

# COMMERCE VILLAGE 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 Commerce Village 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 (HRHA) 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 (HUD) 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 HRHA's programs.

To further its commitment to full compliance with applicable civil rights laws, the HRHA will provide Federal/State/Local information to applicants/tenants at the Commerce Village 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 HRHA office. In addition, written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HRHA will assist any family that believes they have suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The HRHA 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 Accommodation**

The Harrisonburg Redevelopment and Housing Authority (HRHA) 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 the 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 their 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 persons 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 HRHA has designated the Executive Director and the Maintenance and Facilities 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**

Individuals and families with disabilities may need a reasonable accommodation order to take full advantage of the HRHA 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 HRHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always visible, the HRHA 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**

- 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 HRHA will obtain verification that the person is a person with a disability.

- Is the requested accommodation related to the disability? If it is apparent that the request is related to the visible or documented disability, the answer to this question is yes. If it is not apparent, the HRHA will obtain documentation that the requested accommodation is needed due to the disability. The HRHA will not inquire as to the nature of the disability.

- Generally, the individual knows best what it is they need; however, the HRHA retains the right to be shown how the requested accommodation enables the individual to access or use the HRHA's programs or services
  - Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
    - Would the accommodation constitute a fundamental alteration? HRHA's business is housing. If the request would alter the fundamental business that the HRHA conducts, then the request would not be reasonable. For instance, the HRHA would deny a request to have the HRHA do grocery shopping for a person with disabilities.
    - 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 HRHA may request a meeting with the individual to investigate and consider equally effective alternatives.

If more than one accommodation is equally effective in providing access to the HRHA's programs and services, the HRHA 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 HRHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the HRHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation permitting them to make physical modifications at their own expense, the HRHA will generally approve such a 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 substantially 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 (HRHA) will try to have multilingual staff or access to people who speak languages other than English in order to assist families.

The following languages may be covered: Spanish

### **4.0 Outreach**

The Harrisonburg Redevelopment and Housing Authority (HRHA) will publicize the availability and nature of the Commerce Village for 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 newspapers, the HRHA will distribute fact sheets to broadcasting media and initiate personal contacts with members of the news media and community service personnel. The HRHA will also try to utilize public service announcements.

The HRHA 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 Commerce Village.

## **5.0 Right to Privacy**

All adult members of both applicant and tenant households are required to sign the Government Data Collection and Dissemination Practices Act Letter. The Authorization for Release of Information states how family information will be released. 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 (HRHA) will post, in a conspicuous place and at a height easily read by all persons including those with mobility disabilities, the following information:

- Statement of Policies and Procedures governing Admission and Continued Occupancy
- Notice of the status of the waiting list (opened or closed)
- A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all project offices, office hours, telephone numbers, TDD numbers, and resident facilities and operation hours
- Income limits for admission
- Current schedule of routine maintenance charges
- Dwelling lease
- Grievance procedure
- Fair Housing Poster
- Equal Opportunity in Employment Poster
- Any current HRHA Notices

## **7.0 Applying for Admission**

It is the policy of the Harrisonburg Redevelopment and Housing Authority (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 the HRHA's administrative office at **286 Kelley Street, Harrisonburg, VA 22802**
- On the 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 at the HRHA's website [www.harrisonburgrha.com](http://www.harrisonburgrha.com).

Assistance in completing the application can be provided during regular business hours at **286 Kelley Street, Harrisonburg, VA 22802**

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, (540) 434-7386.

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

### **7.1.2 Submitting an Application**

All applications will be clearly marked with a date and time stamp, and a receipt is given at the end of the submission of the application through the HRHA's application portal.

## **7.2 Application Lifecycle**

It is the policy of the 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) Phase**

The Preliminary Interest (PI) phase involves interested parties initiating the process of applying for 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 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. The 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 Annual Plan. 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; they are to inform the HRHA in writing of change in address while on the Waiting List.

If during the PIO phase the 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 Administrative Plan.

#### **7.2.3 Verification and Final Determination (VFD) Phase**

The Verification and Final Determination (VFD) phase is initiated when it is clear 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.

The HRHA will perform a pre-interview with the applicant over the phone, through email or by letter to ensure completeness and accuracy of the application data and list and explain the documents the applicant needs to bring to the HRHA.

- Applicants will have ten business days to respond to HRHA requests for information
- Applicants have ten 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.

