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GLOSSARY

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Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

Home Forward, previously known as the Housing Authority of Portland, is dedicated to providing safe, decent and affordable housing for individuals and families who are challenged by income, disability or special need. Home Forward serves all of Multnomah County, including the cities of Gresham, Fairview, and Troutdale and other East County communities.

Although Home Forward receives its operating subsidy for the public housing program from the U.S. Department of Housing and Urban Development (HUD) it is not a federal department or agency. Home Forward is a public corporation, created and authorized by state law to develop and operate housing and housing programs for low-income families. Home Forward enters into an Annual Contributions Contract with HUD to administer the public housing program.

Home Forward ensures compliance with federal laws, regulations and notices, and establishes policies and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about Home Forward and its programs with emphasis on the public housing program. It also contains information about the purpose, intent and use of the plan. There are three parts to this chapter:

Part I: Home Forward. This part includes a description of the agency, its jurisdiction, its programs, and its mission and intent.

Part II: The Public Housing Program. This part contains information about public housing operation, roles and responsibilities, and partnerships.

Part III: The Admissions and Continued Occupancy Policy (ACOP). This part discusses the purpose and organization of the plan and its revision requirements.

PART I: HOME FORWARD

1-I.A. ORGANIZATION AND STRUCTURE OF HOME FORWARD

Home Forward was established as the Housing Authority of Portland in 1941 in response to a dire need for housing. Since that time, Home Forward has evolved into a broad-reaching organization that develops and manages a range of affordable housing programs. Home Forward currently serves over 15,000 households and more than 33,000 residents. The agency owns and operates public housing units that are directly subsidized by the U.S. Department of Housing and Urban Development (HUD), and also develops and acquires its own affordable housing stock. Taken together, Home Forward oversees 6,200 housing units, which vary in size, design and location to meet the different needs of our residents. Home Forward also offers HUD-funded Section 8 rent assistance and administers approximately 8,800 vouchers through this and other rent assistance programs.

Home Forward is governed by a board of nine officials called “commissioners.” Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation. The board of commissioners establishes policies under which Home Forward conducts business, and ensures that those policies are followed by staff. The board is responsible for preserving and expanding the agency’s resources and assuring the agency’s continued viability and success. Formal actions of Home Forward are taken through written resolutions, adopted by the board and entered into the official records of Home Forward.

The principal staff member of Home Forward is the executive director (ED), who is selected and hired by the board. The ED oversees the day to day operations and is directly responsible for carrying out the policies established by the commissioners.

1-I.B. MOVING TO WORK

Home Forward has been designated as a “Moving to Work” (MTW) agency. MTW is a federal demonstration program that gives Home Forward the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in federal expenditures; give incentives to families with children where head of household is working, seeking work, or is participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low-income families.

Using this MTW flexibility, Home Forward has certain waivers from HUD regulations that have been identified in the agency’s MTW Agreement, Plans, Reports and this ACOP.

1-I.C. HOME FORWARD’S MISSION

The mission of Home Forward is to assure that the people of the community are sheltered. Home Forward has a special responsibility to those who encounter barriers to housing because of income, disability or special need.

1-I.D. HOME FORWARD VALUES

Home Forward is committed to the following values:

- Cornerstone values - Respect, Fairness, and Honesty
- Organizational values - Service, Support, and Stewardship
- Business values - Partnership, Innovation, and Excellence

PART II: THE PUBLIC HOUSING PROGRAM

1-II. OVERVIEW AND HISTORY OF THE PROGRAM

Since its inception in The United States Housing Act of 1937 (the “Act”), the public housing program has undergone many changes that are briefly described in this section. The Act is responsible for the birth of federal housing program initiatives, known as public housing. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban Development (HUD). The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed agencies more remedies to replace or revitalize severely distressed public housing developments.

Home Forward also collaborates with many community partners to maximize and leverage funding to provide increased housing opportunities to low-income households. Some of these programs are governed by additional statutes and regulations that may also be applicable to certain communities subsidized by Home Forward under the public housing program. In addition, Home Forward must comply with certain local and state laws.

PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**1-III.A. OVERVIEW AND PURPOSE OF THE POLICY**

The Admissions and Continued Occupancy Policy (ACOP) is Home Forward's written statement of policies used to carry out the housing program in accordance with federal law and regulations, HUD requirements and the Agency's MTW Agreement and Plans. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903].

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, Home Forward's MTW Agreement and Plans, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated Annual Contributions Contract and all HUD-approved applications for program funding. Home Forward is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence except where otherwise waived by Home Forward's MTW Agreement.

1-III.B. UPDATING AND REVISING THE POLICY

Home Forward will revise this ACOP as needed to comply with changes in HUD regulations and as additional flexibility is authorized through the Agency's MTW Agreement and Plans. The original policy and any changes must be approved by the board of commissioners of Home Forward and a copy provided to HUD.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of Home Forward's public housing operations.

This chapter describes HUD regulations and Home Forward policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of Home Forward regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Improving Access to Services for Persons with Limited English Proficiency (LEP). This part details the obligations of Housing to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP).

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require Home Forward to treat all applicants and resident families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition to the federal protected classes, local protected classes include victims of domestic violence, marital status, domestic partnership status, source of income, sexual orientation, and gender identity. Home Forward will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2013 (VAWA)
- Oregon Civil Rights Law and local nondiscrimination laws
- Any applicable state laws or local ordinances and any legislation protecting individual rights of residents, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as Home Forward policies, can prohibit discrimination against additional classes of people.

Home Forward shall not discriminate because of race, color, sex, religion, familial status, age, disability, national origin, marital status, domestic partnership status, source of income, sexual orientation or gender identity (called “protected classes”).

Home Forward will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others

- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or resident toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families

Home Forward must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, Home Forward will provide information to public housing applicant families about civil rights requirements.

Discrimination Complaints

If an applicant or resident family believes that any family member has been discriminated against by Home Forward, the family should advise Home Forward. Applicants or resident families who believe that they have been subject to unlawful discrimination may notify Home Forward either orally or in writing. Home Forward will attempt to remedy discrimination complaints made against the Agency. Home Forward will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity.

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

Home Forward must ensure that persons with disabilities have full access to Home Forward's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8]. Home Forward provides notice to each applicant and resident that at any time a household may request reasonable accommodation, including reasonable accommodations so that the resident can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A "reasonable accommodation" is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since policies and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for Home Forward, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations. When it is reasonable, Home Forward shall accommodate the needs of a person with disabilities.

2-II.C. DEFINITION OF A DISABILITY

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working. “Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. “Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as Home Forward) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

2-II.D. REQUEST FOR A REASONABLE ACCOMMODATION

Applicants, residents and program participants are informed about how to make a request for reasonable accommodation during the admissions and occupancy cycle. Any applicant, resident or program participant may submit a request for a reasonable accommodation at any time.

The applicant, resident or program participant must submit a Request for Reasonable Accommodation form or equivalent documentation. This form requires independent verification of the existence of the applicant's, resident's or program participant's disability (e.g. by a doctor, licensed professional representing a rehabilitation center, disability agency, or clinic, or the disability

agency liaison).

2-II.E. REVIEW OF REASONABLE ACCOMMODATION REQUEST

All requests for reasonable accommodation are a high priority and will be addressed by Home Forward in a timely manner. The response to the request will be in writing or in the appropriate alternative format upon request and with reasonable notice to Home Forward.

If a request for reasonable accommodation is denied, Home Forward or Home Forward's representative will inform the applicant/resident/program participant in writing (or other appropriate form of communication) of the denial and the reason for denial. If the request is denied because the requested accommodation (1) requires a fundamental alteration in the nature of the Home Forward program; or (2) imposes an undue financial hardship on Home Forward; or (3) imposes an undue administrative burden on Home Forward, the Agency will take any other action that would not result in such alteration or such undue burdens but would nevertheless ensure that the person with the disability receives the benefits or services provided by Home Forward. The notice of denial will also advise the applicant or resident of the right to an informal hearing or grievance.

If a request is approved, the applicant or resident will be notified of the approved accommodation, in writing, or in the appropriate alternative format upon request and with reasonable notice to Home Forward.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require Home Forward to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to Home Forward's programs and services [24 CFR 8.6]. At the initial point of contact with each applicant, Home Forward shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available. To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with Home Forward staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

Home Forward must comply with a variety of regulations pertaining to physical accessibility, including the following.

- Notice PIH 2006-13
- Section 504 of the Rehabilitation Act of 1973

- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

Home Forward's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in these key documents:

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern Home Forward's responsibilities with regard to physical accessibility.
- Notice PIH 2006-13 summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.

The design, construction, or alteration of Home Forward facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

**PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH
LIMITED ENGLISH PROFICIENCY (LEP)**

2-III. LEP PLAN

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. Home Forward will take affirmative steps to communicate with people who need services or information in a language other than English. Home Forward has a detailed LEP Plan that is available upon request.

Chapter 3

ELIGIBILITY

INTRODUCTION

Home Forward is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by Home Forward to confirm eligibility and determine the level of the family's assistance.

To be eligible for the public housing program:

- The applicant family must:
 - Qualify as a family as defined by HUD and Home Forward.
 - Have income at or below HUD-specified income limits.
 - Qualify on the basis of citizenship or the eligible immigrant status of family members.
 - Provide social security number information for family members as required.
 - Consent to Home Forward's collection and use of family information as provided for in Home Forward-provided consent forms.
- Home Forward must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or Home Forward.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and Home Forward definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Admission. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause Home Forward to deny admission.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.403 and HUD-50058 IB, p. 13]

The terms *family* and *household* have different meanings in the public housing program.

Family

To be eligible for admission, an applicant must qualify as a family. The term “*family*” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- 1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) An elderly family;
 - (iii) A near-elderly family;
 - (iv) A disabled family;
 - (v) A displaced family; and
 - (vi) The remaining member of a tenant family.

Each family must identify the individuals to be included in the family at the time of application. Once the initial eligibility process is completed, the changes to family composition will be allowed in accordance with policies in Chapter 8: Leasing and Inspections.

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a tenant family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see “Caretakers for a Child” in this section.

HUD Definition of Household

The term household is a broader term that includes additional people who, with Home Forward's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

Home Forward also uses the term household to categorize the two types of rent reform strategies implemented using MTW flexibility.

Types of Households

A household where the head of household, spouse, or co-head is a senior or person with a disability will be known as seniors and people with disabilities household. Home Forward's definition of senior is defined as a person aged 55 years or older. Home Forward continues to use HUD's definition to determine if someone qualifies as a person with a disability.

The other type of household is a work-focused household. This is a household where the head of household, spouse or co-head is not a senior or a person with disabilities.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF FAMILY

Family Break-up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will continue to be assisted.

If a court determines the disposition of property between members of the applicant or tenant family in a divorce or separation decree, Home Forward will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, Home Forward will determine which family retains their placement on the waiting list, or will continue in occupancy taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. The family may designate any qualified family member as the head of household when they first move into the unit. A family cannot change the head of household during their tenancy solely to qualify for housing or for specific deductions. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, CO-HEAD, AND OTHER ADULT

A family may have a spouse or co-head, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household. A *marriage partner* includes the partner in a marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *co-head* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head. Minors who are emancipated under state law may be designated as a co-head.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides.

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or tenant family 50 percent or more of the time. In families where custody is split 50%-50%, those persons sharing custody of the child must decide which household will declare the child or children as household members and as dependents. In situations where the determination is uncertain or temporary, Home Forward prefers legal documentation of guardianship, court-ordered custodial agreements or other decisions regarding placement.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis who is not the head, spouse or co-head. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because the income of such an FTS is treated differently from the income of other household members. For public housing households who live in tax credit properties, additional limitations regarding full-time student status may apply.

3-I.H. SENIOR PERSONS AND SENIOR FAMILY

Senior Persons

A *senior person* is a person who is at least 55 years of age¹ [24 CFR 5.100].

Senior Family

¹ HUD defines an Elderly Person as an individual who is at least 62 years if age [24 CFR 5.100].

A senior *family* is one in which the head, spouse, or co-head is a senior person [24 CFR 5.403]. Identifying senior families is important because income and rent determinations are based upon household type and households may qualify for a particular type of development.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]

Persons with Disabilities

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or co-head is a person with disabilities. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability. For the complete HUD definition of disability see Chapter 2.

Disabled Family

A *disabled family* is one in which the head, spouse, or co-head is a person with disabilities. Identifying disabled families is important because income and rent determinations are based upon household type and households may qualify for a particular type of development.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent Home Forward from denying admission for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from enforcing the lease following the policies in Chapter 13.

3-I.J. GUESTS [24 CFR 5.100]

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is defined as a person temporarily staying in the unit with the consent of a family or household member who has express or implied authority to do so on behalf of the member. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near Home Forward premises [24 CFR 966.4(f)].

Persons other than those specifically listed on the lease shall be strictly prohibited from staying in the rental unit as detailed in Home Forward's lease, unless the Landlord grants an exception. Exceptions to the guest policy will not be made without the prior written consent of the Landlord. *Staying in the rental unit* means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but is not limited to, long-term or regular houseguests, live-in baby sitters, visiting relatives, etc. Additionally, the tenant may not provide accommodations for boarders or lodgers regardless of length of stay.

Home Forward will provide blanket exceptions for guests who have been displaced due to a nationally or locally declared natural disaster, including wildfire. The household must request the exception from their property manager but does not need to provide any documentation to receive approval. The guest may remain the unit for up to 12-months.

Home Forward does not permit tenants to allow a guest who has been excluded from a Home Forward property to occupy a unit at that property for any period of time. Violation of this policy is grounds for termination of the lease.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

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

Foster children and foster adults that are living with an applicant or tenant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income. [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

Definitions of Temporarily and Permanently Absent

Generally an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to Home Forward indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Families with children who are temporarily absent from the home due to placement in foster care may request an exception to this policy. Approval will be decided by the Regional Property Manager and the decision to allow for an extended absence will be based on recommendations from local child welfare agencies.

Individuals Confined for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, Home Forward will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Return of Permanently Absent Family Members

The family must request Home Forward approval for the return of any adult family members that have been determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

Caretakers for a Child

If all adults in the households are considered permanently absent, Home Forward will take the following actions.

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- Prior to the caretaker moving into the unit, they will be required to pass Home Forward's screening criteria.
- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases Home Forward will extend the caretaker's status as an eligible visitor.
- At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

3-I.M. LIVE-IN AIDE

Live-in aide means a person who resides with one or more senior persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

Home Forward must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family may request a live-in aide through the Reasonable Accommodation process outlined in Chapter 2. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or other licensed professional, that the live-in aide is essential for the care and well-being of the senior or disabled family member. For continued approval, Home Forward may require a new, written request—subject to Home Forward verification—at each regularly scheduled recertification.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

All live-in aides must meet screening criteria outlined later in this Chapter. There is no informal review or grievance option available for live-in aides who do not meet Home Forward screening criteria. In addition to established screening criteria, Home Forward has discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if [24 CFR 966.4(d)(3)(i)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The person has a history of drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to Home Forward or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Upon passing screening, the live-in aid and all adult family members will be required to sign a Live-In Aide Agreement that details the nature of the live-in aid's role in the household.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 960.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family. Certain Home Forward communities may have different income eligibility requirements based on financing restrictions.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with Home Forward's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a

parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit Home Forward to request additional documentation of their status, such as a passport. Family members who declare citizenship or national status will not be required to provide additional documentation unless Home Forward receives information indicating that an individual's declaration may not be accurate.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must cooperate with Home Forward efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful tenants of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. Home Forward is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Mixed Families

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents for mixed families are calculated, and Chapter 14 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

Home Forward will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen. When Home Forward determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with Home Forward. The informal hearing with Home Forward may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. Informal hearing policies are contained in Chapter 14.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2010-3]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. A detailed discussion of acceptable documentation is provided in Chapter 7.

Note: These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the Social Security Administration determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

Home Forward must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]

Home Forward requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, or Home Forward's equivalent Release of Information form and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

Home Forward must deny admission if any member of the applicant family fails to sign and submit consent forms which allow the Agency to obtain information that Home Forward has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)].

