCEDURE TO OBTAIN A FORMAL HEARING**

A. Obtaining a Hearing: If the Tenant is dissatisfied with the settlement arrived at in the informal hearing, the Tenant must submit a written request for a formal hearing to the Authority no later than **ten (10) days** after the summary of the informal settlement hearing is received. The written request shall specify:

1. The reason for the grievance;
2. The action of relief sought from the Authority; and
3. Several dates and times in the following ten (10) working days when the Tenant can attend a grievance hearing.

B. When Hearing Required: The Authority must give Tenant an opportunity for a formal hearing to evaluate whether the following Authority decisions relating to the Tenant's individual circumstances are in accordance with the law, HUD regulations, and the Authority's policies, as follows:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
2. A determination of the appropriate utility allowance (if any);
3. A determination of the family unit size under the Authority's subsidy standards;
4. A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Authority's subsidy standards, or the Authority's

determination to deny the Tenant's request for an exception from the standards;

5. A determination to terminate assistance (if applicable) for the Tenant because of the Tenant's action or failure to act; or
6. A determination to terminate assistance because the Tenant has been absent from the leased premises for longer than the maximum period permitted under the lease agreement;

The Authority must give the opportunity for a formal hearing before the Authority terminates housing assistance payments (if applicable) for the Tenant under an outstanding HAP contract under Sections V.B.4. through B.6. above (if applicable).

C. Eligibility or Amount of Assistance Determinations: When the Authority makes a decision regarding the eligibility and/or the amount of assistance for Tenants, the Tenants must be notified in writing. The Authority will give the Tenant prompt notice of such determinations, which notice will include:

1. The proposed action or decision of the Authority;
2. The date the proposed action or decision will take place;
3. The Tenant's right to an explanation of the basis for the Authority's decision;
4. The procedures for requesting a hearing if the Tenant disputes the action or decision;
5. The time limit for requesting the hearing; and
6. To whom the hearing request should be addressed.

D. When Hearing Not Required: The Authority is not required to provide the Tenant an opportunity for a hearing for the following:

1. Discretionary administrative determinations by the Authority;
2. General policy issues or class grievances;
3. Establishment of the Authority schedule of utility allowances for Tenants in the program;
4. An Authority determination not to approve an extension or suspension of a voucher term;
5. An Authority determination not to approve a unit or tenancy;
6. An Authority determination that an assisted unit is not in compliance with Housing Quality Standards ("HQS"). (However, the Authority

must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the Tenant, as pursuant to the lease agreement);

7. An Authority determination that the leased premises is not in accordance with HQS because of the family size;
8. A determination by the Authority to exercise or not to exercise any right or remedy against the owner under a HAP contract (if applicable); or
9. Disputes between tenants not involving the Authority.

E. Notice to Tenant:

1. In grievances involving matters in Sections V.B.1. through B.3., the Authority must notify the Tenant that the Tenant may ask for an explanation of the basis of the Authority determination, and that if the Tenant does not agree with the determination, the Tenant may request a formal hearing on the decision.
2. In grievances involving matters in Sections V.B.4. through B.6., the Authority must give the Tenant prompt written notice that the Tenant may request a formal hearing. The notice must include:
  - a. A brief statement of the reasons for the decision;
  - b. A statement that if the Tenant does not agree with the decision, the Tenant may request an informal hearing on the decision; and
  - c. State the deadline for the Tenant to request hearing.

E. Selection of Hearing Officer: Grievances shall be presented before a hearing officer or panel. A hearing officer or panel shall be appointed by the Authority. The hearing officer shall not be the person who made or approved the decision, or a subordinate of that person. The hearing officer or panel who conducts the hearing may regulate the conduct of the hearing in accordance with the Authority's hearing procedures, as set forth in Section VI of this Grievance Procedure.

F. Failure to Request a Hearing: If the Tenant does not request a hearing in accordance with this Section V then the Authority's disposition of the grievance under this Section V shall become final, provided that failure to request a hearing shall not constitute a waiver by the Tenant of his/her right thereafter to contest the Authority's action in disposing of the Tenant in an appropriate judicial proceeding.