## **8.0 Eligibility for Admission**

Commerce Village building is designated for individuals and families experiencing chronic homelessness and are in a disabled-only housing program.

### **8.1 Family Composition**

Applicants for Harrisonburg Redevelopment and Housing Authority (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
- Provide Social Security Numbers (SSNs) for all family members
- Provide 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 the 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.
- A pregnant person with no other children will qualify for assistance as a family. They will be listed on the waiting list and qualify for admission into housing unless they abort or miscarry prior to voucher issuance. Once they are admitted as a single pregnant person, they will be considered the remaining member of the tenant family if they abort or miscarry.

#### **8.1.2.2 Chronically Homeless Family**

A chronically houseless family must meet any one of the following criteria:

- A family whose head, spouse, or sole member is a person with disabilities who has experienced homelessness two or more times within the last three years
- A family that meets HUD's current definition of chronic homeless

#### **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 according to Federal disaster relief laws.

#### **8.1.2.5 Remaining Member Of A Tenant Family**

In the event of a family break up by divorce or legal separation, the 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 Authority has discretion to determine which members of an assisted family continue to receive housing assistance if the family breaks up. The administrative plan describes these policies. 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 (55 or older)
- A displaced person
- A person with disabilities
- 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 Commerce Village eligibility:

- Annual Income shall not exceed the “Extremely Low Income” limit: not exceeding the higher of 30% of the local area’s median income or the federal poverty level as established by HUD and published in the Federal Register. Family income cannot exceed 50% income level for the local area for 15 of the 30 units and 40% for the other 15 of 30 units.
- Income limits apply only at admission and are not applicable for continued occupancy.
- A family may not be admitted to Commerce Village 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 HRHA.
- Income limit restriction does not apply to families transferring within Commerce Village.

### **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 the HRHA to be essential to the care and well-being of the elderly, handicapped or disabled family member(s)
- Is not obligated for the support of the elderly or disabled member
- Would not be living in the unit except to provide care for the elderly or disabled family member
- Whose income will not be counted for the 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 they 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 Commerce Village.

A live-in aide may only reside in the unit with the approval of the 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, the 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, violent, or criminal activity
- The person currently owes rent or other amounts to the HRHA or to another Public Housing Authority (PHA) in connection with the Housing Choice Voucher program (HCV), Commerce Village, 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 aged six 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
  - If the individual is under 18, the certification must be executed by their parent or guardian.
  - 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.

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

Applicants may not become participants until this documentation is provided; 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 six 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 HRHA to verify that the family is living in the unit or relating to family absence from the unit, including any HRHA-requested information or certification on the purposes of family absences.

- The family must cooperate with the HRHA for this purpose
- The family must promptly notify the HRHA of its absence from the unit for more than seven 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 the tenant was authorized or whether the tenant gave proper notice of the absence, the HRHA 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 five 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 HRHA 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 HRHA

### **8.3 Grounds for Denial**

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

- Do not meet one or more of the eligibility criteria;
- Do not supply information or documentation required by the application process;
- Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- Have a history of not meeting financial obligations, especially rent;
- 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;

- 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 activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
- Have a history of disturbing neighbors or destruction of property;
- Currently owes rent or other amounts to any housing authority in connection with Commerce Village, Project Based Housing, or Section 8 programs;
- 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;
- Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving personal use or possession for personal use;
- 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, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- Have engaged in or threatened abusive or violent behavior towards any HRHA staff or residents;
- Have a household member who has ever been evicted from Commerce Village;
- Have a family household member who has been terminated under the certificate or voucher program;
- **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;
- Has a lifetime registration under a State sex offender registration program. The applicant may be considered for admittance if the applicant is at least five years post incident, has completed a treatment program, and is actively participating in community services.
- Have not paid any outstanding debt owed to the 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

- 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 the 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 they:
      - Have an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment
      - Have recovered from such addiction and do 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 a 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.
- The household cannot be comprised of more than 50% full-time students (full-time as deemed by the school that the student is participating in).

The HRHA will not be obligated to retrieve information concerning a family's criminal activities as part of the processing of an application for assistance. The initial screening will be limited to routine inquiries of the family and any other information provided to the 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, Commerce Village or by Housing Choice Voucher (HCV) owners for engaging in these activities will be denied admission (including but not limited to public housing, Commerce Village and housing subsidized under the HCV and rental voucher).