3-II.E. COMMUNITY-SPECIFIC ELIGIBILITY CRITERIA

Site Based Greater Opportunities to Advance, Learn and Succeed program

All public housing applicants to Fairview Oaks and work-focused (as defined in Chapter 6) applicants to Humboldt Gardens must agree to participate in the Greater Opportunities to Advance, Learn and Succeed (GOALS) program. The minimum criteria in order to be eligible for GOALS include:

- History of good tenancy.
- Five-year commitment to program and core activities. Applicants will be asked to certify that they understand the program is five years and that they are being asked to make a five-year commitment.

Senior and/or Disabled Communities

Certain Home Forward communities are designated as senior/disabled communities. Households who are not senior/disabled are not eligible for these communities. Waiting list applications will be denied for households who are not senior/disabled.

PART III: DENIAL OF ADMISSION

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission.

In addition, HUD requires or permits Home Forward to deny admission based on certain types of current or past behaviors of family members as discussed in this part. Home Forward's authority in this area is limited by the Violence against Women Reauthorization Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking [24 CFR 5.2005].

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- Prohibition against denial of admission to victims of domestic violence, dating violence, sexual assault, or stalking
- Notice of eligibility or denial

3-III.B. DENIAL OF ADMISSION [24 CFR 960.204]

Home Forward is required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if Home Forward has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.

Where the statute requires that Home Forward prohibit admission for a prescribed period of time after some disqualifying behavior or event, Home Forward may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires Home Forward to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity.
- Home Forward determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)]. Marijuana used medicinally or otherwise is a controlled substance

covered under the Controlled Substance Act and its use is ground for denial of admission.

- Home Forward has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program. Home Forward will access a national database covering sex offenders in all states in order to verify this information.

Applicants also will be denied in accordance with the following Home Forward established criteria:

- If Home Forward determines that, during the past 3 years, any member of the household has been involved in drug-related or violent criminal activity or other criminal acts that could harm the health, safety, or peace of a community. We may deny an application if there is credible information about pending charges, even if there has not been a conviction for such behavior.
- Applicants will be denied if Home Forward determines that any member of the household has been involved in any of the following during the time frames specified below:
 - If the behavior constitutes a felony involving serious injury, kidnapping, death, arson, rape, sex crimes and/or child sex crimes, extensive property damage, drug-related offenses (sale, manufacture, delivery or possession with intent to sell), class A/Felony burglary or class A/Felony robbery the application will be denied regardless of how long ago the behavior occurred.
 - If the behavior constitutes any other felony or it constitutes any misdemeanor or gross misdemeanor involving assault, intimidation, sex related, drug related (sale, manufacture, delivery or possession with intent to sell) property damage or weapons violations the application will be denied if the behavior occurred 7 years ago or less.
 - Individuals whose only criminal behavior was *use* of illegal drugs (and not selling, manufacturing, growing, or delivering) and who have met the rehabilitation requirements described below will not be denied based on that use.
 - Regardless of past criminal behavior individuals who constitute a likely threat to the health or safety of an individual, the apartment community, or the property of others will be denied.

Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]

HUD authorizes Home Forward to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, Home Forward must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.D, Home Forward may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

In addition to the above described factors, Home Forward also will deny admission to an applicant family if Home Forward determines that the family:

- Has been evicted from any property within the past 3 years.
- Misrepresented or does not provide completed or timely information related to eligibility, including income, award of preferences for admission, expenses, eligible citizenship status, family composition, or any other information required by Home Forward.
- The family owes rent or other charges to any landlord or PHA unless the family repays the full amount of the debt prior to being offered a unit. Amounts owed are subject to the local statute of limitations unless owed under a judgment.
- The family has breached the terms of a repayment agreement entered into with a PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being offered a unit.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Has engaged in or threatened violent or abusive behavior toward PHA personnel
- Cannot provide verifiable, positive residential history or positive landlord and/or professional references
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants
- Other relevant causes

Applicants who do not meet these screening criteria will be denied admission to the program. However, Home Forward may consider the existence of mitigating factors, such as loss of employment, excessive rent burden or other financial difficulties in making an eligibility determination.

Applicant suitability criteria may be less stringent for applicants who qualify for certain Home Forward special programs. These properties/programs include: the Apartments at Bud Clark Commons and Permanent Supportive Housing, the Bridges to Housing program and "Key not a Card" program. However, participants in these programs who move to other public housing units will be subject to Home Forward screening criteria outlined in this Chapter.

3-III.C. CRITERIA FOR DECIDING TO DENY ADMISSION

Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]

HUD authorizes Home Forward to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated by HUD.

In the event Home Forward receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, Home Forward may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

Home Forward may consider the following factors prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other tenants
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking.
- The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future
- Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - Home Forward will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application [24 CFR 960.203(c)(3)(i)]

HUD permits Home Forward to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which warrants denial of admission, to not reside in the unit. As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit. After admission to the program, the family must present evidence of the former family member's current address upon Home Forward request.

Should the screening process reveal that an applicant's household includes an individual

subject to state lifetime registered sex offender registration, Home Forward will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, Home Forward will deny admission to the family [Notice PIH 2012-28].

Reasonable Accommodation [PH Occ GB, pp. 58-60]

If the family includes a person with disabilities, Home Forward's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, Home Forward will determine whether the behavior is related to the disability. If so, upon the family's request, Home Forward will determine whether alternative measures are appropriate as a reasonable accommodation. Home Forward will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.

3-III.D. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING [24 CFR Part 5, Subpart L]

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Definitions of key terms used in VAWA are provided in Chapter 16 of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

Home Forward acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under Home Forward policies. Therefore, if Home Forward makes a determination to deny admission to an applicant family, Home Forward will include in its notice of denial information about the protection against denial provided by VAWA in accordance with Chapter 16 of this ACOP and will request that an applicant wishing to claim this protection notify the Authority within 10 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, Home Forward will request in writing that the applicant provide documentation supporting the claim in accordance with Chapter 16 of this ACOP.

Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

- A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit.
- Documentation that the perpetrator has successfully completed rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed. The victim and perpetrator must also sign or attest to the documentation.

3-III.E. NOTICE OF ELIGIBILITY OR DENIAL

Home Forward will notify an applicant family of its final determination of eligibility in writing. Home Forward must promptly notify any applicant determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal review on such determination.

When a determination has been made that an applicant is eligible and satisfies all requirements for admission, including the tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined.

Chapter 4

APPLICATIONS, WAITING LIST AND RESIDENT SELECTION

INTRODUCTION

When a family wishes to reside in public housing, the family must submit an application that provides Home Forward with the information needed to determine the family's eligibility. HUD requires Home Forward to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, Home Forward must select families from the waiting list in accordance with HUD requirements and Home Forward policies as stated in its Admission and Continued Occupancy Policy (ACOP).

Home Forward is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or Home Forward to receive preferential treatment.

HUD regulations require that Home Forward comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that Home Forward will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and Home Forward policies for taking applications, managing the waiting list and selecting families from the waiting list. Home Forward's policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise Home Forward's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how Home Forward will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how Home Forward's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process Home Forward will use to keep the waiting list current.

Part III: Resident Selection. This part describes the policies that guide Home Forward in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that Home Forward has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies that guide Home Forward's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes Home Forward's obligation to ensure the accessibility of the application process.

4-I.B. APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68]. HUD permits Home Forward to determine the format and content of its applications, as well as how such applications will be made available to interested families and how applications will be accepted by Home Forward. However, Home Forward must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the application [Notice PIH 2009-36].

For the initial application process, Home Forward requires families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

Families may obtain application forms for open waiting lists from the site leasing office during normal business hours. Also, Home Forward will mail applications to seniors or households who live outside the Portland area, or have other specific barriers. Applications may also be requested by electronic mail (E-Mail), Fax, Internet, or TTY.

Completed applications must be returned to Home Forward by mail, by fax, or submitted in person during normal business hours. Applications must be complete in order to be accepted by Home Forward for processing. If an application is incomplete, Home Forward will notify the family of the additional information required.

4-I.C. PLACEMENT ON THE WAITING LIST

Home Forward must review each completed application received and make a preliminary assessment of the family's eligibility. Home Forward must place on the waiting list families for whom the list is open unless Home Forward determines the family to be ineligible. Where the family is determined to be ineligible, Home Forward must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

Ineligible for Placement on the Waiting List

If Home Forward can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible,

Home Forward will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility and the right to have the decision informally reviewed.

Eligible for Placement on the Waiting List

Home Forward will send written notification of placement on the waiting list. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to Home Forward preferences by either the date and time their complete application is received by Home Forward or a random lottery. Home Forward will include information about whether date and time or lottery will be used when advertising waiting list openings.

The family will be placed on the waiting list according to the bedroom size for which a family selects and is qualified for as established by Home Forward occupancy standards (see Chapter 5).

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

Home Forward must have policies regarding the type of waiting list it will utilize as well as the various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how Home Forward may structure its waiting list and how families must be treated if they apply for public housing at an Agency that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST

Home Forward's public housing waiting list must be organized in such a manner to allow Home Forward to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

The waiting list will contain at least the following information for each applicant listed:

- Applicant Name
- Social security number of head of household (if applicable)
- Date and time of application
- Size of unit (bedrooms)
- Race and ethnicity of the head of household
- Site choice
- Gross income

Home Forward uses site-based waiting lists which allow families to select the development where they wish to reside. Home Forward's site-based waiting lists are consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)]. Home Forward has site-based waiting lists at each of its public housing communities as well as its affordable housing communities. A description of each community is available on Home Forward's website. Communities with accessible units use a separate waiting list for those units.

HUD directs that a family that applies to reside in public housing must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that Home Forward operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

Certain communities have requirements that households be elderly and/or disabled to qualify. Additionally, some public housing communities have other suitability qualifications. These are described in further detail in Section 4.III below.

Home Forward's website is updated regularly with information on which public housing waiting lists are open and closed and the estimated wait time for each waiting list.

4-II.C. OPENING AND CLOSING THE WAITING LIST

Closing the Waiting List

Home Forward is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fill its developments. Home Forward may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

Home Forward will close the waiting list when the estimated waiting period for housing applicants on the list reaches 3 years for the most current applicants. When more applications are received during a waiting list opening than Home Forward reasonably expects to process in 3 years then excess applications will be rejected. Home Forward will decide which applications to reject by a random lottery. Where Home Forward has particular preferences or other criteria that require a specific category of family, Home Forward may elect to continue to accept applications from these applicants while closing the waiting list to others.

Home Forward also will close the waiting list, or a portion thereof, when circumstances warrant (e.g. when the number of Applicants on the waiting list greatly exceeds the number of households that can be assisted in the coming year; or if availability of HUD assistance declines or terminates.) Home Forward has the option of closing the list as follows: (1) completely; (2) during certain times of the year; (3) by type of development; (4) by size and type of dwelling unit; or (5) by priority/preference. If Home Forward decides to close a part of or the entire waiting list, Home Forward will publicly announce both the list closure and the resumption of acceptance of applications.

Regardless if the waiting list is open or closed, families can apply at any time to any waiting list if a family member is terminally ill with a life expectancy of 12 months or less, or if a family member requires the features of a wheelchair accessible unit, or if the household is living at the Apartments at Bud Clark Commons and has been in good standing for at least 12 months. Residents of the Apartments at Bud Clark Commons and terminally ill and wheelchair accessibility applicants will be placed on their desired waiting list (based on the date and time of their application) but must also be eligible to be admitted to the property and must be able to pass general public housing screening criteria once selected from the waiting list.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. Home Forward may publish a notice in local newspapers of general circulation, minority media, and other suitable media outlets that Home Forward is reopening the waiting list. Such notice must comply with HUD fair housing requirements. Home Forward will specify who may apply, and where and when applications will be received.

4-II.D. FAMILY OUTREACH [24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]

Home Forward will conduct outreach as needed to maintain an adequate applicant pool that is representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in Home Forward's units, availability of units through turnover, and waiting list characteristics.

Home Forward will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those who are least likely to apply. Home Forward informs Applicants how to access the program and/or how to contact participating referral agencies. Home Forward also advertises periodically in local newspapers, and provides brochures and flyers to inform the public about the availability of assistance and the location of Home Forward properties. Home Forward staff periodically conducts informational seminars on procedures and program changes.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

Home Forward requires families to report changes in current residence, mailing address, and phone number within 10 business days of the change. If an applicant family does not notify Home Forward in writing of a change of address, Home Forward will not be responsible for the Family's failure to receive information or program updates and requests.

Any changes to household members and/or waiting list choices must be requested in writing and receive written approval from Home Forward. Home Forward will generally approve additions of the minor children of household members. Requests to add adults will be reviewed on a case-by-case basis but will not be approved to allow a separate family or roommate to join the application. If Home Forward approves the change a new confirmation letter will be mailed to the applicant. Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their eligibility on the waiting list, Home Forward will offer the family the opportunity to change to an eligible list.

In the effort to balance wait times between lists Home Forward may offer opportunities for households to change from lists with longer wait times to lists with shorter wait times before opening the lists to new applicants. Home Forward will notify families of these opportunities in writing, and the head of household must respond in writing by the provided deadline in order to access this option to change lists.

If an applicant's change to the waiting list application is not approved, Home Forward will advise the Applicant that the most recent documented information will be used to determine approved household composition and unit size. The Applicant may also choose to cancel the current application and reapply. If the Applicant chooses to reapply, the application will be entered onto the waiting list using the new application date and time.

4-II.F. UPDATING THE WAITING LIST

HUD requires Home Forward to establish policies to use when removing applicant names from the waiting list [24 CFR 960.202(a)(2)(iv)].

Purging the Waiting List

Home Forward's waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely. To update the waiting list, Home Forward will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and qualify for, the program. This update request will be sent to the last address that Home Forward has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list and the application will be canceled.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by Home Forward no later than the date specified in Home Forward's letter. If the family fails to respond within the established time frame, the family will be removed from the waiting list and their application canceled without further notice. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice and the application will be canceled. If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated and the family will have a specified time frame to respond from the date the letter was re-sent.

When a family is removed from the waiting list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent Home Forward from making an eligibility determination; therefore no informal review is required.

If a family is removed from the waiting list for failure to respond, the Real Estate Operations Director may reinstate the family if s/he determines the lack of response was due Home Forward error, or to circumstances beyond the family's control.

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to Home Forward's request for information or updates because of the family member's disability, Home Forward must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40]. See Chapter 2 for further information regarding reasonable accommodations.

Updating Preferences

Families placed on the waiting list will be informed in writing of their ability to notify Home Forward of a change in preference status. Home Forward will update the family's preference status upon receipt of a written notification from the family.

Home Forward will update the senior preference based upon date of birth through a computer-automated process.

Removal from the Waiting List

Home Forward will remove applicants from the waiting list if they have requested that their name be removed. In such cases of application cancelation, no informal review is required.

Applicants who apply outside of a regular waiting list opening under the below preferences will be canceled from all other property lists they accessed under that preference after they move in.

Applications that were received during regular waiting list openings will remain on the list but be updated to the most appropriate waiting list preference (not including any of the below preference). Households will be removed from lists or have their preference updated in the following cases:

1. Families with a family member who has been pre-approved for the Congregate Housing Services program: After the family moves in to any property that provides CHSP (Holgate House, Dahlke Manor, Rosenbaum Plaza, Unthank Plaza, and Grace Peck Terrace), they are removed from all other CHSP lists that were accessed via this preference.
2. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs: After the family receives housing assistance from any Home Forward-administered program, the family is removed from all other lists that were accessed via this preference.
3. Families with a family member who has a documented terminal illness (*life expectancy 12 months or less*): After the family receives housing assistance from any Home Forward-administered program, the family is removed from all other lists that were accessed via this preference.
4. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal: After the family has moved in to a unit that meets the requirements of the endorsement letter the family is removed from all other lists that were accessed via this preference.
5. Families referred through partnership with community partners: If a family is added to multiple lists via a single community partnership referral, then after the family moves in they are removed from all other lists that were accessed via this referral.

If Home Forward determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because Home Forward has determined the family is not eligible for admission, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and the application canceled and will inform the family how to request an informal review regarding Home Forward's decision (see Chapter 14).

PART III: RESIDENT SELECTION

4-III.A. OVERVIEW

Home Forward must establish resident selection policies for families being admitted to public housing [24 CFR 960.201(a)]. Home Forward must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. Home Forward must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by Home Forward and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

Home Forward must maintain a clear record of all information required to verify that the family is selected from the waiting list according to Home Forward's selection policies [24 CFR 960.206(e)(2)]. Home Forward's policies must be posted any place where Home Forward receives applications. Home Forward must provide a copy of its Criteria for Residency upon request to any applicant or resident [24 CFR 960.202(c)(2)].