- G. Hearing Prerequisite: All grievances shall be personally presented, either orally or in writing, pursuant to the procedure prescribed in this Section V, as a condition precedent to a hearing under this section, provided, that if the Tenant shall show good cause why he/she failed to proceed in accordance with this Section V to the hearing officer, the provisions of this subsection may be waived by the hearing officer.
- H. Escrow Deposit: Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease agreement, which the Authority claims is due, the Tenant shall pay to the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.
- I. Scheduling of Hearings: When the Authority receives a request for a formal hearing, a hearing shall be scheduled within in **ten (10) working days**. The notification of the hearing shall contain, notwithstanding anything to the contrary:
1. The date and time of the hearing.
  2. The location where the hearing will be held.
  3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
  4. The right to view any documents or evidence in the possession of the Authority upon which the Authority based the proposed action and, at the Tenant's expense, to obtain a copy of such documents prior to the hearing.
  5. A notice to the Tenant that the Authority will request a copy of any documents or evidence the Tenant will use at the hearing.
  6. The Authority's hearing or grievance procedures.
- J. Failure to Appear: If the Tenant or Authority fails to appear at the scheduled hearing, the hearing officer or panel may make a determination to postpone the hearing for not to exceed five (5) days or make the determination that the party has waived its

right to a hearing. Both the Tenant and Authority shall be notified of the determination by the hearing officer or panel; however, a determination that the Tenant has waived his/her right to a hearing shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition in court.

## **VI. PROCEDURES GOVERNING THE HEARING**

- A. Hearing Officer: The hearing shall be held before a hearing officer or panel of hearing officers.
- B. Hearing Procedures: As set forth in the Administrative Plan, the following hearing procedures shall be followed:
  - 1. The hearing shall concern only the issues for which the Tenant has received the opportunity for the formal hearing.
  - 2. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.
  - 3. The hearing officer may ask the Tenant for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.
  - 4. If the Tenant misses an appointment or deadline ordered by the hearing officer, the action of the Authority shall take effect and another hearing will not be granted. The hearing officer will determine whether the action, inaction, or decision of the Authority is legal in accordance with HUD regulations and the Administrative Plan based upon the evidence and testimony provided at the informal hearing. Factual determinations relating to the individual circumstances of the Tenant will be based on a preponderance of the evidence presented at the informal hearing.
  - 5. At the hearing, the Tenant must first make a showing of an entitlement to the relief sought, and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.
  - 6. The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint, may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer

shall require the Authority, the Tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

C. Fair Hearing for Tenant: The Tenant shall be afforded a fair hearing, providing the basic safeguards of due process, which shall include:

1. The opportunity to examine before the hearing, and, at the expense of the Tenant, to copy all documents, records and regulations of the Authority that are relevant to the hearing;
2. The right to be represented by counsel or other person chosen as his/her representative at his/her own expense;
3. The right to a private hearing unless the Tenant requests a public hearing;
4. The right to present evidence and arguments in support of his or her complaint to controvert evidence relied on by the Authority or management relies;
5. Present any information or witnesses or question any witnesses pertinent to the issue of the hearing;
6. Request that the Authority's staff be available to present at the hearing to answer questions pertinent to the case;
7. A decision based solely and exclusively upon the facts presented at the hearing.

D. Authority's Rights: Notwithstanding any other rights contained in this Grievance Procedure and the Administrative Plan, the Authority has a right to:

1. Present evidence, witnesses and any information pertinent to the issue at the informal hearing;
2. Be notified if the Tenant intends to be represented by legal counsel, an advocate, or other party;
3. Examine and copy any documents to be used by the Tenant prior to the informal hearing;
4. Have its attorney present at the hearing; and



5. Have staff persons and other witnesses familiar with the case present at the hearing.
- E. Rescheduling of Hearing: After the hearing date is set, the Tenant may request to reschedule only upon showing Good Cause.
- F. Transcript of the Hearing: The Tenant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. An interested party may purchase a copy of such transcript.
- G. Accommodation: The Authority will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