## **9.0 Managing the Waiting List**

### **9.1 Opening and Closing the Waiting List**

The opening of the waiting list will be announced with a public notice stating that applications for Commerce Village 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 secondary 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 Commerce Village. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

### **9.2 Organization of the Waiting List**

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

- The application will be a permanent file
- Any contacts between the Harrisonburg Redevelopment and Housing Authority (HRHA) 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 10 business days will result in the applicant's name being removed from the waiting list.

### **9.4 Removal from the Waiting List**

The 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 they did not respond to a notice because of a family member's disability, the 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 their 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 HRHA 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 HRHA 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 HRHA 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 HRHA, in writing, that they have 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 HRHA 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 HRHA will verify that there is a disability and that 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

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
- HRHA reserves the right for exception for a reasonable accommodation or if documented significant rehabilitation has occurred requiring Executive Director approval

## 10.1 Preferences

Order of selection is determined by the date and time of the application

Preference	Definition	Points
Working with a community service organization and referred by Western Virginia Continuum of Care-By Name List	The applicant is referred by the CoC by name and 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, VAMC or disability service organization (VAIL, VDARS).	120
Live and work in Harrisonburg City and Rockingham County	Currently living and working in the City of Harrisonburg and Rockingham County	65
Chronically Homeless	Chronic homelessness has been defined as “either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years.”	60
Veteran	Any currently serving or honorably discharged member of the U.S. Armed Forces listed as the Head of Household.	60
Medically Vulnerable/VI-SPDAT	As documented by medical records and VI-SPDAT	20

## 10.2 Assignment of Bedroom Sizes

The following guidelines will determine each family's unit size to prevent overcrowding or over-housing:

Number of Rooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2

These standards are based on the assumption that each bedroom will accommodate no more than two 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**

If there are not enough low-income families on the waiting list, the Harrisonburg Redevelopment and Housing Authority (HRHA) will conduct outreach on a nondiscriminatory basis to attract low-income families to reach the statutory requirement.

### **10.4 Offer of a Unit**

When the HRHA 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 meet the deconcentration goal and/or the income targeting goal.

The HRHA will contact the family by letter to make the unit offer. The family will be given five business days from the date the letter was mailed to contact the HRHA regarding the offer.

The family will be offered the opportunity to view the unit. After viewing the unit, the family will have five 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 HRHA 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 HRHA skipped over other families on the waiting list in order to meet the 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 HRHA 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 any unit offered with good cause, 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 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 HRHA 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 provided to the head of household and the HRHA 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 will not exceed one-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 will 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 Commerce Village, 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 will 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 (HRHA) 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 HRHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment. Specific information on the determination of annual income, exclusions from income, and deductions from income are outlined in detail in HRHA's Housing Choice Voucher Program Administrative Plan.

## **12.0 Rent**

### **12.1 Rent for Families Under the Noncitizen Rule**

A mixed family, as defined in the glossary, will continue to receive full assistance if all of the following conditions are met:

- The family was receiving assistance on June 19, 1995;
- The family was granted continuation of assistance before November 29, 1996
- The family's head or spouse has eligible immigration status
- 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. This will permit additional time for the orderly transition of some or all of the family 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 years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Harrisonburg Redevelopment and Housing Authority (HRHA) will grant each family a period of six months to find suitable affordable housing. If the family cannot find suitable affordable housing, the HRHA 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:

- Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the HRHA. The 95<sup>th</sup> percentile is called the maximum rent.
- Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- 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.
- 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.

## 12.2 Utility Payment Standards

The HRHA will use the appropriate utility allowance for the lesser of the size of the dwelling unit actually leased by the family or the voucher sized issued, as determined under the Public Housing Authority subsidy standards. In cases where a reasonable accommodation has been provided to a family that includes a person with disabilities, the HRHA will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

## 12.3 Paying Rent

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **Commerce Village, Harrisonburg, VA**. Reasonable accommodations for this

requirement will be made for persons with disabilities. As a safety measure, no cash will be accepted as a rent payment at HRHA offices.

HRHA is in the process of implementing a new rent payment process which will allow flexibility for tenants to pay their rent through a variety of different options. The new rent payment process will be implemented in 2023.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. A minimum of \$35.00 or 10% of the monthly rent, whichever is greater will be leveraged as a late charge (for that specific month) to the tenant's account. 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 \$25.00 for processing costs.