4-III.B. SELECTION METHOD

Home Forward must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that Home Forward will use.

Local Preferences [24 CFR 960.206]

Home Forward is permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits Home Forward to establish other local preferences, at its discretion.

Communities with accessible units maintain separate waiting lists for those units. Accessible unit lists use the same preferences as those listed in the rest of this chapter.

Home Forward has established local preferences for all of its public housing waiting lists. Waiting lists that are not listed in the below section for Individual Site Based Waiting List Preferences have Standard Preferences that are established in the following order:

Standard Preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)

3. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
4. All other families.

Home Forward orders its Public Housing waiting list by preferences. Applicants are listed in each preference by date and time of application or by random lottery.

Individual Site-Based Waiting List Preferences

Some public housing site-based waiting lists have preferences different from the Standard Preferences. This section outlines the preferences at these site-based waiting lists.

Schrunk Riverview Tower, Medallion Apartments, Williams Plaza, and Ruth Haefner Plaza waiting lists have the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
3. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
4. Senior/disabled families.

The Holgate House and Dahlke Manor waiting lists have the following preferences:

1. Families with a family member who has been pre-approved for the Congregate Housing Services program.
2. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs
3. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
4. Senior/disabled families.

Eliot Square, Chateau Apartments, Celilo Court, Demar Downs, Floresta, Slavin Court, and Maple Mallory lists with application dates prior to or on March 31, 2016 have the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance

is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs

2. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
3. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
4. Families qualifying for the Employment/Education/Training preference and Senior/Disabled Families
5. All other families.

Applicants to these lists with applications dated on or after April 1, 2016 will be ordered using Standard Preferences.

Eastwood Court and Alderwood have the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families referred through partnership with community partners.
3. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
4. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
5. All other families.

Harold Lee Village has the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families referred through partnership with Human Solutions.
3. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
4. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
5. All other families.

Powellhurst Woods, Floresta, Demar Downs and Townhouse Terrace have the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families referred through an established agreement with community partners for the purpose of providing service-enriched housing
 - The preference expires at each community when the allotted number of units is occupied.
3. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
4. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
5. All other families

Dekum Court, Fir Acres, and Stark Manor have the following preferences:

1. Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance programs administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
2. Families referred through an established agreement with community partner Nara for the purpose of providing service-enriched housing
 - The preference expires at each community when the allotted number of units is occupied.
3. Families with a family member who has a documented terminal illness (life expectancy 12 months or less)
4. Families that are currently living in a RAD PBV or Home Forward-managed PBV unit who have received written endorsement from a GOALS Coordinator to move to further a documented goal.
5. All other families

Order of Selection [24 CFR 960.206(e)]

Families will be selected from the waiting list based on local and site-based established preferences, any local priority occupancy requirements and date and time.

Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by Home Forward.

When selecting applicants from the waiting list Home Forward will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. Home Forward will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status. Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and Home Forward policy.

4-III.C. NOTIFICATION OF SELECTION

When the family has been selected from the waiting list, Home Forward will notify the family in writing. If a notification letter is returned to Home Forward, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents Home Forward from making an eligibility determination and results in an application cancelation; therefore no informal review will be offered.

4-III.D. THE APPLICATION INTERVIEW

Home Forward requires all adult family members to attend an eligibility interview. Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). After a preference is verified, the family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, Home Forward will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within the time frame established by Home Forward. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (see Chapter 3).

4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]

Home Forward must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including Home Forward suitability standards, Home Forward must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including Criteria for Residency, Home Forward will notify the applicant in writing and will provide an approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

Home Forward will promptly notify any family determined to be ineligible for admission of the basis for such determination in writing. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (see Chapter 14)[24 CFR 960.208(a)].

Chapter 5

OCCUPANCY STANDARDS AND UNIT OFFERS

INTRODUCTION

Home Forward must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. Home Forward's waiting list and selection policies are contained in Chapter 4. Together, Chapters 4 and 5 of the ACOP comprise Home Forward's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts.

Part I: Occupancy Standards. This part contains Home Forward's standards for determining the appropriate unit size for families of different sizes and types.

Part II: Unit Offers. This part contains Home Forward's policies for making unit offers, and describes actions to be taken when unit offers are refused.

PART I: OCCUPANCY STANDARDS

5-I.A. OVERVIEW

Occupancy standards are established by Home Forward to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Part I of this chapter explains the occupancy standards. These standards describe the methodology and factors Home Forward will use to determine the unit size for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. This part also identifies circumstances under which an exception to the occupancy standards may be approved.

5-I.B. DETERMINING UNIT SIZE

Home Forward encourages families to determine the appropriate bedroom size for their household. In selecting a family to occupy a particular unit, Home Forward may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. Home Forward is permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62]. Although Home Forward ultimately does determine the size of unit the family qualifies for under the occupancy standards, Home Forward does not determine who shares a bedroom/sleeping room. Home Forward's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

Home Forward will use the same occupancy standards for each of its developments with the exception of the Bud Clark Commons. At Bud Clark Commons units are restricted to one person per unit.

For households moving in to public housing on or before December 31, 2016 the minimum and maximum number of occupants per unit is identified in the chart below:

HAP OCCUPANCY STANDARDS		
Bedroom Size	Minimum Number of Persons	Maximum Number of Persons
0	1	2
1	1	3
2	2	5
3	3	7
4	5	9
5	7	11
6	8	13

Households that move in to public housing on or before December 31, 2016 under the previous occupancy standards may continue to reside in their current unit under those standards unless family composition changes. At the time of any change to family composition Home Forward will apply the new Occupancy Standards to the household. Exception will be made if adding a household member would force a family to move to a smaller unit.

For households moving into public housing beginning January 1, 2017:

The PHA will allow one bedroom for a single head of household or for married or unmarried persons living together in a spousal relationship, and one bedroom for each two persons thereafter, regardless of age or sex.

The subsidy standards will apply as follows:

1. Single persons are eligible for a studio or one bedroom.
2. A pregnant single person or a single person in possession of a certified copy of a final custody order/decreed signed by a judge (without other children) may apply for assistance, and will be qualified for a two bedroom unit or one of appropriate size.
3. Married or unmarried persons expecting a child through birth, adoption, or foster care will be offered a unit based on the anticipated household composition (with verification as above).
4. Married or unmarried persons living together in a spousal relationship will be eligible for studio or 1 bedroom units, for example: co-heads.
5. Two unrelated adults, both of whom meet all other eligibility requirements and need to provide support for each other because of a disability, may occupy a two bedroom unit.
6. Two adults related by blood may occupy a two bedroom.
7. A single head of household with one child may occupy a two bedroom.
8. A single head of household with two children may occupy a two bedroom regardless of age or sex of children.
9. A single head of household with three children may occupy a three bedroom regardless of age or sex of children.
10. A couple with one child may occupy a two bedroom.
11. A couple with two children may occupy a two bedroom regardless of age or sex of children.
12. A couple with three children may occupy a three bedroom regardless of age or sex of children.
13. A couple with four children may occupy a three bedroom regardless of age or sex of children.

In addition to the above established occupancy standards, Home Forward also will consider the following criteria:

- Live-in aides may be allocated a separate bedroom.
 - No additional bedrooms will be provided for the live-in aide's family.
- Foster children will be included in determining unit size.

- High-rise properties were built with specific design features that accommodate seniors and individuals with disabilities.
 - These units are restricted to households in which the head, co-head, or spouse is aged 55 or older, or considered disabled.
- A family may choose to occupy a smaller unit than outlined above. The maximum number of household members that Home Forward will allow is 2 people per bedroom, plus 2 people. For existing residents that experience an increase in household size, Home Forward will allow the family to choose to remain in the unit as long as the number of household members does not violate Portland City Code 29.30.220: Overcrowding.

5-I.C. EXCEPTIONS TO OCCUPANCY STANDARDS

Home Forward will consider granting exceptions to the occupancy standards at the family's request if Home Forward determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart in Section 5-I.B) and the family does not want to transfer to a larger size unit.

When evaluating exception requests Home Forward will consider the size and configuration of the unit. In no case will Home Forward grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer until there is a change in household composition.

PART II: UNIT OFFERS

5-II.A. OVERVIEW

Home Forward must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination.

In filling an actual or expected vacancy, Home Forward must offer the dwelling unit to an applicant in the appropriate sequence. Home Forward will offer the unit until it is accepted. This section describes Home Forward's policies related to unit offers that will be made to applicants selected from the waiting list. This section also describes Home Forward's policies for offering units with accessibility features.

Home Forward will offer a unit to an eligible applicant. Should the family reject the unit offer the household will not be placed back on the waiting list(s) from which they previously were removed prior to the screening process. The applicant may reapply for assistance if the waiting list is open. Exceptions to this policy may be made through Home Forward's established Reasonable Accommodation and VAWA policies or other extenuating circumstances.

5-II.B. UNIT OFFERS

Once the applicant's screening application has been approved, they will be offered a unit.

Good Cause for Unit Refusal

If an applicant is willing to accept the unit offered, but is unable to move at the time of the offer, and satisfies Home Forward with clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list. Home Forward will then offer the unit to the next applicant on the list, leaving the original Family's application at the top of the waiting list.

5-II.C. ACCESSIBLE UNITS [24 CFR 8.27]

Home Forward must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant Home Forward must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under Home Forward's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
- Third, when there are no resident or applicant families requiring the accessible features of the unit, Home Forward will offer the unit to a non-disabled applicant.

- Home Forward requires the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the non-disabled family. This requirement is a provision of the lease agreement.

Chapter 6

INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C and FY 2012 MTW Plan]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. Home Forward will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation. This chapter describes Home Forward policies related to these topics in two parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and Home Forward policies for calculating annual income are found in Part I.

Part II: Calculating Rent. This part describes the formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and

(3) Which are not specifically excluded [5.609(c)].

In addition to this general definition, HUD regulations establish policies for treating specific types of income.

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this ACOP, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member.

The chart below summarizes how family composition affects income determinations:

Summary of Income Included and Excluded by Person ¹	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(a)(1)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically

¹ For complete definitions of each household/family members please see Chapter 3.

	excluded by the regulations, are included.
Full-time students (not head, spouse, or co-head)	Employment income is excluded [24 CFR 5.609(c)(11) and MTW Plan]. All other sources of income, except those specifically excluded by the regulations, are included.
Temporarily Absent Family Members	Income from all sources is included [HCV GB, p. 5-18]

6-I.C. ANTICIPATING ANNUAL INCOME

Home Forward is required to count all income anticipated to be received from a source outside the family during the 12-month period following admission or regularly scheduled recertification effective date [24 CFR 5.609(a)(2) and FY 2012 MTW Plan]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

Home Forward generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes Home Forward to use other circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- Home Forward believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

Home Forward is required to use HUD's Enterprise Income Verification (EIV) system in its entirety as a third party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance [24 CFR 5.233(a)(2)].

HUD allows Home Forward to use pay-stubs to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where Home Forward does not determine it is necessary to obtain additional third-party data.

When EIV is obtained and the family does not dispute the EIV employer data, Home Forward will use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, Home Forward will make every effort to obtain current and consecutive pay stubs dated within the last 60 days.

Home Forward will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

- If EIV or other UIV data is not available,
- If the family disputes the accuracy of the EIV employer data, and/or
- If Home Forward determines additional information is needed.

In such cases, Home Forward will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how Home Forward annualized projected income.

When Home Forward cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), Home Forward will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

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

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages and Related Compensation [24 CFR 5.609(b)(1)]

The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Children's Earnings [24 CFR 5.609(c)(1)]

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income. (See Eligibility chapter for a definition of *foster children*.)

Certain Earned Income of Full-Time Students

Earnings for each full-time student (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11) and MTW Plan]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)].

Income Earned under Certain Federal Programs [24 CFR 5.609(c)(17)]

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for Home Forward, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Home Forward's governing board. No resident may receive more than one such stipend during the same period of time.

State and Local Employment Training Programs

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

Earned Income Tax Credit.

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families

receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

6-I.E. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

Business Expenses

Net income is "gross income less business expense" [HCV GB, p. 5-19]. To determine business expenses that may be deducted from gross income, Home Forward will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

6-I.F. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Please refer to Home Forward's Administrative Plan for information on using assets to determine annual income.

6-I.G. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

- Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, trust funds and pensions. [24 CFR 5.609(b)(4) and (b)(3) and FY 2012 MTW Plan].
- Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)]. Additionally, any deferred disability benefits that are received in a lump sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

When a delayed-start payment is received and reported during the period in which Home Forward is processing a recertification, Home Forward will adjust the tenant rent retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with Home Forward.

Treatment of Overpayment Deductions from Social Security Benefits

Home Forward must make a special calculation of annual income when the Social Security Administration (SSA) overpays an individual, resulting in a withholding or deduction from his or her benefit amount until the overpayment is paid in full. The amount and duration of the withholding will vary depending on the amount of the overpayment and the percent of the benefit rate withheld. Regardless of the amount withheld or the length of the withholding period, Home Forward must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount [Notice PIH 2010-3].

Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) [24 CFR 5.609(c)(2)]. Kinship care payments are considered equivalent to foster care payments and are also excluded from annual income [Notice PIH 2008-40]. Home Forward will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)].
Note: EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of delays in processing Social Security and SSI payments [24 CFR 5.609(b)(4)].

6-I.H. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)].

6-I.I. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

Home Forward must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, Home Forward must include in annual income “imputed” welfare income. Home Forward must request that the welfare agency inform Home Forward when the benefits of a public housing resident are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.J. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

Alimony and Child Support

Home Forward must count alimony or child support amounts awarded as part of a divorce or separation agreement. Home Forward will count court-awarded amounts for alimony and child support unless Home Forward verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47]. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts

Home Forward must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with a tenant family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)]. Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

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

6-I.K. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)]. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments [24 CFR 5.609(c)(12) and FY 2012 MTW Plan]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
 - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
 - (f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
 - (g) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
 - (h) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)
 - (i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
 - (j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
 - (k) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
 - (l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
 - (m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
 - (n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
 - (o) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

- (p) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (q) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- (r) Assistance from the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C.) 1771
- (s) Payments from the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f)
- (t) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts
- (u) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation in programs authorized under the Native American Housing Assistance and Self- Determination Act of 1996 (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Program
- (v) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v. Ken Salazar et al.
- (w) Payments from Kinship care, Kin-GAP, and similar programs funded by states that serve as an alternative to foster care placements and that the compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents.

PART II: CALCULATING RENT

6-II.A. OVERVIEW OF RENT CALCULATIONS

Home Forward has established a modified rent policy using MTW flexibility. Rent will be calculated based on household type: work-focused household or senior and people with disabilities household. This section explains how each household type will have its rent determined.

Rent is determined based on a percentage of income, the Home Forward minimum rent or the established ceiling rent. Ceiling rents are used to cap income-based rents. If the calculated Total Tenant Payment (TTP) exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent. Ceiling rents will be set in alignment with Home Forward's Housing Choice Voucher program payment standards. Changes to the ceiling rents will be applied at the households next regularly scheduled recertification. Exceptions to this process will be made when Home Forward implements rent reform. See Chapter 9 III C for details. In accordance with Home Forward's FY 2012 MTW Plan, the Agency does not utilize flat rents [24 CFR 960.253 (c)(2) and (d) and FY 2012 MTW Plan].

6-II.B. SENIORS AND PEOPLE WITH DISABILITIES HOUSEHOLDS

Households where the head of household, spouse or co-head is a person with disabilities as defined by HUD or is 55 years of age or older will be considered a senior and people with disabilities household. For households who were participating in Home Forward's public housing program prior to implementing rent reform please also see the section below regarding Phase-In households.

For this household type, Home Forward will calculate 27.5% of monthly gross income to determine the household's TTP. Tenant rent will be determined by taking the lower of TTP or the ceiling rent minus the utility allowance. If the tenant rent payment is a negative number then the resident receives a utility reimbursement paid directly to the household to offset the cost of utility payments. This formula will be used to determine rent for seniors and people with disabilities households throughout Home Forward's participation in the MTW demonstration. Throughout the duration of the MTW demonstration, there will be a \$0 minimum rent for seniors and people with disabilities households.