## **VII. DECISION OF THE HEARING OFFICER**

- A. Decision: The hearing officer shall prepare a written decision **within ten (10) working day after the hearing** and shall include:
  1. A clear summary of the decision and the reasons for the decision;
  2. If the decision involves money owed, the amount owed and documentation of the calculation of the monies owed; and
  3. The date the decision goes into effect.
- B. Copies of the Decision: A copy of the decision shall be sent to the Tenant and the Authority. The Authority shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a prospective Tenant, his/her representative, or the hearing officer.
- C. Binding Effect of Hearing decisions: The decision of the hearing officer or panel shall be binding on the Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision, **UNLESS** the Authority Board of Commissioners within a reasonable time, **not to exceed ten 10 working days**, determines that:
  1. the grievance does not concern Authority action or failure to act in accordance with or involving the Tenant's lease or Authority regulations which adversely affect the Tenant's rights, duties, welfare, or status;
  2. the grievance concerns matters in which the Authority is not required to provide an opportunity for a hearing;

3. the decision conflicts with or contradicts federal, state, or local regulations or requirements;
4. the decision conflicts with or contradicts HUD regulations or requirements; or
5. the decision exceeds the authority of the person conducting the hearing.

The Authority shall be bound, unless it is determined that the Authority is not bound by the hearing officer's determination and the Authority sends a letter to the Tenant within ten (10) business days of the hearing officer's notification to the Tenant. The letter shall include the Authority's reasons for the decision as stated above.

A decision by the hearing officer in favor of the Authority or which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Tenant may have to a trial de novo or judicial proceedings, which may thereafter be brought in the matter.

## **VIII. AUTHORITY EVICTION ACTIONS**

If a tenant has requested a hearing in accordance with Section V on a complaint involving a notice of termination of the tenancy, and the hearing officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in a state or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the Tenant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney's fees.

### **21.0 NO SMOKING POLICY**

All of the terms and provisions of this No Smoking Policy are specifically made a part of the Lease and Handbook for the property known as JR Polly Lineweaver.

**Scope:** This policy applies to any and all persons living in Harrisonburg Redevelopment and Housing Authority (HRHA) properties, including residents, their guests and visitors, and to all persons entering HRHA properties, including contractors and employees.

**Purpose:** HRHA desires to mitigate:

- a. The irritation and know health effects of secondhand smoke;
- b. The increase maintenance, cleaning, and redecorating costs caused by smoking and it effects;
- a. The increased risk of fire from smoking; and

- b. The higher cost of fire insurance for a non-smoke free building.

**Definitions:**

1. “Smoking” is defined as inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, pipe, or other tobacco or other substances or similar products, in any manner and in any form. Smoking also includes use of an electronic cigarette and vapor products.

2. The term “electronic cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the uses as he or she simulates smoking. The term shall include such devices, whether they are manufactured or referred to as cigarettes, cigars, pipes, or under any other similar products name.

3. “Common areas” are all areas open to the public, including, but not limited to, entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, parking area, and any other area of the building that is accessible to residence, guests, and employees.

**Policy:**

1. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant’s household have been designated as a smoke-free living. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or in the building where Tenant’s dwelling is located, or in any of the common areas or adjoining grounds of such building or other parts of the rental community. Tenant shall not permit any guests or visitors under control of tenant to do so. As such, smoking is not permitted anywhere on the premises, including, but not limited to:

- a. Any dwelling unit, including, but not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, unit entryway areas, and leased exterior spaces; or
- b. In the common areas of any HRHA building, community, common area, or facility.

2. **Notice.** HRHA staff shall inform current residents, new applicants on a waiting list, employees, and contractors of this new policy. HRHA staff shall also post “No Smoking” signs at entrances and exits, common areas, common hallways, etc., and enforce compliance with this policy. All HRHA properties will be designated and marketed as smoke-free.

3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenants shall inform Tenants’ guests of the no-smoking policy. Further, Tenants shall promptly give the landlord a written statement of any incident where tobacco or other smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s apartment unit or any observed violations of this policy by other tenants.