### **13.0 Recertifications**

At least annually, the Harrisonburg Redevelopment and Housing Authority (HRHA) 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.

#### **13.1 General**

The HRHA will send a notification letter to the family letting them know that it is time for their annual reexamination and to schedule an appointment. The letter also includes forms for the family to complete in preparation for the interview, as well as 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 the HRHA to request an accommodation of their needs.

During the appointment, the HRHA will determine whether the family's composition may require a transfer to a different sized unit, and if so, the family's name will be placed on the transfer list.

#### **13.2 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 provide 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 HRHA taking eviction actions against the family.

#### **13.3 Effective Date of Rent Changes for Annual Reexaminations**

The new rent will generally be effective upon the anniversary date with 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 on the first of the month after the rent amount is determined.

## **14.0 Transfer Policy**

### **14.1 Objectives of the Transfer Policy**

The objectives of the Transfer Policy include:

- Addressing emergency situations
- Utilizing available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit
- Facilitating relocation when required for modernization or other management purposes
- Facilitating relocation of families with inadequate housing accommodations
- Providing an incentive for families to assist in meeting the Harrisonburg Redevelopment and Housing Authority (HRHA)'s deconcentration goal
- Eliminating vacancy loss and other expenses due to unnecessary transfers

### **14.2 Categories of Transfers**

- **Emergency transfers.** These 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.
- **Immediate administrative transfers.** These are necessary in order to permit families needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.
- **Regular administrative transfers.** These are made to offer incentives to families willing to help meet certain HRHA 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 HRHA when a transfer is the only or best way of solving a serious problem.

### **14.3 Documentation**

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



#### **14.4 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 meet the following criteria:

- A. The family has 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 35 hours per week, the adult family members are at least 62 years old, disabled, or the primary caregivers to others with disability
- C. Adult members who are required to perform community service have been current in these responsibilities since the requirement's inception or for one year, whichever is less
- D. The family is current in all HRHA payments and has not paid late rent for at least one year
- E. The family passes a housekeeping inspection and has no 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, engaging in criminal or drug-related activity, or threatening the health or safety of tenants or HRHA staff
- G. The family participates in a series of classes conducted by the HRHA on basic home and yard care

#### **14.5 Processing Transfers**

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

Transfers in categories 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 in 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 leasing documents and pay any rent and/or security deposit within two days of being informed the unit is ready to rent. The family will be allowed seven 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:

- If the family rejects any unit offered with good cause, they will not lose their place on the transfer waiting list.
- If the transfer is being made at the request of the HRHA and the family rejects two offers without good cause, the HRHA will take action to terminate their tenancy. If the

reason for the transfer is that the current unit is too small to meet the HRHA'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.

- 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.
- 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.

#### **14.6 Cost of the Family's Move**

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

- When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- 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
- 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 HRHA in the following circumstances:

- When the transfer is needed in order to carry out rehabilitation activities, or
- When action or inaction by the HRHA 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.

#### **14.7 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 HRHA. This means the family must be in compliance with their lease, current in all payments to the HRHA and must pass a housekeeping inspection.

#### **14.8 Transfer Requests**

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

The HRHA will grant or deny the transfer request in writing within 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.

#### **14.9 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.

#### **15.0 Inspections**

An authorized representative of the Harrisonburg Redevelopment and Housing Authority (HRHA) 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 and all equipment will be provided; the statement will be signed by both parties with a copy retained in the HRHA file and a copy given to the family member. An authorized HRHA representative will inspect the premises at the time the resident vacates and will provide 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 damages to the unit.

#### **15.1 Move-In Inspections**

The HRHA 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.

#### **15.2 Inspections**

The HRHA or a representative will inspect each Commerce Village unit annually or biennially to ensure that each unit meets the HRHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### **15.3 Preventative Maintenance Inspections**

This inspection is generally conducted along with the annual inspection and is intended to keep items in good repair. It checks:

- weatherization;

- 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.

#### **15.4 Special Inspections**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the HRHA.

#### **15.5 Housekeeping Inspections**

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

#### **15.6 Notice of Inspection**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the HRHA will give the tenant at least two days written notice.

#### **15.7 Emergency Inspections**

If any employee and/or agent of the HRHA 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.

#### **15.8 Pre-Move-Out Inspections**

When a tenant gives notice that they intend to move, the HRHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the HRHA 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 HRHA to ready units more quickly for the future occupants.