Households may request a hardship exemption in accordance with section 6.II.E of this chapter.

6-II.C. WORK-FOCUSED HOUSEHOLDS

All households that do not meet the criteria for seniors and people with disabilities households will be considered work-focused households. For households who were participating in Home Forward's public housing program prior to implementing rent reform please also see the section below regarding Phase-In households.

Work-focused households will have their rent determined based on their year of participation. For years 1 and 2, Home Forward will calculate 27.5% of monthly gross income to determine the household's Total Tenant Payment (TTP). Tenant rent will be determined by taking the lower of TTP or the ceiling rent minus the utility allowance. If the monthly rent payment is a negative

number then the resident receives a utility reimbursement paid directly to the household to offset the cost of utility payments. For years 1 and 2, the minimum rent will be \$0.

For years 3 and 4, Home Forward will institute a minimum tenant rent of \$100. Home Forward will determine TTP by calculating 29% of the monthly gross income. Tenant rent will be determined by taking the greater of the following amounts:

- Lower of TTP or the ceiling rent minus the utility allowance
- Minimum tenant rent of \$100

There will be no utility allowance reimbursements.

For years 5 and greater, Home Forward will institute a minimum tenant rent of \$200. Home Forward will determine TTP by calculating 31% of the monthly gross income. Tenant rent will be determined by taking the greater of the following amounts:

- Lower of TTP or the ceiling rent minus the utility allowance
- Minimum tenant rent of \$200

There will be no utility allowance reimbursements.

6-II.D. AUTOMATIC RENT CAPS FOR PHASE-IN HOUSEHOLDS

The following policy was created to provide relief for families whose rent increased as a result of Home Forward implementing a new rent calculation methodology under rent reform. This policy applies only to households who were participating in the Public Housing prior to the implementation of rent reform and who had excessive medical and childcare expenses or a large number of dependents. The following exemptions apply:

If the household has:	AND	If the rent increase is:
Out-of-pocket childcare expenses above \$2,000 per year, <u>or</u>		More than <u>\$10 per month</u> for seniors and people with disabilities, the increase will be capped at \$10 per month.
Out-of-pocket medical expenses above \$2,000 per year, <u>or</u>		
Four or more dependents		More than <u>\$25 per month</u> for work-focused households, the increase will be capped at \$25 per month.

The phase-in hardship exemption will last for a maximum 12 months from the time of the household's new rent calculation and can be renewed through the hardship policy for as long as the circumstances continue. If at any regularly scheduled review a household no longer meets the circumstances of the original hardship (for example, their childcare/allowable medical expenses are less than \$2,000 or they no longer have 4 dependents) then they no longer are eligible for the phase-in exemption.

For households who were participating in Public Housing prior to the implementation of rent reform and saw a rent increase but **did not** have excessive medical/ childcare expenses or a large number of dependents in their household, there will be a \$100 rent increase cap in place for the 12 months following the implementation. After 12 months, all other hardship exemption requests should be addressed through Home Forward's Hardship Policy.

6-II.E. RENT REFORM HARDSHIP EXEMPTION

Hardship exemption requests may be available for all households who are participating in an MTW eligible program. All hardship exemption requests must be made in writing and submitted to the appropriate Home Forward Office.

Hardship Qualifiers

There are two instances when a family would qualify for a hardship exemption:

1. When their total shelter costs exceed 50% of the gross income used to determine a household's rent subsidy. Total shelter costs are defined as rent plus utilities. When the following exceptions occur and result in total shelter cost exceeding 50% of gross household income the amount directly attributed to the exceptions will not qualify a household for hardship consideration. The exceptions include:
 - a. The mixed citizenship surcharge of \$1
 - b. Additional amount a Section 8 household has chosen to pay above the payment standard for a HCV unit.
2. Families that were participating in Home Forward programs prior to implementation of the rent reform calculation and whom previously qualified for phase-in may request a hardship exemption if the circumstances that qualified them for phase-in continues. Phase-in households are not required to pay 50% of their gross monthly income toward shelter costs in order to qualify for a hardship exemption. These households will be required to show documentation that the circumstances that originally qualified them for phase-in have continued.

Submission of a Hardship Exemption

Requests must be received by the 15th of each month to be eligible for a revised rent effective on the first of the next month. Hardship exemption requests/adjustments will not be retro-active. Households requesting a hardship exemption must experience a hardship that is expected to last longer than 90 calendar days.

Below is a list of documents/verifications that households are strongly encouraged to include with their hardship exemption request:

- For households who have recently lost earned income- proof of application for unemployment
- For households with children- proof of application for TANF and/or child support
- Proof of application through Work Source
- Proof of application / participation in one of Home Forward's self-sufficiency programs
- Proof of application for low-income energy assistance through an external community agency

Determination of the Hardship Exception and Remedies

A committee with representatives from Home Forward staff will review hardship requests on a monthly basis. The Committee has the authorization to implement an agreed upon remedy. If the Committee cannot reach consensus regarding a Hardship request, the majority vote will rule.

In cases when the committee recommends denial of a hardship request, the Director or Assistant Director of the appropriate department will make the final determination. Home Forward's grievance procedure will be available for appeal.

The committee will consider each household's circumstances on a case-by-case basis. The committee will have a menu of recommended remedies to reduce a qualifying household's rent burden. These choices may include, but are not limited to, the following:

1. Set tenant rent to \$0 for a specific period of time. This option would not include a utility reimbursement.
2. Extend a utility reimbursement for a specific period of time.
3. Cap total shelter costs to not exceed 50% of income or other appropriate percentage for a specific period of time.
4. Reduction in the amount of tenant rent for a specific period of time.
5. Remove minimum rent for a specific period of time
6. Any combination of the above choices.

The time frames for hardship exemptions will be a minimum of 3 months, and a maximum of 12 months. Households may re-apply for another hardship exemption once their exemption expires.

In extraordinary cases, the hardship review committee may make a final recommendation to the director or assistant director of the appropriate department, who will have final approval when circumstances call for a deviation from this policy.

Hardship Exemption Decision Notification

Home Forward will send written notification of the hardship exemption determination. If the hardship exemption is denied, the notification will include information regarding the household's right to a hearing. If the household disagrees with the denial of the hardship exemption they have 14 days from the date of the determination letter to request an informal settlement conference.

Additional Documentation for Phase-in Households

After the first 12 month Phase-in households that qualified for Phase-in due to high medical/childcare expense or because of a large number of dependents and request a hardship exemption will be required to provide documentation that circumstances still exist (i.e. receipts for medical bills, receipts for childcare payments, etc.)

Based on the amount of receipts provided (i.e. for medical or childcare) and/or the number of dependents (\$480 per dependent) still in the household, the total will be calculated and the following chart will be used to assess the rent reduction:

Total Loss of Allowances/deductions	Rent reduction
\$10,000 +	\$200
\$9,000- \$9,999	\$175
\$8,000- \$8,999	\$150
\$7,000- \$7,999	\$125
\$6,000- \$6,999	\$100
\$5,000- \$5,999	\$75
\$4,000- \$4,999	\$50
\$3,000- \$3,999	\$25
\$1,920- \$2,999	\$0

6-II.F. UTILITY ALLOWANCES [24 CFR 965, Subpart E]

Overview

Utility allowances are provided to all households when the cost of utilities is not included in the rent. However, work-focused households in years 3 and beyond in their rent reform cycle will not be eligible for a utility allowance reimbursement.

Reasonable Accommodation [24 CFR 8]

On request from a family, Home Forward must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [PH Occ GB, p. 172].

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

Utility Allowance Revisions [24 CFR 965.507 and FY 2012 MTW Plan]

Changes to the utility allowance schedule will be applied to the tenant's rent at the next regularly scheduled recertification.

6-II.G. RENT CALCULATION FOR MIXED FAMILIES [24 CFR 5.520 and FY 2012 Annual Plan]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Home Forward must prorate the assistance provided to a mixed family. For any mixed family, regardless of the number of ineligible members, Home Forward will calculate the tenant

rent in accordance with the policies outlined in 6.II.B and 6.II.C but will add an additional surcharge \$1 per month to the total rent payment.

6-II.H. RENT CALCULATION FOR GOALS PARTICIPANTS

Please refer to Home Forward's Administrative Plan for information on the rent calculation of GOALS participants.

EXHIBIT 6-1**QUALIFYING EXPENSES FOR IDENTIFIED PHASE-IN HOUSEHOLDS**

This exhibit provides guidelines for determining what qualifying expenses are for phase-in households who request to receive a hardship exemption as a result of continuing circumstances. These guidelines are based upon the standard HUD regulations that were in place prior to Home Forward's implementation of rent reform through its FY 2012 MTW Plan. Unless a household had these qualifying expenses and deductions prior to the implementation of rent reform, these deductions and expenses will not be applicable.

MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses in combination with any disability assistance expenses may be deducted.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of *Medical Expenses*

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance." Home Forward uses the most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)]. The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work." If the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [24 CFR 5.611(a)(3)(ii) and PH Occ GB, p. 124].

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *PH Occupancy Guidebook* as follows: “Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals” [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work [HCV GB, p. 5-30].

Payments to Family Members

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are reimbursed by an outside source.

CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

Eligible Child Care Expenses

The type of care to be provided is determined by the tenant family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides.

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or tenant family 50 percent or more of the time.

Chapter 7

VERIFICATION

[24 CFR 960.259, 24 CFR 5.230, Notice PIH 2010-19]

INTRODUCTION

Home Forward must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and residents must cooperate with the verification process as a condition of receiving assistance. Home Forward must not pass on the cost of verification to the family.

Home Forward will follow the verification guidance provided by HUD in Notice PIH 2010-19 and any subsequent guidance issued by HUD. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by Home Forward. This chapter summarizes verification requirements and provides supplementary Home Forward policies.

Part I: General Verification Requirements: This part describes the general verification process.

Part II: Verifying Family Information: More detailed requirements related to individual factors are included in this section.

Part III: Verifying Income, Assets and Deductions: More detailed requirements related to rent and income calculation.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that Home Forward or HUD determines is necessary to the administration of the program and must consent to Home Forward verification of that information [24 CFR 960.259(a)(1)].

Consent Forms

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information or Home Forward's equivalent form. The purpose of form HUD-9886 and Home Forward's equivalent form is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and Home Forward may collect information from State Wage Information Collection Agencies and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, Home Forward will deny admission to applicants and terminate the lease of residents. The family may request a hearing in accordance with the Home Forward's grievance procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2010-19]

HUD authorizes Home Forward to use six methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires Home Forward to use the most reliable form of verification that is available and to document the reasons when Home Forward uses a lesser form of verification.

In order of priority, the forms of verification that Home Forward will use are:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification using a non-HUD system
- Written Third Party Verification (may be provided by applicant or resident)
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

Any documents used for verification must be the original or authentic and generally must be dated within the 60 day period preceding Home Forward's request date. The documents must not be damaged, altered or in any way illegible. Print-outs from web pages are considered original and authentic documents.

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification refers to Home Forward's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to Home Forward.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until Home Forward has independently verified the UIV information and the family has been granted the opportunity to contest any adverse findings through Home Forward's informal review/hearing processes.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for resident families. HUD requires Home Forward to use the EIV system in its entirety. The following policies apply to the use of HUD's EIV system.

EIV Income Reports

The data shown on income reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

Home Forward will obtain income reports for regularly scheduled recertifications on a monthly basis. Reports will be generated as part of the recertification process.

Income reports will be compared to family-provided information as part of the recertification process. Income reports may be used in the calculation of annual income, as described in Chapter 6. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6 and in this chapter.

Income reports will be used in interim recertifications to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in resident files with the applicable recertification documents.

When Home Forward determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15.

EIV Discrepancy Reports

The EIV discrepancy report is a tool for identifying families that may have concealed or underreported income. Data in the discrepancy report represents income for past reporting periods and may be between 6 and 30 months old at the time reports are generated.

Families that have not concealed or underreported income may appear on the discrepancy report in some circumstances, such as loss of a job or addition of new family members.

Income discrepancies may be identified through use of the EIV “Income Discrepancy Report” or by review of the discrepancy tab for the individual family. Home Forward will generate the Income Discrepancy Report regularly. Home Forward will review the EIV discrepancy tab during processing of recertifications.

When it appears that a family may have concealed or underreported income, Home Forward will request independent written third-party verification of the income in question.

EIV Identity Verification

The EIV system verifies resident identities against Social Security Administration (SSA) records. These records are compared to Public and Indian Housing Information Center (PIC) data for a match on social security number, name, and date of birth.

Upfront Income Verification Using Non-HUD Systems

In addition to mandatory use of the EIV system, HUD encourages Home Forward to utilize other upfront verification sources and Home Forward maximizes the use of these systems.

Home Forward will receive consent from all applicants and residents of its use of the following UIV resources during the admission and recertification process:

- HUD’s EIV system
- Systematic Alien Verification for Entitlements (S.A.V.E.)
- Oregon Department of Human Services-Fast Path
- Oregon Employment Department
- Oregon Child Support Program
- The Work Number

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

HUD’s current verification hierarchy defines two types of written third-party verification. The more preferable form, “written third-party verification,” consists of an original document generated by a third-party source, which may be received directly from a third-party source or provided to Home Forward by the family. If written third-party verification is not available, Home Forward must attempt to obtain a “written third-party verification form.” This is a standardized form used to collect information from a third party.

Written Third-Party Verification [Notice PIH 2010-19]

Written third-party verification documents must be original or authentic and may be supplied by the family or received from a third-party source.

Examples of acceptable resident-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit

verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

Home Forward may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Third-party documents provided by the family must be dated within the 60 day period preceding Home Forward's request date.

If Home Forward determines that third-party documents provided by the family are not acceptable, Home Forward will explain the reason to the family and request additional documentation.

Written Third-Party Verification Form

When upfront verification is not available and the family is unable to provide written third-party documents, Home Forward must request a written third-party verification form. HUD's position is that this traditional third-party verification method presents administrative burdens and risks which may be reduced through the use of family-provided third-party documents.

A written third-party verification form is mandatory when there is an unreported source of income or a substantial difference in reported income and there is no UIV or resident-provided documentation to support the income discrepancy.

Home Forward may mail, fax, or e-mail third-party written verification form requests to third-party sources. Home Forward will send third-party verification forms directly to the third party. Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by Home Forward.

Oral Third-Party Verification [Notice PIH 2010-19]

For third-party oral verification, Home Forward will contact sources, identified by UIV techniques or by the family, by telephone or in person.

Oral third-party verification is mandatory if neither form of written third-party verification is available. Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time.

Home Forward will document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

7-I.E. SELF-CERTIFICATION

Self-certification, or "resident declaration," is used as a last resort when Home Forward is unable to obtain third-party verification. When Home Forward relies on a resident declaration for

verification of income, the family's file must be documented to explain why third-party verification was not available.

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to Home Forward. The Agency may require a family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to Home Forward and must be signed by the family member whose information or status is being verified.

PART II: VERIFYING FAMILY INFORMATION

7-II.A. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and Notice PIH 2010-3]

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Home Forward must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual, along with other identifying information of the individual
- Such other evidence of the SSN as HUD may prescribe in administrative instructions

Home Forward may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, or is not legible, or if the document appears to be forged. Home Forward will explain to the resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to Home Forward within 90 days.

When the resident requests to add a new household member who is under 6 and has an SSN or is over 6 years of age, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. Home Forward may not add the new household member until such documentation is provided.

When a resident requests to add a new household member who is under the age of 6 who has not yet been assigned an SSN, the resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if Home Forward determines that the resident's failure to comply was due to unforeseen circumstances and was outside of the resident's control. During the period Home Forward is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

Social security numbers must be verified only once during continuously-assisted occupancy.

Home Forward will verify each disclosed SSN by:

- Obtaining documentation from applicants and residents that is acceptable as evidence of social security numbers
- Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

7-II.B. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for minor family members. The preferred form of age verification for adults is a government issued photo ID. Age must be verified only once during continuously-assisted occupancy.

In extenuating circumstances Home Forward will accept documents issued by federal, state, or local government agencies, which contains the name and age of the individual, along with other identifying information of the individual.

7-II.C. FAMILY RELATIONSHIPS

Applicants and residents are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in Chapter 3. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Certification by the head of household is normally sufficient verification. If Home Forward has reasonable doubts about a marital relationship, Home Forward will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married.