4. **Landlord Not a Guarantor of a Smoke-Free Environment.** Tenant acknowledges that HRHA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. HRHA shall take all reasonable steps to enforce the smoke-free terms of its leases and to make its properties smoke-free. HRHA is not required to take steps in response to smoking unless it knows of such smoking and has been given written notice of the smoking violation. HRHA relies on tenants to assist in the compliance with this policy.

5. **Effect of Breach and Right to Terminate Lease.** A material breach of the Lease Addendum and Smoke-Free Policy shall be a material breach of the Lease and grounds for immediate termination of the Lease. Tenants shall be financially responsible for restoring the unit back to

rentable condition if they smoke or allow their guests to smoke in their unit, causing damage above normal wear and tear.

6. **Disclaimer.** Tenant acknowledges that HRHA's adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that HRHA or the managing agent would have to a tenant household to render buildings and premises designated as smoke free in a safer, more habitable, or improved in terms of air quality standards than any other rental premises. HRHA specifically disclaims any implied or express warranties that the building, common areas, or tenants' premises will have any higher or improved air quality standards than any other rental property. HRHA cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke. Tenant acknowledges that HRHA ability to police, monitor, and/or enforce the provisions of the Lease Addendum and Smoke Free Policy is dependant in significant part upon voluntary compliance by Tenants and Tenants' guests, as well as reporting by Tenants of observed violations. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HRHA does not assume any higher duty of care to enforce this Lease Addendum or Smoke Free Policy than any other landlord obligation under the Lease.

7. **Effect on Current Tenants.** Tenants acknowledge that current tenants residing in HRHA properties under a prior lease will not be immediately subject to the Smoke Free Policy. As current tenants move out or enter into new leases or renew leases, the smoke-free policy will become effective for their unit and new lease.

8. **Violation of Policy.** Tenants acknowledge and agree that failure to comply with the terms of the Lease Addendum and/or Smoke Free Policy shall be cause for lease enforcement action, including eviction.

## 22.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

All of the terms and provisions of this policy are specifically made part of the Lease and Handbook for the property known as JR Polly Lineweaver.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.), including provisions of the Violence Against Women and Reauthorization Act of 2013 (VAWA 2013). This policy will refer simply to VAWA. VAWA protections are not limited to women; they cover all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Any updates in HUD policies that are not reflected below will have precedence over this policy in cases where there is conflicting information.

**Scope:** This policy applies to any and all persons living in properties owned by HRHA and its affiliates, including without limitation, Jr Polly Lineweaver Apartments.

**Purpose:** HRHA's policy relating to domestic violence is being amended to include updated VAWA provisions, including several key changes relating to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking, including an emergency transfer plan, as applicable, these updates shall be incorporated into the Lease.

### 1.1 Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

*Affiliated individual*, with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

*Bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

*Dating violence* means violence committed by a person: (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

*Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

*Sexual assault* means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

*Stalking* means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

## **1.2 Policy relating to VAWA Protections:**

1. VAWA 2013 expands housing protections to victims of sexual assault. VAWA 2013 expands protections relating to the prohibition of terminating assistance because of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 expands the notification requirements. VAWA 2013 also expands the forms of documentation a victim may provide, and provides that the victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.
2. HRHA will not consider an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking as serious or repeated violations of the Lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

3. Criminal activity directly relating to abuse, engaged in by a member of Tenant's household, or any guests or other person under the Tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or an affiliated individual of the Tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. VAWA 2013 defines "affiliated individual" as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in *loco parentis*, or any individual, tenant, or lawful occupant living in the household of that individual.
4. Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state, or local law to the contrary, HRHA may bifurcate a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the housing choice voucher program, as applicable. If bifurcation occurs, and the removed Tenant or lawful occupant was the sole Tenant eligible to receive assistance under a covered housing program, HRHA shall provide any remaining Tenant the opportunity to establish eligibility for the covered housing program. If the remaining Tenant cannot establish eligibility, HRHA shall provide the Tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.
5. Nothing in this policy may be construed to limit the authority of HRHA, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
6. Nothing in this policy limits any otherwise available authority of HRHA to evict or terminate assistance to a Tenant for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provided that HRHA will not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
7. Nothing in this policy may be construed to limit HRHA's authority to evict or to terminate the assistance to any Tenant if HRHA can demonstrate an actual and imminent threat to other Tenants or those employed at or providing services to HRHA's properties if the Tenant is not evicted or terminated from assistance. An actual and imminent threat consists of physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time, before the potential harm would occur. In this context, words, gestures, actions, or other indicators will be considered an actual imminent threat if they meet the standards provided herein.