#### **15.9 Move-Out Inspections**

The HRHA 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.

## **16.0 Pet Policy**

### **16.1 Exclusions**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all Commerce Village 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.

### **16.2 Approval**

Residents must have the prior approval of the Harrisonburg Redevelopment and Housing Authority (HRHA) 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 HRHA will approve the request.

### **16.3 Types and Number of Pets**

The following rules must be followed while owning a pet:

- Only one pet per unit allowed
- Only domesticated dogs, cats, birds, and fish in aquariums in units
- All dogs and cats must be neutered
- 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 35 pounds in weight

### **16.4 Vaccinations**

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

### **16.5 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, minus any amounts owed due to damage beyond normal wear and tear. No pet deposit is required for service animals.

### **16.6 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 HRHA reserves the right to exterminate and charge the resident for any costs related to the extermination.

#### **16.7 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 HRHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisances will result in the owner having to remove the pet or move himself/herself.

#### **16.8 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.

#### **16.9 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 HRHA 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.

#### **16.10 Removal of Pets**

The HRHA or an appropriate community authority shall require the removal of any pet from Commerce Village if the pet's behavior or condition is determined to be a nuisance or threat to the health or safety of other occupants or other persons in the community.

#### **17.0 Termination**

##### **17.1 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.

## 17.2 Termination by the Housing Authority

The Harrisonburg Redevelopment and Housing Authority (HRHA) will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to:

- 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
- Repeated late payment of rent (i.e., four or more times within any 12-month period)
- Failure to fulfill the tenant's obligations in the lease
- Serious or repeated interferences with the rights of other residents
- Serious or repeated damage to the unit or any common area
- Failure to report a change of income, employment or household members within 14 days after such change or failure to timely provide any other information required under the lease
- Misrepresentation (intentional or unintentional) of any material fact in the application for housing, or in any statement submitted to the HRHA including (without limitation) statements submitted for rent redetermination
- Keeping an animal in the unit or on the premises without the HRHA's consent or in violation of the Pet Policy
- 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
- Verbal harassment, physical threats (whether in person, by telephone, electronically or by any other means), or injury to HRHA employees by the tenant, members of the tenant's household, the tenant's guests or other persons under the tenant's control
- Criminal activity by the tenant, members of the tenant's household, the tenant's guests, or other persons under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the Commerce Village premises by other residents, including violations of Harrisonburg City Code § 16-10-6 (noise ordinance)
- 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
- 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
- Any drug-related criminal activity or any such activity by the tenant or members of the tenant's household on or off the leased premises
- For refusal to accept an offer of a revised or amended lease at the time of renewal upon proper notice to the tenant
- The composition or income of the tenant's household changes such that the tenant is no longer eligible for occupancy in the unit
- Non-compliance with Non-Citizen Rule requirements

The HRHA 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.

### **17.3 Abandonment**

The HRHA 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 HRHA shall send the tenant a written notice requiring the tenant to inform the HRHA in writing that the tenant intends to remain in occupancy. The tenant must respond within seven days of the HRHA's notice. 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 day period expires. If no response is received from the tenant after seven days from the date of the HRHA'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 their 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 HRHA, including costs of storing and selling the abandoned property. Any excess funds shall be handled like a security deposit under Section 19.3.

### **17.4 Return of Security Deposit**

Within 30 days after vacating the unit by the tenant, the HRHA shall return the balance of the tenant's security deposit, together with any accrued interest, minus any deductions from the deposit, along with a statement itemizing any deductions, the provided tenant has given the HRHA 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, leave the unit clean and in good condition, or otherwise fully comply 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.

### **18.0 Pest Management Program**

The Harrisonburg Redevelopment and Housing Authority (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, the HRHA will determine the validity of the infestation and schedule the unit for the appropriate treatment. The HRHA will be responsible for the preventive and treatment costs. The tenant will be charged for the cost of treatment if repeat treatment is required due to the tenant's behaviors (for example, bringing infected items into their unit or 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 fee.



## **19.0 Grievance Procedure**

### **I. Purpose and Scope**

This Grievance Procedure has been established to provide guidelines for Harrisonburg Redevelopment and Housing Authority (HRHA) 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 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 HRHA before any revisions are made to the grievance procedure.