Separation or Divorce

Certification by the head of household is normally sufficient verification. If Home Forward has reasonable doubts about a separation or divorce, Home Forward will require the family to document the divorce, or separation. A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill). The adult member who will be leaving the family is generally required to sign a notice of intent to vacate.

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.D. VERIFICATION OF STUDENT STATUS

Home Forward requires families to provide information about the student status of all full-time students. This information will be verified only if the family claims full-time student status for an adult other than the head, spouse, or co-head.

7-II.E. DOCUMENTATION OF DISABILITY

Home Forward must verify the existence of a disability for multiple reasons in the public housing program that are described throughout this ACOP. Home Forward is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. Home Forward may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. Under no circumstances will Home Forward request a resident's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' Web site at www.os.dhhs.gov.

Home Forward may make the following inquiries, provided it makes them of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiry about whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiry about whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of disability benefits from the Social Security Administration (SSA) is sufficient for verification of disability [VG, p. 23].

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See Chapter 3: Eligibility for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.F. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]**Overview**

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See Chapter 3: Eligibility for detailed discussion of eligibility requirements. This chapter discusses HUD and Home Forward verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

Home Forward may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless Home Forward receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants***Documents Required***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance.

Home Forward Verification [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.B. of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, Home Forward must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

Home Forward will follow all USCIS protocols for verification of eligible immigration status.

7-II.G. EMPLOYMENT/EDUCATION/TRAINING PREFERENCE

Households qualify for the Employment/Education/Training preference by meeting one of the following requirements:

- The head, spouse or co-head has been employed for a minimum of three months and working an average of 30 hours per month or more.
- The head, spouse or co-head is actively engaged in an employment, education or training program. Please refer to Home Forward's Administrative Plan for additional information on qualifying programs.

7-II.H. VERIFICATION OF PREFERENCE STATUS

Home Forward must verify any preferences claimed by an applicant. Preferences will be verified in the following manner:

- Preference: Households with a member of the family who has a documented terminal illness (life expectancy 12 months or less)
 - Verified by reviewing Priority Verification Due to Health form requiring a physician's certification.
- Preference: Households with a member of the family who has a documented need for a wheelchair accessible unit.
 - Verified by reviewing Priority Verification Requiring Unit with Accessible Features form requiring a physician's certification.
- Preference: Families that are currently served (or have been certified or have reached the top of the waiting list) in other permanent housing assistance program administered by Home Forward when the other program is unable to serve the family and when such assistance is necessary for Home Forward to appropriately house the family. This preference requires approval of Directors of both programs.
 - Verified by approval of Directors of both programs but might require additional verification such as reasonable accommodation or VAWA documentation.
- Preference: Eligible Family, Senior and People with Disabilities Households
 - Verified by family composition documentation, disability and verification of age as described in Chapter 3 and this Chapter.
- Preference: Eligible Single Households
 - Verified by family composition documentation as described in Chapter 3

- Preference: Households who have been pre-approved for the Congregate Housing Services program.
 - Verified by reviewing referral from Impact Northwest.
- Preference: Homeless persons at the time of application and score on the Vulnerability Assessment Tool with more vulnerable applicants being ranked above less vulnerable applicants.
 - Verified by reviewing assessment results from the Coalition of Community Health Clinics and completed verification of homelessness document.
- Preference: Employment/Education/Training
 - Verification of employment through the Oregon Employment Department. Applicants will be given an opportunity to verify employment when it is not possible to verify it through the Oregon Employment Department.
 - Third party verification of active participation in an employment, education or training program or the completion of such within the past year.
- Preference: Households referred through an established agreement with community partners for the purpose of providing service-enriched housing
 - Verification of referral from the service provider.
- Preference: Households who lived in the community upon activating public housing subsidy
 - Verification of eligibility for public housing as described in Chapter 3 and currently living in the community.

PART III: VERIFYING INCOME, ASSETS, AND DEDUCTIONS**7-III.A. INCOME AND ASSETS**

Please refer to Home Forward's Administrative Plan for information on verifying income including; earned income, business income, periodic payments, payments in lieu of earnings, welfare assistance, alimony or child support, income from excluded sources, and assets.

7-III.B. MANDATORY DEDUCTIONS

Please refer to Home Forward's Administrative Plan for information on verifying mandatory deductions including: dependent and elderly/disabled deductions, medical expenses, disability assistance and childcare expenses.

Chapter 8

LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

INTRODUCTION

Public housing leases are the basis of the legal relationship between Home Forward and the resident. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations and any MTW flexibility afforded to Home Forward through its MTW Agreement and Plans.

HUD rules also require Home Forward to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, Home Forward may require additional inspections under certain circumstances.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and Home Forward's policies pertaining to lease execution, modification, and payments under the lease.

Part II: Inspections. This part describes Home Forward's policies for inspecting dwelling units.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, Home Forward requirements and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term [24 CFR 966.4(a)(2)].

Part I of this chapter contains regulatory information, when applicable, as well as Home Forward's policies governing leasing issues.

8-I.B. LEASE ORIENTATION

After unit acceptance but prior to occupancy, a Home Forward representative will provide a lease orientation to the family. All adults are required to attend the orientation. It is the Applicant's responsibility to request a rescheduled appointment, if necessary. If the Applicant does not request/confirm the rescheduled appointment, or misses an appointment and does not contact Home Forward, the Agency has the right to cancel the application. Cancellation of the application means that the household is removed from the waiting list and must reapply. Applicants will be notified, in writing, if their application has been canceled for these reasons.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the Lease and addendums including:
 - No Smoking Lease Addendum
 - Apartment Community Rules
 - Any other applicable addendums
- A copy of Home Forward's grievance procedure
- A copy of the pamphlet *Protect Your Family From Lead in Your Home*
- Fraud notice
- A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19
- Fair Housing information
- Maintenance service requests and resident maintenance charges
- Information about the protections afforded by the Violence against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault and stalking
- Other forms as applicable

Topics to be discussed will include:

- Applicable deposits and other charges
- Review and explanation of lease provisions
- Unit maintenance and work orders
- Home Forward's reporting requirements
- Explanation of occupancy forms
- Determination of Resident Rent

8-I.C. EXECUTION OF LEASE

The lease must be executed by the resident and Home Forward, except for automatic renewals of a lease [24 CFR 966.4(a)(3)]. The lease renews automatically annually regardless of a household's recertification cycle.

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one Home Forward unit to another.

The lease must state the composition of the household as approved by Home Forward (family members and any Home Forward-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and Home Forward will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to Home Forward assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the participant family member and holds no rights to the subsidy/assistance should the household member leave the unit for any reason.

All Home Forward residents are required to sign a No Smoking Lease Addendum which informs them that all Home Forward units and communities are smoke-free.

8-I.D. MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the resident and Home Forward [24 CFR 966.4(a)(3)].

Modifications to the Lease Form

Home Forward may modify its lease from time to time. However, Home Forward must give residents 30 days advance notice of the proposed changes and an opportunity to comment on the changes. Home Forward must also consider any comments before formally adopting the new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease

revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, are required by HUD, or are authorized through Home Forward's MTW Agreement and Plans is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each resident; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and residents on request [24 CFR 966.5].

Other Modifications

The lease will be amended to reflect all changes in family composition. Home Forward will create an amendment to the lease known as the lease rider.

Adding Household Members

To ensure the integrity of the waiting list, Home Forward requires the family to live at a site for at least six months before submitting a request to add a household member.

Exceptions will be made in the case of a birth, adoption or court-awarded custody, or if a family member has been displaced due to a nationally or locally declared natural disaster (e.g., wildfire). Home Forward may give written permission before or after the six-month period for a person to stay in the unit as a guest, without being added to the lease on a probationary basis.

Residents who fail to notify Home Forward of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease.

All new household members will have eligibility determined in accordance with the criteria outlined in Chapter 3 and all members age 15 and older will be subject to Home Forward screening criteria. If the household adds a member who is 18 years of age or older, Home Forward will create a new lease and require all members 18 and older to sign the lease. If a household member is under 18, Home Forward will create a lease rider.

Home Forward does not permit Residents to allow a guest who has been excluded from that Home Forward property to visit or occupy a unit at that property for any period of time. Violation of this policy is grounds for termination of the lease.

Removing Household Members

If a member of the household who is 18 years of age or older ceases to reside in the unit, Home Forward will create a new lease and require all members 18 and older to sign a new lease. If a household member is under 18 years of age and ceases to reside in the unit, Home Forward will create a lease rider. Generally, Home Forward also will require that any adult who requests to be removed from the lease sign documentation indicating their intent to move out of the unit.

Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may not be readmitted to the unit and must reapply as a new applicant household for placement on the waiting list. Residents must provide legal documentation or proof of permanent placement elsewhere for minor children who will be away from the unit more than six months to be removed from the lease.

Households are required to report a legal separation or divorce immediately and Home Forward will counsel the household regarding its policies to determine which household will maintain the dwelling unit. If Home Forward is reasonably convinced that a household member has moved out of the unit, Home Forward will remove the household member from the lease.

Additional policies governing when and how changes in family composition must be reported are contained in Chapter 9.

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

Home Forward's lease requires security deposits. In accordance with State law, the security deposit will be refunded to the resident when the family vacates the unit, on the following conditions: the premises and equipment must have been cleaned, repaired, and left in good condition (normal wear and tear excepted). Any unpaid rent, cleaning, damage or other charges owed to Home Forward will be deducted from the deposit.

Security deposits are established at the following amounts:

Unit Size	Deposit Amount
Efficiency	\$100
Efficiency at The Apartments at Bud Clark Commons	\$0
1 bedroom	\$100
2 bedroom	\$175
3 bedroom	\$200
4 and 5 bedroom	\$250

In addition, key deposits may be required and vary by community. Pet deposits are discussed in Chapter 10.

8-I.F. PAYMENTS UNDER THE LEASE**Rent Payments [24 CFR 966.4(b)(1)]**

Families must pay the amount of the monthly rent determined by Home Forward. The amount of the rent is subject to change in accordance with HUD requirements and Home Forward policies utilizing MTW authority.

The lease must specify the initial amount of the resident rent at the beginning of the initial lease term, and Home Forward must give written notice stating any change in the amount of resident rent and when the change is effective. If a family's rent changes, Home Forward will notify the family of the new amount and will execute a lease rider.

Rent is due and payable, without demand or billing, on the first of the month and must be paid on time. If rent is not paid by the end of the 5th day of the month, a late fee will be imposed.

Partial payments will not be accepted without prior written approval. Home Forward will not accept cash payments or payment in any form from a third party individual without prior written approval. If a personal check is returned due to insufficient funds an "NSF" fee will be imposed in all situations where a late fee is not applicable. If a second personal check is returned due to insufficient funds, personal checks will no longer be accepted, and Resident will be required to make all future payments with cashier's check or money order.

Commencing no sooner than on the sixth day of the rental period, the Landlord may give a 14-day written notice of nonpayment and the Landlord's intention to terminate this Agreement if the rent is not paid within that period.

If the Resident fails to report the facts upon which the rent is based so that the rent received is less than should be paid, upon the first instance of such failure an increase in rent may be made retroactive to the appropriate date, and the total amount becomes due and payable immediately upon written notice to resident. A repeat instance of failure to report such facts, or any misrepresentation of such facts, shall be cause for termination of this lease, regardless of successful payment of retroactive amounts due.

Charges, other than rent, for late fees, damages caused by Resident or any member of the household or a guest, excess utilities, excess garbage charges, towing charges, yard maintenance charges, "NSF" fees, and other reasonable charges, are due and payable within 15 days of delivery of written notice of charges to the Resident.

The lease must provide that late payment fees are not due and collectible until two weeks after Home Forward gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

Maintenance and Damage Charges

Home Forward charges residents for maintenance and repair beyond normal wear and tear. [24 CFR 966.4(b)(2)]. Maintenance and repair charges are determined by adding the cost of required labor and materials.

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and residents on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after Home Forward gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

PART II: INSPECTIONS

8-II.A. OVERVIEW

HUD rules require Home Forward to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, Home Forward may require additional inspections under certain circumstances. This part contains Home Forward's policies governing inspections, notification of unit entry, and inspection results.

8-II.B. TYPES OF INSPECTIONS

Move-In Inspections [24 CFR 966.4(i)]

The lease must require Home Forward and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by Home Forward and the resident, must be provided to the resident and be kept in the resident file. Residents are required to be present for move-in inspections [24 CFR 966.4(i)].

Move-Out Inspections [24 CFR 966.4(i)]

Home Forward must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the resident vacates without notice to Home Forward. The Agency must provide to the resident a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

Annual Inspections

Home Forward is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS) [24 CFR 902.43(a)(4)]. For The Apartments at Bud Clark Commons, inspections will be conducted on a more frequent basis.

Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame. Supervisory quality control inspections may be conducted by Home Forward.

Special Inspections

Home Forward may conduct a special inspection for any of the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance

- Pest Control
- Routine maintenance
- There is reasonable cause to believe an emergency exists
- Pre-vacate inspection

Other Inspections

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

8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS

Notice of Entry

Non-emergency Entries [24 CFR 966.4(j)(1)]

Home Forward may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of Home Forward's entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

Emergency Entries [24 CFR 966.4(j)(2)]

Home Forward may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, Home Forward must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Attendance at Inspections

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes. Generally, Home Forward prefers that at least one adult member be present during an inspection if children are at home during the scheduled inspection time. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

8-II.D. INSPECTION RESULTS

Home Forward is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Emergency Repairs [24 CFR 966.4(h)]

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the resident must immediately notify Home Forward of the damage, and Home Forward must make repairs within a reasonable time frame.

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

If Home Forward cannot make repairs quickly, the Agency must offer the family standard alternative accommodations. If Home Forward can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

When conditions in the unit are hazardous to life, health, or safety, Home Forward will make repairs or otherwise abate the situation within 24 hours.

Non-emergency Repairs

Home Forward will correct non-life threatening health and safety defects. If Home Forward is unable to make repairs due to circumstances beyond the Agency's control (e.g. required parts or services are not available, weather conditions, etc.) Home Forward will notify the family of an estimated date of completion. The family must allow Home Forward access to the unit to make repairs.

Resident-Caused Damages

Damages to the unit beyond wear and tear will be billed to the resident in accordance with the policies in 8-I.F under Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, Home Forward will provide proper notice of a lease violation.

A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. If a resident shows a consistent pattern of failing housekeeping inspections it is possible that monthly or quarterly inspections will be scheduled to assure the housekeeping issues have been remedied

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector.

Chapter 9

RECERTIFICATIONS

[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION

Home Forward is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. Home Forward has adopted policies concerning the processing of recertifications that are in alignment with flexibility approved through the Agency's Moving to Work (MTW) Agreement and Plans.

This chapter discusses both regularly scheduled recertifications, interim recertifications and the recalculation of resident rent.

Part I: Regularly Scheduled Recertifications. This part discusses the requirements for recertification of income and family composition for work-focused and seniors and disabled households.

Part II: Interim Recertifications. This part includes policies related to when a family may and must report changes that occur between recertifications.

Part III: Recalculating Resident Rent. After gathering and verifying required information for recertifications, Home Forward must recalculate the resident rent. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a recertification.

Policies governing reasonable accommodation, family privacy, required family cooperation and program abuse, as described elsewhere in this ACOP, apply to regularly scheduled and interim recertifications.

PART I: REGULARLY SCHEDULED RECERTIFICATIONS**[24 CFR 960.257 AND FY 2012 MTW PLAN]****9-I.A. OVERVIEW**

In accordance with Home Forward's FY 2012 MTW Plan, the Agency has adopted triennial recertifications for households designated as senior and persons with disabilities, biennial recertifications for work-focused households and annual recertifications for certain zero income households. Home Forward is required to obtain information needed to conduct recertifications. How that information will be collected is left to the discretion of Home Forward. Families are required to provide current and accurate information on income, family composition and other continued eligibility requirements as part of the recertification process [24 CFR 960.259]. This part contains Home Forward's policies for conducting recertifications.

9-I.B. RECERTIFICATION CYCLES BY HOUSEHOLD TYPE**Triennial Recertifications for Senior and People with Disabilities Households**

Households with a head, co-head or spouse listed on the lease who is 55 or older ("Senior"), or is disabled as defined by HUD will have triennial recertifications. Although these households will be recertified triennially, households may request an interim recertification for reasons outlined in Part II of this Chapter.