8. Nothing in this policy shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
9. In case of any conflicts between the provisions of this Policy and other sections of the Lease and/or Handbook, the provisions of this policy shall prevail.
10. Tenants who are actual or imminent victims of domestic violence shall be permitted to transfer upon request to another available and safe dwelling unit or to a dwelling unit assisted under HRHA. Upon request, HRHA will provide the HRHA Emergency Transfer Plan (form HUD-5381) and Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (form HUD-5383).

### **1.3 Documentation of Domestic Violence**

HRHA may request in writing that the victim or a family member on the victim's behalf certify that the individual is a victim of abuse.

- The VAWA Certification (form HUD-5382);
- A record of a Federal, State, or local law enforcement agency, court, or administrative agency; or
- A document signed by the victim and a professional representative (employer, agent, volunteer of a victim service provider, an attorney, or medical professional, or mental health professional) from whom the victim has sought assistance related to the VAWA-covered action, that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under HUD's regulations at 24 CFR § 5.2003.

The victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim,

Any information submitted to HRHA will be maintained in strict confidence. HRHA will not disclose this information to any other entity or individual unless the disclosure is required for use in an eviction proceeding or hearing regarding termination of assistance; the individual requests in writing with a time-limited release; or if the disclosure is otherwise required by applicable law.

The certification must be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide a certification or other supporting documentation within the specified time frame may result in denial of admission/assistance, termination of assistance, and/or eviction.

If the documentation received by HRHA contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), HRHA may require third party documentation to be submitted within 30 calendar days of any request.

### **1.4 VAWA Notifications**

HRHA will provide to each applicant and participant:

- “Notice of Occupancy Rights under the Violence Against Women Act,” (form HUD-5380) that explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and
- A certification form (form HUD-5382), to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.

As required, the notice and certification form are provided to applicants and participants, in multiple languages as needed in consistency with HUD’s Limited English Proficiency requirements at the following times:

- At the time an applicant is denied assistance or admission to the HCV Program;
- At the time the individual is provided assistance or admission to the HCV Program;
- With any notification of eviction or notification of termination of assistance; and
- All participating families, either during their 2017 annual recertification or at other times in the year.

The required HUD tenancy addendum (form HUD 52641-a) includes a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking, as required.

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

### **Emergency Transfers**

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

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan

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

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



published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees compliance with VAWA.

### **Eligibility for Emergency Transfers**

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

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

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

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HRHA's management office and submit a written request for a transfer to 286 Kelley Street, Harrisonburg, Virginia, or P.O. Box 1071, Harrisonburg, VA 22803

HRHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HRHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

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

### **Emergency Transfer Timing and Availability**

HRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HRHA has no safe and available units for which a tenant who needs an emergency is eligible, HRHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HRHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the Harrisonburg Rockingham Community Service Board, Emergency Services (540) 434-1766; First Step (540) 434-0295; and the Virginia Family Violence & Sexual Assault Hotline 800-838-8338.

For help regarding sexual assault, you may also contact the Collins Center Sexual Assault Hotline (540) 434-2272.

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

Victims of stalking seeking help may also contact the Harrisonburg Police Department (540) 437-2600.

## **GLOSSARY**

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in J. R. “Polly” Lineweaver to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The limited States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12 month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see “net family assets.”)

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income. (See “Imputed asset income” below)

**Ceiling Rent:** Maximum rent allowed for some units in public, housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.63(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see “person with disabilities.”)

**Disabled Person:** See “person with disabilities.”

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937Act]

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method,

rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If the imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or a family member in exchange for services provided or for the general support of the family (e. g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well- being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median 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 80% of the media for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

  - 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - 2. Is manifested before the person attains age 22;
  - 3. Is likely to continue indefinitely;
  - 4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
  - 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.