### **II. Applicability**

- 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 HRHA. In those jurisdictions which require that, prior to eviction, a tenant be given a hearing in Court containing the elements of due process, the HRHA may exclude from its procedure any grievance concerning:
  - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees;
  - Any violent or drug-related criminal activity on or off the premises; or
  - Any criminal activity that resulted in felony conviction of a household member.
- The HRHA 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:

- Grievance: any dispute which a tenant may have with respect to the HRHA's action or failure to act in accordance with the individual tenant's lease or the regulations of the HRHA, which adversely affect the individual tenant's rights, duties, welfare or status, except as provided for in Section V.C. below

- Complainant: any tenant whose grievance is presented to the HRHA's management office, in accordance with Section V below
- Tenant: any adult person (other than live-in aide) who resides in the unit and who executed the lease with the HRHA 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
- Documents: records and regulations
- Good Cause: 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 HRHA's Management Office of the housing project in which the tenant resides, within 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 HRHA 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 HRHA'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 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 10 working days after presentation of the grievance, a summary of the informal discussion shall be prepared by the HRHA, 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**

- 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

HRHA no later than 10 days after the summary of the informal settlement hearing is received. The written request shall specify:

- The reason for the grievance;
  - The action of relief sought from the HRHA; and
  - Several dates and times in the following 10 working days when the tenant can attend a grievance hearing.
- **When Hearing Required:** The HRHA must give tenant an opportunity for a formal hearing to evaluate whether the following HRHA decisions relating to the tenant's individual circumstances are in accordance with the law, HUD regulations, and the HRHA's policies, as follows:
    - A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
    - A determination of the appropriate utility allowance (if any);
    - A determination of the family unit size under the HRHA's subsidy standards;
    - 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 HRHA's subsidy standards, or the HRHA's determination to deny the tenant's request for an exception from the standards;
    - A determination to terminate assistance (if applicable) for the tenant because of the tenant's action or failure to act; or
    - 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 HRHA must give the opportunity for a formal hearing before the HRHA 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).

- **Eligibility or Amount of Assistance Determinations:** When the HRHA makes a decision regarding the eligibility and/or the amount of assistance for tenants, the tenants must be notified in writing. The HRHA will give the tenant prompt notice of such determinations, which notice will include:
  - The proposed action or decision of the HRHA;
  - The date the proposed action or decision will take place;

- The tenant’s right to an explanation of the basis for the HRHA’s decision;
- The procedures for requesting a hearing if the tenant disputes the action or decision;
- The time limit for requesting the hearing; and
- To whom the hearing request should be addressed.
- When Hearing Not Required: The HRHA is not required to provide the tenant an opportunity for a hearing for the following:
  - Discretionary administrative determinations by the HRHA;
  - General policy issues or class grievances;
  - Establishment of the HRHA schedule of utility allowances for tenants in the program;
  - An HRHA determination not to approve an extension or suspension of a voucher term;
  - An HRHA determination not to approve a unit or tenancy;
  - An HRHA determination that an assisted unit is not in compliance with Housing Quality Standards (“HQS”). (However, the HRHA 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);
  - An HRHA determination that the leased premises is not in accordance with HQS because of the family size;
  - A determination by the HRHA to exercise or not to exercise any right or remedy against the owner under a HAP contract (if applicable); or
  - Disputes between tenants not involving the HRHA.
- Notice to Tenant:
  - In grievances involving matters in Sections V.B.1. through B.3.,
    - The HRHA must notify the tenant that the tenant may ask for an explanation of the basis of the HRHA determination, and that if the tenant does not agree with the determination, the tenant may request a formal hearing on the decision.
  - In grievances involving matters in Sections V.B.4. through B.6.,
    - The HRHA must give the tenant prompt written notice that the tenant may request a formal hearing. The notice must include:
    - A brief statement of the reasons for the decision;

- A statement that if the tenant does not agree with the decision, the tenant may request an informal hearing on the decision; and
  - State the deadline for the tenant to request hearing.
- Selection of Hearing Officer: Grievances shall be presented before a hearing officer or panel. A hearing officer or panel shall be appointed by the HRHA. 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 HRHA's hearing procedures, as set forth in Section VI of this Grievance Procedure.
- Failure to Request a Hearing: If the tenant does not request a hearing in accordance with this Section V then the HRHA'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 HRHA's action in disposing of the tenant in an appropriate judicial proceeding.
- 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 they 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.
- Escrow Deposit: Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease agreement, which the HRHA claims is due, the tenant shall pay to the HRHA 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 HRHA 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 HRHA's disposition of his grievance in any appropriate judicial proceeding.