Biennial Recertifications for Work Focused Households

A household in which the head, co-head, or spouse listed on the lease is not at least 55 years old or who is not disabled as defined by HUD will be considered a work-focused household. Work-focused households will be recertified on a biennial basis. Although these households will be recertified biennially, households may request an interim recertification for reasons outlined in Part II of this Chapter.

9-I.C. SCHEDULING RECERTIFICATIONS

Home Forward will review household continued eligibility on a regular basis. Households will be scheduled for an appointment with Home Forward at least 60 days prior to the recertification due date. Home Forward may also schedule a recertification for completion prior to the recertification due date for administrative purposes.

Notification of and Participation in the Recertification Process

Home Forward is required to obtain information needed to conduct recertifications. How that information will be collected is left to the discretion of Home Forward. However, Home Forward should give residents who were not provided the opportunity the option to complete Form HUD-92006, "Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants" at this time [Notice PIH 2009-36].

The head of household and all family members 18 and older shall be present for the recertification appointment and/or make arrangements that are agreed upon with Home Forward. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact Home Forward to request a reasonable accommodation.

Notification of recertification interviews will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact Home Forward in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview Home Forward will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without Home Forward approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the interview process.

9-I.D. CONDUCTING RECERTIFICATIONS

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

Families will be asked to bring all required information (as described in the recertification notice) to the recertification appointment. The required information will include Home Forward's designated recertification form, an Authorization for the Release of Information/Privacy Act Notice or Home Forward's equivalent form, as well as supporting documentation related to the family's income, expenses and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within the timeframe required by Home Forward. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified. These include:

- Legal identity
- Age
- Social security numbers
- Citizenship or immigration status

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Home Forward may use the results of the

recertification to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

9-I.E. RENT CHANGE EFFECTIVE DATES FOR REGULARLY SCHEDULED RECERTIFICATIONS

As part of the recertification process, Home Forward must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

Generally, families will be notified at least 30 days in advance of any increase in resident rent. However, if the family causes a delay in processing the recertification, increases in the family share of the rent will be applied retroactively, to the scheduled effective date of the recertification. Generally, if a recertification results in a decrease in resident rent, the decrease will be effective the first of the following month provided that complete information is provided by the household in a timely manner.

PART II: INTERIM RECERTIFICATIONS [24 CFR 960.257; 24 CFR 966.4]**9-II.A. OVERVIEW**

Family circumstances may change throughout the period between recertifications. HUD and Home Forward policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances Home Forward must process interim recertifications to reflect those changes. HUD regulations also permit Home Forward to conduct interim recertifications of income or family composition at any time.

This part includes HUD and Home Forward policies describing what changes families are required to report, what changes families may choose to report, and how Home Forward will process interim recertifications.

9-II.B. CHANGES IN HOUSEHOLD COMPOSITION AND INCOME

Families are required to report all changes in household composition and any increase in income for zero-income households. Home Forward may process interim recertifications for changes in family composition, decreases in income, and increases in income for certain household types. In addition to family initiated interim recertifications, Home Forward may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a resident fraud complaint. Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

Changes in Family Composition

It is the Resident's responsibility to report changes in family composition immediately; however, households must request and obtain approval in writing prior to adding household members. When any new family member is added or removed, Home Forward will conduct a recertification to determine any increase or decrease associated with family share of rent that may have resulted from the change in family composition. Home Forward may make exception to the policies listed below if the Agency determines the circumstances are justified by the relationship, sex, age, health or disability of household members. The household must provide written documentation justifying the exception before an exception will be considered. Please see Chapter 8 for requirements related to the lease for adding and removing household members.

Decreases in Income

Households should report all decreases in income. Any decrease in income that is expected to be of duration longer than 45 days will be processed by Home Forward.

Increases in Income

Certain household types may have interims processed for increases in income. These are households that have zero countable income and participants of the Great Opportunities to Advance, Learn and Succeed (GOALS) program.

Zero Income

Families with zero countable income are required to report in writing any new income within 10 business days of the date the change takes effect. Home Forward will conduct interim recertifications in these cases.

If the family has reported zero income, Home Forward will conduct a zero-income interview regularly as long as the family continues to report that they have no income or until the minimum tenant rent requirement commences. If there is a change in income, Home Forward will conduct an interim recertification.

Participants in GOALS

If a GOALS participant reports an increase in earned income that would put them over the “strike point” staff will conduct an interim recertification.

Rent Change Effective Dates for Interim Recertifications

Home Forward must make the interim recertification effective within a reasonable time after the family request [24 CFR 960.257(b)].

Generally, families will be notified at least 30 days in advance of any increase in resident rent. However, if the family causes a delay in processing the recertification, increases in the family share of the rent will be applied retroactively, to the effective date of the recertification.

If the change results in a rent decrease, the new rent will become effective on the first day of the month following the completion of the interim recertification review. In order to complete the interim recertification, all verifications must be provided to the property by the 15th of the month.

Home Forward-Initiated Interim Recertifications

In addition to family initiated interim recertifications, Home Forward may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a resident fraud complaint. Home Forward may also conduct an interim recertification to reflect cost of living adjustments as authorized by the Agency’s MTW Agreement and Plans. Finally, Home Forward may conduct interim recertifications in alignment with the Agency’s rent reform transition period policies outlined in the FY 2012 MTW Plan.

PART III: RECALCULATING RESIDENT RENT

9-III.A. OVERVIEW

Home Forward must recalculate the rent amount based on the income information received during the recertification process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a recertification.

9-III.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]

The resident rent calculations must reflect any changes in Home Forward's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established. Revised utility allowances will be applied to a family's rent calculations at the next regularly scheduled recertification after the allowance is adopted.

9-III.C CHANGES IN CEILING RENT/PAYMENT STANDARD

Using MTW flexibility, public housing ceiling rents are set to the Housing Choice Voucher program's payment standards. Changes in ceiling rent amounts will be applied at the next regularly scheduled recertification no sooner than 90 days after the published Housing Choice Voucher effective date.

9-III.D CHANGES IN RENT REFORM PROGRAM YEAR AND HOUSEHOLD TYPE

At the time of rent reform implementation all next reexamination dates will be scheduled and maintained throughout participation in rent reform. This critical date is linked to year of participation and rent calculation methodology and cannot be changed.

Changes in household type and rent reform program year will only apply at the family's next regularly scheduled reexamination. Changes in household type and rent reform year will not be applied at the time of a move / transfer unless the transfer coincides with the family's regularly scheduled reexamination.

If the household was previously a participant in Home Forward's Housing Choice Voucher program and is continually assisted the household will default to the start of the most recent rent reform program year.

9-III.E NOTIFICATION OF NEW RESIDENT RENT

The public housing lease requires Home Forward to give the resident written notice stating any change in the amount of resident rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When Home Forward re-determines the amount of rent (Total Resident Payment or Resident Rent) payable by the resident, not including determination of Home Forward's schedule of Utility Allowances, or determines that the resident must transfer to another unit based on family composition, Home Forward must notify the resident that the resident may ask for an explanation stating the specific grounds of Home Forward's determination, and that if the resident does not agree with the determination, the resident shall have the right to request a hearing under Home Forward's grievance procedure [24 CFR 966.4(c)(4)].

9-III.F. DISCREPANCIES

During a recertification, Home Forward may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, Home Forward may discover errors made by the Agency. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

Chapter 10

PETS AND SERVICE, ASSISTANCE AND COMPANION ANIMALS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains Home Forward's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of Home Forward to provide a decent, safe and sanitary living environment for all residents, and to protect and preserve the physical condition of the property, as well as the financial interest of Home Forward.

The chapter is organized as follows:

Part I: Pet Policies for All Communities. This part includes pet policies that are common to all public housing communities.

Part II: Service, Assistance and Companion Animals. This part explains the difference between service, assistance and/or companion animals and pets and contains policies related to the designation of a service, assistance and/or companion animal as well as their care and handling.

PART I: PET POLICIES FOR ALL COMMUNITIES

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-I.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership and maintenance of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. This part contains pet policies that apply to all developments. Home Forward permits the individual ownership of common household pets, but requires that this ownership not interfere with the rights of neighbors and residents to clean, quiet, and safe surroundings. No feral (untamed or wild) animals will be approved.

10-I.B. MANAGEMENT APPROVAL OF PETS**Registration of Pets**

A Resident must provide required documentation as requested on Home Forward's Animal Registration and Authorization Form, A-52A, and receive Home Forward approval before bringing any pet to a leased Home Forward unit. The Resident must also provide a current A-52A at the regularly scheduled recertification or upon request. A photo of the cat or dog will be placed in the Resident's file. The Resident must always keep inoculations and licenses current. The Resident must be prepared to present this information, whenever requested. Failure to do so may result in eviction action concerning the Resident. In addition to the Animal Registration Form, Home Forward requires the following information:

- Licensure with Multnomah County
- Inoculation against rabies, distemper, parvo virus, others as applicable
- Certification of Neutering/spaying
- Documentation of present weight and height

Failure to comply with these requirements may result in eviction action concerning the Resident.

Refusal to Register Pets

Home Forward will refuse to register a pet if:

- The pet is not *a common household pet* as defined
- Keeping the pet would violate any pet restrictions listed in this policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- Home Forward reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's

temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If Home Forward refuses to register a pet, a written notification will be sent to the pet owner. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with Home Forward's grievance procedures.

Pet Deposit

A Resident must pay Home Forward \$100, for a cat or a dog, as a pet deposit when the cat or dog is approved. This deposit is refundable at the time Resident moves or disposes of the pet, less any charges for pet-related damage or costs incurred by Home Forward for pet disposition. The Public Housing Program does not accept partial payments or installment payment of Pet Deposits.

10-I.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

Home Forward may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that Home Forward classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

Home Forward may not require pet owners to have any pet's vocal cords removed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize Housing Forward to define the term [24 CFR 5.306(2)].

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles (excluding turtles and lizards less than 12 inches long)
- Rodents (excluding guinea pigs, hamsters and gerbils)
- Insects
- Arachnids
- Wild animals or feral animals

- Pot-bellied pigs
- Animals used for commercial breeding

Permitted Ownership

Home Forward has established the following standards for common household pet ownership:

- Dog
 - Maximum number - one (1)
 - Maximum adult weight - under 25 pounds or under 20" high, head to floor
 - Must be housebroken
 - Must be spayed or neutered. Home Forward will not approve a dog (puppy) which is too young to be spayed or neutered.
 - Must have all required inoculation
 - Must be currently licensed at all times per State law and local ordinance
 - Certain species of dogs not permitted as pets including:
 - German Shepherd, Rottweiler, Doberman Pinscher, Pit Bull, Chow, Spitz; a mix of these breeds; dogs trained to attack; or others, as Home Forward may determine.
- Cat
 - Maximum number - one (1)
 - Maximum adult weight - under 25 pounds or under 20" high, head to floor
 - Must be spayed or neutered. Home Forward will not approve a cat (kitten) which is too young to be spayed or neutered.
 - Must have all required inoculations.
 - Must be trained to use a litter box or other waste receptacle
 - Must be currently licensed at all times per State law or local ordinance
- Other allowable household pets are:
 - Fish
 - Bird
 - Guinea Pig
 - Hamster
 - Gerbil
 - Rabbit
 - Lizard (under 12 inches in length when full grown)
 - Turtle
 - Others, as otherwise determined appropriate by Home Forward.

Residents must agree to keep no more than one cat or one dog. Residents may own 3 birds (as under prior agreement) or Resident may keep a maximum of 2 other small animals. For example: 2 turtles, or 1 combination set such as 1 guinea pig and 1 hamster, or 1 rabbit and 1 turtle.

10-I.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with Home Forward policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Agreement

Residents who have been approved to have a pet must enter into a pet agreement with Home Forward or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of Home Forward's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with Home Forward's pet policy and applicable house rules may result in the withdrawal of Home Forward approval of the pet or termination of tenancy.

Pet Restraint

A cat or dog must be kept inside the Resident's apartment, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No pet is allowed in common areas except for leaving and/or entering a Resident's dwelling. No pet is allowed to be loose on the site, roadways, or in surrounding areas. When transported outside the unit, but not leashed, the cat or dog must be carried in a proper cage.

All other animals are to be confined in a cage or aquarium with a maximum capacity of 20 gallons. The Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas.

Pet Care

A Resident must provide care for the approved pet(s) in compliance with the Lease. Residents must not feed or water stray animals. Pets are only to be fed and cared for inside the respective pet owner's unit.

A Resident must promptly dispose of pet waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. Pet waste may not be placed in any garbage chute or toilet facility. If Home Forward cleans up animal waste from Home Forward's property, from a neighbor's property, or from the pet owner's property, the Resident owner of the identified pet will be charged. Home Forward has the right to inspect a pet owner's unit for compliance with Pet Rules. Examples include:

- When violation of the Pet Agreement is suspected
- When the conduct or condition of a pet constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community, and/or an "emergency" situation appears to exist
- If there are concerns for the pet's well-being
- If there is suspected damage to the unit.

Home Forward will notify the Resident of this inspection in accordance with the Resident Lease. Dogs and cats must wear evidence of current licensing. A pet shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behaviors.

It is the Resident's responsibility to make arrangements for the care of pets when the Resident is absent, and to notify the Site Manager of these arrangements. A pet may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the pet.

If Home Forward determines that a concern or a pet rule violation exists, Home Forward will notify the owner. If the owner cannot be reached, Home Forward may contact the "person to call in emergency" listed on the pet registration/authorization form to attend to, or remove the animal. If Home Forward is unable to reach either above person, Home Forward may contact any authorized state or local agency to take custody of the animal. Home Forward accepts no responsibility for pets which need to be removed.

Pet-Related Liability Insurance (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Resident, neighbor, Home Forward visitor, guest or staff person, or to Home Forward property. It is strongly recommended that a Resident, who owns a dog or cat, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

Visiting Pets

Visiting pets are not permitted under any circumstances.

Termination of Tenancy

Home Forward may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease
- The pet has not been registered with Home Forward

PART II: SERVICE, ASSISTANCE AND COMPANION ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705]

10-II.A. OVERVIEW

This part discusses situations under which permission for a service, assistance or companion animal (SAC) may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Service, assistance and companion animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to Home Forward's pet policies described in Part I of this chapter [24 CFR 5.303; 960.705].

10-II.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

Home Forward may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

Home Forward's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation

- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

Home Forward has the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the family, and the family must request and Home Forward approve a reasonable accommodation in accordance with the policies contained in Chapter 2 before bringing an assistance animal to the leased Housing Forward unit. A photo of the animal will be placed in the Resident's file. A Resident must assure that the following are current, as applicable:

- Licensure with Multnomah County, as applicable
- Inoculation against rabies, distemper, and parvo virus
- Certification of neutering/spaying

Deposit

Home Forward does not require a deposit for a service/assistive/companion (SAC)-approved animal. However, when a Resident moves or no longer needs the SAC animal, the Resident is responsible for any charges for SAC animal-related damage or costs incurred by Home Forward for repair or disposition of the SAC animal.

10-II.C. SAC ANIMAL RESTRAINT AND CARE

SAC Animal Restraint

The assistance animal must be kept inside the Resident's apartment, or if outside, always kept on a leash, secured in surrounding yard, as applicable to the site, and always under the continuous and complete control of the owner or handler. No SAC animal is allowed in common areas except for leaving and/or entering a Resident's dwelling, or while directly providing assistance to the owner with a disability. No SAC animal is allowed to be loose on the site, roadways, or in surrounding areas. SAC animals that are transported outside the unit, but are not leashed, must be carried in a proper cage. A Resident may not construct cages, containers, perches, etc. outside the unit or anywhere on the development site, unit porch, or yard areas for the SAC animal.

SAC Animal Care

A SAC animal is permitted as a reasonable accommodation for a person with a disability when approved by Home Forward. The owner of a SAC animal must care for the animal in a Lease-compliant manner. Only a specific designee shall assist the disabled Resident in the care of the SAC animal. Residents may not care for the SAC animals of non-Home Forward residents. The SAC animal shall not be left in the care of another Home Forward Resident in that Resident's unit.

SAC animals are only to be fed and cared for inside the respective owner's unit. A Resident must promptly dispose of SAC animal waste (including litter) by placing it in a sealed plastic bag, and placing it in a proper trashcan or dumpster on-site. SAC animal waste may not be placed in any garbage chute or toilet facility. If Home Forward cleans up animal waste from Home Forward's property, from a neighbor's property, or from the SAC animal owner's property, the Resident owner of the identified SAC animal will be charged.