- Scheduling of Hearings: When the HRHA receives a request for a formal hearing, a hearing shall be scheduled within in 10 working days. The notification of the hearing shall contain, notwithstanding anything to the contrary:
  - The date and time of the hearing.
  - The location where the hearing will be held.
  - The family’s right to bring evidence, witnesses, legal or other representation at the family’s expense.
  - The right to view any documents or evidence in the possession of the HRHA upon which the HRHA based the proposed action and, at the tenant’s expense, to obtain a copy of such documents prior to the hearing.
  - A notice to the tenant that the HRHA will request a copy of any documents or evidence the tenant will use at the hearing.
  - The HRHA’s hearing or grievance procedures.
- Failure to Appear: If the tenant or HRHA 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 days or make the determination that the party has waived its right to a hearing. Both the tenant and HRHA shall be notified of the determination by the hearing officer or panel; however, a determination that the tenant has waived their right to a hearing shall not constitute a waiver of any right the tenant may have to contest the HRHA’s disposition in court.

**VI. Procedures Governing the Hearing**

- Hearing Officer: The hearing shall be held before a hearing officer or panel of hearing officers.
- Hearing Procedures: As set forth in the Administrative Plan, the following hearing procedures shall be followed:
  - The hearing shall concern only the issues for which the tenant has received the opportunity for the formal hearing.
  - No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.
  - 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.

- If the tenant misses an appointment or deadline ordered by the hearing officer, the action of the HRHA shall take effect and another hearing will not be granted. The hearing officer will determine whether the action, inaction, or decision of the HRHA 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.
- At the hearing, the tenant must first make a showing of an entitlement to the relief sought, and thereafter the HRHA must sustain the burden of justifying the HRHA's action or failure to act against which the complaint is directed.
- 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 HRHA, 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.
- Fair Hearing for Tenant: The tenant shall be afforded a fair hearing, providing the basic safeguards of due process, which shall include:
  - The opportunity to examine before the hearing, and, at the expense of the tenant, to copy all documents, records and regulations of the HRHA that are relevant to the hearing;
  - The right to be represented by counsel or other person chosen as his/her representative at his/her own expense;
  - The right to a private hearing unless the tenant requests a public hearing;
  - The right to present evidence and arguments in support of his or her complaint to controvert evidence relied on by the HRHA or management relies;
  - Present any information or witnesses or question any witnesses pertinent to the issue of the hearing;

- Request that the HRHA's staff be available to present at the hearing to answer questions pertinent to the case;
- A decision based solely and exclusively upon the facts presented at the hearing.
- HRHA's Rights: Notwithstanding any other rights contained in this Grievance Procedure and the Administrative Plan, the HRHA has a right to:
  - Present evidence, witnesses and any information pertinent to the issue at the informal hearing;
  - Be notified if the tenant intends to be represented by legal counsel, an advocate, or other party;
  - Examine and copy any documents to be used by the tenant prior to the informal hearing;
  - Have its attorney present at the hearing; and
  - Have staff persons and other witnesses familiar with the case present at the hearing.
- Rescheduling of Hearing: After the hearing date is set, the tenant may request to reschedule only upon showing Good Cause.
- Transcript of the Hearing: The tenant or the HRHA 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.
- Accommodation: The HRHA 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**

- Decision: The hearing officer shall prepare a written decision within 10 working day after the hearing and shall include:
  - A clear summary of the decision and the reasons for the decision;
  - If the decision involves money owed, the amount owed and documentation of the calculation of the monies owed; and
  - The date the decision goes into effect.
- Copies of the Decision: A copy of the decision shall be sent to the tenant and the HRHA. The HRHA 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 HRHA and made available for inspection by a prospective tenant, his/her representative, or the hearing officer.

- **Binding Effect of Hearing decisions:** The decision of the hearing officer or panel shall be binding on the HRHA, 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:
  - the grievance does not concern HRHA action or failure to act in accordance with or involving the tenant's lease or HRHA regulations which adversely affect the tenant's rights, duties, welfare, or status;
  - the grievance concerns matters in which the HRHA is not required to provide an opportunity for a hearing;
  - the decision conflicts with or contradicts Federal, State, or Local regulations or requirements;
  - the decision conflicts with or contradicts HUD regulations or requirements; or
  - the decision exceeds the authority of the person conducting the hearing.