Home Forward has the right to inspect an SAC animal owner's unit for compliance with these SAC Rules. Examples include:

- When violation of the SAC animal agreement is suspected;
- When the conduct or condition of an SAC animal constitutes a nuisance or a threat to the health, safety or peaceful enjoyment of the premises by other Residents or persons in the community
- If there are concerns for the SAC animal's well-being
- If there is suspected damage to the unit.

Home Forward will notify the Resident of this inspection in accordance with the Resident Lease. The SAC animal must wear evidence of current licensing. The SAC animal shall not be permitted to interfere with the peaceful enjoyment of other Residents or neighbors by barking, howling, biting, scratching or exhibiting other nuisance activities or behaviors.

It is the Resident's responsibility to make arrangements for care of SAC animals when the Resident is absent, and to notify the Site Manager of these arrangements. The SAC animal may not be left unattended for an unreasonable period of time. "Unreasonable" will depend on the circumstances of each case and the nature of the SAC animal.

If Home Forward determines that a concern or a rule violation exists, Home Forward will notify the owner. If the owner cannot be reached, Home Forward may contact the "person to call in emergency" listed on the Reasonable Accommodation approval form, A-65, to attend to, or remove the animal. If Home Forward is unable to reach either above person, Home Forward may contact any authorized state or local agency to take custody of the animal, or Home Forward may enter the unit and remove the animal. Home Forward accepts no responsibility for SAC animals so removed.

SAC Animal-Related Liability Insurance (Renter's Insurance)

A SAC animal owner may be liable for any injury or damage his/her animal causes to the person or property of another Resident, neighbor, Home Forward visitor, guest or staff person, or to Home Forward property. It is strongly recommended that a Resident, who owns a SAC animal, purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of his/her choice.

Chapter 11

SPECIAL PROGRAMS and COMMUNITY SERVICE REQUIREMENTS

INTRODUCTION

Home Forward administers multiple special programs in its public housing portfolio including GOALS, Congregate Supportive Housing, The Apartments at Bud Clark Commons, and Permanent Supportive Housing programs. Additionally, certain Home Forward communities have restrictions placed upon them due to the method in which the community was financed. As a result, public housing residents who live in these communities may be subject to additional reporting and verification requirements.

This chapter also explains HUD regulations requiring PHAs to implement a community service program for all nonexempt adults living in Public Housing.

All special programs are described in this chapter. Unless specified in this chapter, Special Programs are administered in alignment with the policies outlined in this ACOP.

Part I: Overview of Home Forward's Special Programs: This part includes a brief summary of Home Forward's Special Programs including the Congregate Supportive Housing Program, Permanent Supportive Housing programs, GOALS and Local Blended Subsidy.

Part II: Low Income Housing Tax Credit Communities (LIHTC): This part contains Home Forward's screening criteria for certain public housing communities that differ from those outlined in Chapter 3. This part also contains a description of policies that participants who live in LIHTC communities are subject to in addition to the policies outlined in this ACOP.

Part III: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt.

PART I: OVERVIEW OF HOME FORWARD'S SPECIAL PROGRAMS

11-I. OVERVIEW

Home Forward operates multiple special programs including the Congregate Supportive Housing Program, Permanent Supportive Housing Programs, and Local Blended Subsidy. Home Forward's other special programs, mixed finance communities and GOALS are described in separate sections of this Chapter.

Congregate Supportive Housing Program

Home Forward administers the Congregate Housing Services Program (CHSP) at two Public Housing sites: Holgate House and Dahlke Manor. Designed to assist older people and younger people with disabilities to live independently in their own apartments, CHSP provides housing combined with professional service coordination and supportive services, such as housekeeping, personal care, congregate meals, and transportation. It aims to encourage maximum resident independence in a home environment, improve management's ability to assess eligible residents' service needs, and ensure delivery of needed services.

Participants of CHSP must be in one of these two service categories:

- Medicaid participants must be approved by their case manager and currently eligible for in-home services.
- Private pay participants must be assessed by a case manager and approved by the Professional Assessment Committee for service eligibility. Private pay participants have a pay-in cost of approximately 15% of participant's adjusted income.

Permanent Supportive Housing

Home Forward works with community partners to provide permanent affordable housing with comprehensive supportive services for people who are chronically homeless with disabilities, or have other substantial barriers to housing stability.

The Apartments at Bud Clark Commons

The Apartments at Bud Clark Commons houses Multnomah County's primary day access center for people experiencing homelessness, a 90-bed men's shelter and 130 units of permanent supportive housing at the Apartment at Bud Clark Commons.

Applicants for The Apartments at Bud Clark Commons must be homeless at the time of application and are given a preference based on their score on the Vulnerability Assessment Tool. A homeless person is defined as:

- An individual living in a place not meant for human habitation, in an emergency shelter, in transitional housing or exiting an institution where they may temporarily reside
- An individual losing their primary nighttime residence, which may include a motel/hotel or a doubled up situation within a month

- An individual who met one of the two criteria above and has worked with an organization that provides homeless or housing services and have been living in transitional housing for up to nine months with the intention of moving into supportive housing.

Bridges to Housing

Home Forward, in partnership with Human Solutions, reserved a limited number of units at Humboldt Gardens and in East Multnomah County for families in the Bridges to Housing (B2H) program. B2H pairs intensive services with a permanent housing subsidy to help homeless families find housing stability, income self-sufficiency and academic success for children.

Alder Elementary

Home Forward, in partnership with Human Solutions, the I Have A Dream Foundation, Alder Elementary and the Reynolds School District will partner to reserve a limited number of units at Eastwood Court and Alderwood for families with students at Alder Elementary. Priority will be given to households with disabled and/or senior head of households.

Earl Boyles Elementary

Home Forward, in partnership with Earl Boyles Elementary and the David Douglas School District will reserve a limited number of units at Harold Lee Village for families with students at Earl Boyles Elementary. Priority will be given to households with disabled and/or senior heads of household.

Portland Collaborative to Benefit Homeless Individuals

The Portland Collaborative to Benefit Homeless Individuals is a partnership between Home Forward and Central City Concern. Home Forward has set aside a limited number of public housing units at Northwest Towers and Hollywood East for individuals experiencing chronic homelessness.

Site Based - Greater Opportunities to Advance, Learn and Succeed

Home Forward's Greater Opportunities to Advance, Learn and Succeed (GOALS) program is a family self-sufficiency program. The program serves families living in public housing and is implemented using three different models.

Local Blended Subsidy (FY 2012 MTW Plan)

Home Forward is using its MTW authority to create a local blended subsidy (LBS) at existing mixed-finance sites and, as available, at new or acquired units. The LBS program will use a blend of MTW Section 8 and public housing funds to subsidize units reserved for families earning 80 percent or below of area median income. The units may be new

construction, rehabilitated, or existing housing. Residents living at properties with Local Blended Subsidy will be required to follow the rules of the public housing program.

GOALS

Home Forward's Family Self-Sufficiency program known as Greater Opportunities to Advance, Learn and Succeed (GOALS) is a voluntary program designed to support low-income individuals and families to reach their goal of becoming self-sufficient through five years of supportive services. Participants in GOALS receive services including case management, workshops and training, as well as peer support. GOALS also has a savings program that is modeled on a strike point system, where every dollar above a monthly rent of a certain amount (or strike point) is redirected to an escrow account. Funds in the escrow account can be used to meet self-sufficiency goals while in the program or upon graduation (exiting the public housing program). Participants who do not successfully graduate are not terminated from subsidized housing, but will not receive their accrued savings.

PART II: LOW INCOME HOUSING TAX CREDIT COMMUNITIES (LIHTC)**11-II. OVERVIEW**

Home Forward provides public housing subsidy for units in Low Income Housing Tax Credit (LIHTC) program throughout Multnomah County. Screening and eligibility criteria for these communities may be different from the requirements for other public housing communities. Home Forward will determine applicant and participant eligibility for the community based on multiple factors including requirements relating to the financing structure of the property as well as service provider contracts related to each specific property.

Applicants and participants interested in the following communities are encouraged to directly contact the property to gather specific screening and eligibility criteria:

- New Columbia
- Humboldt Gardens
- Martha Washington
- The Jeffrey
- The Apartments at Bud Clark Commons
- Stephens Creek Crossing

Households at New Columbia, Humboldt Gardens, Martha Washington, Stephens' Creek Crossing and the Jeffrey must be at or below 60% Area Median Income (AMI) at the time of initial application. Households at the Martha Washington must be at or below 30% AMI for 1 person households or 50% AMI for 2 person households at the time of initial application. Applicants at the Apartments at Bud Clark Commons must also have gross incomes below 35% of AMI. These communities are subsidized with a combination of public housing funding as well as the Low Income Housing Tax Credit program. As a result of this mixed-financing, Home Forward is required to review additional components of household income in addition to current public housing regulations. Households in these communities may be required to report income changes more frequently, participate in the annual tax credit recertification and report and verify additional sources of income. There are additional requirements related to the eligibility of full-time students.

Current public housing participants who want to move to a LIHTC community may be rescreened to determine eligibility for the property. Although there are additional reporting requirements for participants in these communities, households will have their rent calculated based on the income and verification criteria outlined in Chapter 7 and their rent calculated in alignment with Chapter 6.

PART III: COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT

11-III. OVERVIEW

As a recipient of Housing Urban Development (HUD) funding, Home Forward is required to administer the Community Service and Self-Sufficiency Requirement (CSSR). The CSSR asks that every adult resident, 18 – 55 years of age, residing in public housing partake in eight (8) hours of community service a month or participate in an economic opportunity program for eight (8) hours a month. The intent of the provision is not to be punitive, but rather an opportunity to improve one's economic and social well-being and to give individuals a greater stake in their communities. This stance aligns with Home Forward's Community Compact which states we will create communities where learning is valued and supported and ask residents to do that in a way that is most meaningful to them: furthering their education, learning a trade, taking a class or workshop or volunteering in their community to learn more about their neighbors. It is our hope that as residents enter into their new home we build strong, positive relationship and a Home Forward community where they can thrive.

REQUIREMENTS

Each adult resident of Public Housing who is not exempt must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

DEFINITIONS

Exempt Residents:

An *exempt individual* is an adult who:

- Is age 55 years or older;
- Is an individual with a disability or is the primary caregiver for an adult or child with a disability.
- Is engaged in work activities;
- Recipient of Temporary Assistance for Needy Families (TANF);
- Recipient of Supplemental Nutritional Assistance Program (SNAP) benefits; or
- Households that have started year 3 of Rent Reform.

Description of Community Service

Community service is the performance of voluntary work or duties that serve to improve the quality of life, enhance resident self-sufficiency for example (GOALS), or increase resident's role in the community.

Eligible community service activities include, but are not limited to, work at:

- Programing that supports children's success in school such as Head Start, before-or-after school programing SMART and volunteering in the classroom;
- Programing that supports older adults such as a community center or Meals on Wheels;
- Programing, workshops and trainings that increase understanding of diversity and inclusion, poverty, and housing;
- Programing that addresses food insecurity such as food banks/pantries;
- Clothes closets or donation centers;
- Community gardens;
- Community clean up or beautification projects;
- Neighbor to neighbor grant activities;
- Provision of childcare;
- Local public or nonprofit institutions such as childcare centers and homeless shelters; and,
- Nonprofit organizations serving PHA residents or their children, such as Boys and Girls Scouts, Boys and Girls Club, Police Activities League (PAL) or organized mentoring.

Definition of Economic Self-Sufficiency Program

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers
- Higher education (junior college or college),
- GED classes,
- Apprenticeships (formal or informal)
- Substance abuse or mental health counseling,
- Reading, financial and/or computer literacy classes;
- English proficiency or English as a second language classes

- Budgeting and credit counseling
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)

NOTIFICATION REQUIREMENTS

Home Forward will give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for verification of exempt status. Home Forward will also notify the family of its determination identifying the family members who are subject to the service requirement and the family members who are exempt. In addition, the family must sign a certification that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement could result in nonrenewal of their lease.

Policy

For new and transferring residents, property management will review the CSSR during the Public Housing Orientation Process and have the resident sign the acknowledgement form. Property management will then enter the resident's CSSR status in Yardi.

On a semi-annual basis, Home Forward will send the CSSR form to non-exempt residents asking them to self-certify activities performed over the previous twelve (12) months. Once the form is returned to Home Forward, property management will update the resident's CSSR status in Yardi.

Annual Determination

Determination of Exemption Status

On an annual basis Home Forward will review each adult to determine if they are "Exempt". An exempt individual is excused from the community service requirement.

Determination of Compliance

Home Forward will review resident family compliance with service requirements semi-annually. As part of this review, Home Forward will verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

Policy

Home Forward will provide written notice requiring the household member to submit documentation that all subject family members have complied with the service requirement twice per year. The individual will have 90-days to return the completed verification form to Home Forward.

If the individual fails to submit the required documentation within the required timeframe, the subject family members will be considered noncompliant with

community service requirements, and notices of noncompliance will be issued pursuant to the policies in Noncompliance.

Initial Noncompliance

If the tenant or another family member has violated the community service requirement, Home Forward will follow the progressive non-compliance process as indicated below.

Notice of Initial Noncompliance

If Home Forward determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), Home Forward will notify the tenant of this determination and send them a letter to meet and discuss the requirements.

The notice to the tenant will be brief and describe the noncompliance. The notice will state that Home Forward has determined non-compliance and will be referring them to our Resident Services staff to provide assistance.

Continued Noncompliance

If, after the 6-month cure period, the family member is still not compliant, Home Forward will begin the Lease termination process by issuing a verbal warning to the entire family, unless the family provides documentation that the noncompliant resident no longer resides in the unit. A second referral to Resident Services staff will be made.

If, after the second 6-month cure period, the family member is still not compliant, Home Forward will continue with the Lease termination process by a Notice of Concern issuing to the entire family, unless the family provides documentation that the noncompliant resident no longer resides in the unit. A Third referral to Resident Services staff will be made.

If, after the third 6-month cure period, the family member is still not compliant, Home Forward will continue with the Lease termination process by issuing a 30-day Notice of Termination with the right to remedy to the entire family, unless the family provides documentation that the noncompliant resident no longer resides in the unit. A Fourth referral to Resident Services staff will be made.

Enforcement Documentation [Notice PIH 2009-48]

Home Forward is required to initiate due process against households failing to comply with lease requirements including the community service and self-sufficiency requirement.

When initiating due process, Home Forward must take the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
- Right of the tenant to be represented by counsel
- Opportunity for the tenant to refute the evidence presented by Home Forward, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have
- A decision on merits

D. Authority Obligation

1. To the greatest extent possible and practicable, Home Forward will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
2. Home Forward will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, Home Forward will verify the exemption status in accordance with its verification policies. Home Forward will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.

Chapter 12

TRANSFER POLICY

INTRODUCTION

This chapter explains Home Forward's transfer policy, based on HUD regulations, HUD guidance, and Home Forward policy decisions.

This chapter describes HUD regulations and Home Forward policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: Home Forward Required Transfers. This part describes types of transfers that may be required by Home Forward, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

Home Forward may require the resident to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the resident must be provided, that may or may not require a transfer. All Home Forward-initiated transfers shall take priority over new admissions.

The resident may also request a transfer, such as a request for an accessible unit as a reasonable accommodation. Home Forward must have specific policies in place to deal with acceptable transfer requests.

PART I: EMERGENCY TRANSFERS**12-I.A. OVERVIEW**

HUD categorizes certain actions as emergency transfers [PH Occ GB, p. 147]. The emergency transfer differs from a typical transfer in that it requires immediate action by Home Forward. Emergency transfers shall take priority over new admissions.

In the case of a genuine emergency, it may be unlikely that Home Forward will have the time or resources to immediately transfer a resident. If an appropriate unit is not immediately available, Home Forward should find alternate accommodations for the resident until the emergency passes, or a permanent solution is reached.

12-I.B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, Home Forward must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)]. Emergency transfers are mandatory for the resident.

PART II: HOME FORWARD REQUIRED TRANSFERS

12-II.A. OVERVIEW

HUD regulations regarding transfers are minimal, leaving it up to Home Forward to develop reasonable transfer policies.