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

A decision by the hearing officer in favor of the HRHA 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 HRHA's action to terminate the tenancy, the HRHA 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 them and they may be required to pay court costs and attorney's fees.

## 20.0 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 Commerce Village.

**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:

- The irritation and know health effects of secondhand smoke;
- The increase maintenance, cleaning, and redecorating costs caused by smoking and its effects;
  - The increased risk of fire from smoking; and
  - The higher cost of fire insurance for a non-smoke free building.

### Definitions:

- 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.
- The term electronic cigarette means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as they simulate 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.
- 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 residents, guests, and employees.

### Policy:

**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. For Commerce Village, smoking is permitted only in designated areas. Smoking is not permitted anywhere else on the premises, including, but not limited to:

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

**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.

**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.

**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. The HRHA shall take all reasonable steps to enforce the smoke-free terms of its leases and to make its properties smoke-free. The 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. The HRHA relies on tenants to assist in the compliance with this policy.

**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.

**Disclaimer:** Tenant acknowledges that the 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 the 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. The 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. The 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 the HRHA ability to police, monitor, and/or enforce the provisions of the Lease Addendum and Smoke Free Policy is dependent 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 the 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.

**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.

**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.

## 21.0 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 Commerce Village.

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, Commerce Village.

**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.

### 21.1 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

- 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
- 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:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship;

- The type of relationship; and
- 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:

- Fear for the person's individual safety or the safety of others; or
- Suffer substantial emotional distress

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

- 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.
- 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.
- 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.
- Notwithstanding any restrictions on admission, occupancy, or termination of occupancy or assistance, or any federal, state, or local law to the contrary, the 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, the HRHA shall provide any remaining tenant the opportunity to establish eligibility for the covered housing program. If the remaining tenant cannot establish eligibility, the HRHA shall provide the tenant a reasonable time to find new housing or to establish eligibility under another covered housing program.

- Nothing in this policy may be construed to limit the authority of the 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.
- Nothing in this policy limits any otherwise available authority of the 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 the 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.
- Nothing in this policy may be construed to limit the HRHA's authority to evict or to terminate the assistance to any tenant if the HRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the 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.
- 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.
- 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.
- 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 the HRHA. Upon request, the HRHA will provide the 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).

### **21.3 Documentation of Domestic Violence**

The 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 the HRHA will be maintained in strict confidence. The 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 the 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), the HRHA may require third party documentation to be submitted within 30 calendar days of any request.

#### **21.4 VAWA Notifications**

The 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.

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

##### **Emergency Transfers**

The Harrisonburg Redevelopment and Housing Authority (HRHA) 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> the 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 the 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 the 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 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 the 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

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

- 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
- 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**

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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.



The HRHA will keep any information confidential that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the 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 (VAWA) for all tenants for more information about the 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**

The HRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The 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. The 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 the HRHA has no safe and available units for which a tenant who needs an emergency is eligible, the 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, the 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.

## 22.0 Housing First Policy

Commerce Village is designated "Housing First" housing in which individuals that are determined eligible for admission will not be denied or evicted on the grounds of sobriety or required to be alcohol or drug free.

## 23.0 Glossary:

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in COMMERCE VILLAGE 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:

- Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Are not specifically excluded 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 5.6 3(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 the 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 family with or without children;
- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a tenant family; and
- 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 is 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.

**Housing First** : An approach where homeless persons, usually chronically homeless or especially vulnerable homeless individuals and families, are provided immediate access to housing and then offered the supportive services that may be needed to foster long-term stability and prevent a return to homelessness. This approach removes unnecessary barriers and assumes that supportive services are more effective in addressing needs when the individual or family is housed and the daily stress of being homeless is taken out of the equation. Key components of this model include a simple application process, a harm reduction approach, and no conditions of tenancy beyond those included in the lease.

**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:

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

- Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- 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:

- 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."  
  
• Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- Is expected to be of long-continued and indefinite duration;
- Substantially impedes his or her ability to live independently; and
- Is of such a nature that such ability could be improved by more suitable housing conditions, or
- 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:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the person attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitation in three or more of the following areas of major life activity:
  - self care,
  - receptive and responsive language,
  - learning,
  - mobility,
  - self-direction,
  - capacity for independent living, and
  - economic self-sufficiency; and
- 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.