Home Forward requires that a resident transfer to another unit under some circumstances. A transfer that is required by Home Forward qualifies as an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12-II.B. TYPES OF HOME FORWARD REQUIRED TRANSFERS

The types of transfers that may be required by Home Forward, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, Greater Opportunities to Advance, Learn and Succeed program non-compliance, and emergency transfers as discussed in Part I of this chapter. Transfers required by Home Forward are mandatory for the resident.

Transfers to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, Home Forward may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)]. When a non-accessible unit becomes available, Home Forward will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. Home Forward may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Occupancy Standards Transfers

Home Forward may require a resident to move when a recertification indicates that there has been a change in family composition, and the family is either over or under occupied according to Home Forward policy [24 CFR 960.257(a)(4)]. On some occasions, Home Forward may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-occupied, to prevent vacancies. The public housing lease must include the resident's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

Home Forward may transfer a family when the family size has changed and the family is over or under occupied for the unit occupied.

For purposes of the transfer policy, over occupied and under occupied are defined as follows:

- *Over Occupied*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5-I.B.
- *Under Occupied*: the family no longer qualifies for the bedroom size in which they are living based on occupancy standards as described in Section 5-I.B.

If Home Forward determines a household is overcrowded and is required to transfer the family

may request to remain in the smaller unit. If so, the family must sign an agreement that waives the Family's right to a larger unit so long as the family composition remains the same.

A family that is required to move because of family size will be advised by Home Forward that a transfer is necessary and will be placed on the transfer list. Home Forward may elect not to transfer an over-housed family in order to prevent vacancies.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

These transfers permit Home Forward to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148]. Home Forward will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished in accordance with Home Forward's relocation plan. A family that is required to move because of demolition, disposition, revitalizations or rehabilitation will be placed on the transfer list.

Greater Opportunities to Advance, Learn and Succeed (GOALS) Non Compliance

Certain properties require residents to participate in GOALS. Should a resident become non-compliant with the program requirements, the resident will be required to transfer to a site not requiring GOALS participation. A family that is required to move because of GOALS non-compliance will be placed on the transfer list.

PART III: TRANSFERS REQUESTED BY RESIDENTS

12-III.A. OVERVIEW

HUD provides Home Forward with discretion to consider transfer requests from residents. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by Home Forward. Some transfers that are requested by residents should be treated as higher priorities than others due to the more urgent need for the transfer.

12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS

There are three types of resident requested transfers Home Forward will grant. These are:

- Reasonable Accommodation
- Violence Against Women Act (VAWA)
- GOALS Transfers

Reasonable Accommodation Transfer Requests

Residents must complete the Reasonable Accommodation process outlined in Chapter 2 of this ACOP to request a Reasonable Accommodation transfer. Home Forward will send an Approval or Denial Letter to the Resident. If the request for transfer is approved, Home Forward will place the resident on the transfer waiting list.

Violence Against Women Act (VAWA) Transfer Requests

Residents must submit a VAWA transfer request in alignment with the VAWA requirements outlined in this ACOP. If the request for transfer is approved, Home Forward will place the resident on the transfer waiting list.

GOALS Transfer Requests

Participants in Home Forward's Family Self-Sufficiency program known as GOALS have one opportunity for transfer for the purpose of reaching a documented goal. These are:

- To maintain job stability: The Resident must have completed a probationary period in a current job, or must have been in current job for 6 months or more.
- To reach a long term educational goal (more than 12 months in the future) with evidence of full-time tuition paid; part-time enrollment while a contributing element may not be the sole determining factor in transfer approval.
- To obtain or continue supportive services: Services are required or highly recommended but are not currently available in area of the Resident's public housing unit. Supportive services, while a contributing element, this may not be the sole determining factor in transfer approval.

If a GOALS participant wants to request a transfer he/she must prepare and submit a written request explaining the transfer need. This must be accompanied by a written endorsement from the GOALS Coordinator. If the request for transfer is approved, Home Forward will place the resident on the transfer waiting list.

12-III.C. RESIDENT REQUESTED PLACEMENT ON OPEN WAITING LIST

Residents who do not meet any of the above qualifying reasons to request a transfer may apply to any open public housing site-based waiting list. Current residents who reach the top of the waiting list do not have to meet the admission eligibility requirements pertaining to income, except for communities with additional requirements related to the financing of the property, for example tax credit properties with lower Area Median Income restrictions. Residents may apply for open waiting lists at any time, but must have lived in current unit for the duration of the lease (at least 12 months) before accepting an offer at another property. Residents who apply to other Public Housing waiting lists will be screened similarly to other applicants in that the following information will be considered:

- Resident must be current on all payments due under the lease with no outstanding balances.
- Resident must not have damages/cleaning expenses in excess of their deposit.
- Resident cannot be in eviction status or have received any eviction notices over the past 12 months.

12-III.D. THE APARTMENT AT BUD CLARK COMMONS RESIDENTS

Residents from the Apartments at Bud Clark Commons will be eligible for placement on any traditional public housing waiting list, regardless of if it is open or closed, if the resident has lived in their unit for the duration of the lease (at least 12 months). However, residents from the Apartment at Bud Clark Commons wanting placement on a traditional public housing waitlist will be subject to Home Forward eligibility and screening criteria for public housing applicants as outlined in Chapter 3.

PART IV: TRANSFER PROCESSING

12-IV.A. OVERVIEW

Home Forward Required, Reasonable Accommodation, VAWA and GOALS transfer requests will be placed on a transfer list and handled in the appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience disparate treatment.

12-IV.B. TRANSFER LIST

Home Forward will maintain a transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list. Transfers will be processed in the following order with precedence over new admissions:

- Emergency transfers (hazardous maintenance conditions)
- Demolition, renovation, etc.
- VAWA
- Reasonable accommodations, including transfers to make accessible units available
- Self-sufficiency program for educational attainment, job stability or non-compliance
- Occupancy standards

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. With the approval of the Director of Real Estate Operations, Home Forward may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow Home Forward to meet the demolition or renovation schedule.

12-IV.C. TRANSFER OFFER POLICY

When the transfer has been requested by the resident, refusal of an offer without good cause will result in the removal of the household from the transfer list.

When the transfer is required by Home Forward the resident will be required to choose three transfer lists. Transfer lists will be limited to 5 households per list. If all transfer lists a household is eligible for have 5 names Home Forward may increase the limit on a case by case basis. The Real Estate Specialist will provide a list of which transfer lists are available for a household to choose from. The resident will be required to transfer to the first option that becomes available; , refusal of that offer without good cause will result in lease termination.

12-III.D. SECURITY DEPOSITS

When a Resident transfers from one unit to another within Public Housing, a new security deposit will be charged based on the schedule provided in Chapter 8. Security deposits will not be transferred.

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party in a lease agreement may terminate the lease under certain circumstances. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program, to assure that qualified families are provided decent, safe, and sanitary housing which is in good repair. Home Forward may terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations specify some reasons for which Home Forward can terminate a family's lease, and give Home Forward authority to determine other reasons.

When determining Home Forward policy on terminations, state and local landlord-tenant laws must be considered. These variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern both the family's and Home Forward's termination of the lease. It is presented in four parts:

Part I: Termination by Resident. This part discusses the family's voluntary termination of the lease and the requirements Home Forward places upon families who wish to terminate their lease.

Part II: Termination by Home Forward - Mandatory. This part describes the policies that govern how, and under what circumstances, a mandatory lease termination by Home Forward occurs.

Part III: Termination by Home Forward – Other Authorized Reasons. This part describes Home Forward's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes Home Forward to terminate. For some of these options HUD requires Home Forward to establish policies and lease provisions for termination, but termination is not mandatory. For other options Home Forward has full discretion whether to consider the options as just cause to terminate as long as Home Forward policies are reasonable, nondiscriminatory, and do not violate state or local landlord-resident law.

Part IV: Notification Requirements, Eviction Procedures and Record Keeping. This part presents the HUD requirements and Home Forward policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY RESIDENT**13-I. RESIDENT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

If a family desires to move and terminate their tenancy with Home Forward, they must give at least 30 calendar days advance written notice to Home Forward of their intent to vacate. When a family must give less than 30 days notice due to circumstances beyond their control Home Forward, at its discretion, may waive the 30 day requirement.

The notice of lease termination must be signed by the head of household, spouse, or co-head. Such notice must be in writing and delivered to the property's office or Home Forward's central office or sent by pre-paid first-class mail, properly addressed.

PART II: TERMINATION BY HOME FORWARD – MANDATORY

13-II.A. OVERVIEW

HUD requires Home Forward to terminate the lease in certain circumstances. In other circumstances HUD requires Home Forward to establish provisions for lease termination, but it is still a Home Forward option to determine, on a case-by-case basis, whether termination is warranted. For those resident actions or failures to act where HUD requires termination, Home Forward has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires Home Forward to terminate the lease.

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

Home Forward must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

Home Forward must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by Home Forward, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2010-3]

Home Forward must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and Home Forward determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, Home Forward may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date Home Forward determined the family to be noncompliant.

13-II.E. FAILURE TO ACCEPT HOME FORWARD'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

Home Forward must terminate the lease if the family fails to accept Home Forward's offer of a lease revision to an existing lease, provided Home Forward has done the following:

- The revision is on a form adopted by Home Forward in accordance with 24 CFR 966.3 pertaining to requirements for notice to residents and resident organizations and their opportunity to present comments.
- Home Forward has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- Home Forward has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to Home Forward policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

Home Forward must immediately terminate the lease if Home Forward determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing. See Part 13-III for the HUD definition of *premises*.

13-II.G. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2010-3]

Home Forward must immediately terminate program assistance for deceased single member households.

PART III: TERMINATION BY HOME FORWARD – OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring Home Forward to terminate the lease under the circumstances described in Part II, HUD requires Home Forward to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require Home Forward to terminate for such violations in all cases. Home Forward has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and Home Forward may, as an alternative to termination, require the exclusion of the culpable household member. Housing Forward must make policy decisions concerning these options.

In addition, HUD authorizes Home Forward to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. Home Forward must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the lease. In the development of the terms of the lease, Home Forward must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords Home Forward wide discretion in some areas, a broad range of policies could be acceptable.

Home Forward may consider alternatives to termination and must establish policies describing the criteria Home Forward will use when deciding what action to take, the types of evidence that will be acceptable, and the steps Home Forward must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(l)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require Home Forward to terminate for such violations in all cases, therefore Home Forward policies are needed.

***Definitions* [24 CFR 5.100]**

The following definitions will be used for this and other parts of this chapter:

Covered person means a resident, any member of the resident's household, a guest, or another person under the resident's control.

Dating violence is defined in section 3-III.D.

Domestic violence is defined in section 3-III.D.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Household means the family and Home Forward-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Immediate family member is defined in section 3-III.D.

Other person under the resident's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the resident's control*.

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

Stalking is defined in section 3-III.D.

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

Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]

Home Forward may terminate the lease for any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.

Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

Home Forward may also terminate the lease for the use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under the Landlord's then current rental criteria, this is also grounds for termination of tenancy.

Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

Home Forward may terminate the tenancy of any resident if Home Forward can demonstrate an actual and imminent threat to other residents or those employed at or providing service to Home Forward if that resident's tenancy is not terminated.

Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

Home Forward will terminate the lease if Home Forward determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

Home Forward will terminate the lease if Home Forward determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

Sex Offenders

Home Forward will terminate the lease if any member of the household is, or has become during their current public housing tenancy, subject to a lifetime registration requirement under a State sex offender registration requirement.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

Home Forward may terminate the lease at any time for serious or repeated violations of material terms of the lease, or for other good cause. Home Forward will terminate the lease for the following violations of resident obligations under the lease:

- Failure to report damage to the dwelling unit; serious or repeated damage; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc.
- Fire damage on the premises caused by carelessness or unattended cooking.
- Any action by Resident, occupant, or guest that interferes with the management of the premises.
- Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
- Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due).
- Repeated late payment of rent or other charges. Four late payments within a 12 month period shall constitute a repeated late payment.
- Failure to fulfill the following household obligations:
 - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
 - Not to provide accommodations for unauthorized occupants, boarders or lodgers
 - To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease, and not to use or permit its use for any other purpose
 - To abide by necessary and reasonable regulations promulgated by Home Forward for the benefit and well-being of the housing project and the residents which shall be posted in the project office and incorporated by reference in the lease

- To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety
- To keep the dwelling unit and such other areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition
- To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators
- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project
- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the resident, a member of the household or a guest
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes Home Forward to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that Home Forward may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit Home Forward to only those examples. The Violence against Women Reauthorization Act of 2005 explicitly prohibits Home Forward from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence.

Home Forward may terminate for the following other good cause reasons:

- Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.
- Discovery after admission of facts that made Resident ineligible.

- Failure to accept Home Forward's offer of a lease revision to an existing lease: that is on a form adopted by Home Forward in accordance with 24 CFR Sec. 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by Resident.
- Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process recertifications.
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by Home Forward that such a dwelling unit is available
- Failure to permit access to the unit by Home Forward after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
- Failure to abide by the provisions of Home Forward's pet policy
- If the family has breached the terms of a repayment agreement entered into with Home Forward
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward Home Forward personnel.

13-III.D. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [24 CFR 5.2005]

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault or stalking. For general VAWA requirements and Home Forward policies pertaining to notification, documentation, and confidentiality, see Chapter 16 of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that "criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim" [24 CFR 5.2005(c)(2)].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1)].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e)]

While VAWA prohibits Home Forward from using domestic violence, dating violence, sexual assault or stalking as the cause for a termination or eviction action against a public housing resident who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit Home Forward's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault or stalking providing that Home Forward does not subject the victim to a more demanding standard than the standard to which it holds other residents.
- VAWA does not limit Home Forward's authority to terminate the tenancy of any public housing resident if Home Forward can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. 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
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a Home Forward to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)]. In determining whether a public housing resident who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other residents or those employed at or providing service to a property, Home Forward will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or resident other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other residents or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the resident wishes to contest the Home Forward's determination that he or she is an actual and imminent threat to other residents or employees, the resident may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, Home Forward will request that the individual provide documentation supporting the claim in accordance with the policies in Chapter 16 of this ACOP.

Home Forward reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases Home Forward will document the waiver in the Real Estate Specialist's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives Home Forward the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a resident or lawful occupant" [24 CFR 5.2009(a)]. Moreover, HUD regulations impose on Home Forward the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, sexual assault or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming Home Forward's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if Home Forward chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that Home Forward must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

Home Forward will bifurcate a family's lease and terminate the tenancy of a family member if Home Forward determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, Home Forward will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the Home Forward by the victim in accordance with this section and Chapter 16 of this ACOP. Upon such consideration, Home Forward may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If Home Forward does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, Home Forward will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, Home Forward may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes Home Forward to conduct criminal records checks on public housing residents for lease enforcement and eviction. Home Forward may not pass along to the resident the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if Home Forward uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the resident before any adverse action is taken. In such cases if Home Forward obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, Home Forward must notify the household of the proposed action and must provide the subject of the record and the resident a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]

Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine Home Forward documents directly relevant to the termination or eviction. A copy of the VAWA notice and VAWA Self-Certification form must be included with every termination notice, regardless of the reason for proposed termination. If Home Forward does not make the documents available for examination upon request by the resident, Home Forward may not proceed with the eviction [24 CFR 966.4(m)].

When Home Forward is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with Home Forward's grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired and the grievance procedure has been completed.

When Home Forward is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the resident is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by Home Forward for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Home Forward, or for a drug-related criminal activity on or off the premises.

In order to serve an Eviction Notice, Home Forward will mail and/or post a copy of the notice to the resident through first class mail and will receive a certificate of mailing.

Timing of the Notice [24 CFR 966.4(l)(3)(i)]

Home Forward will give written notice of 14 calendar days for nonpayment of rent. For most other lease terminations Home Forward will provide residents 14 days to remedy the situation or the household will need to vacate the unit within 30 days. A 10 day notice without remedy for repeated violations of the lease may be provided to the family if the household had previously been given a 30 day remedy for the same violation within a six month period. Home Forward may also issue 24 hour notices in the following instances:

- Conduct outrageous in the extreme (for example, dealing drugs)
- Substantial damage to premises.
- Personal injury to Resident, guest or employee.
 - Serious threat immediately to inflict personal injury or
 - Infliction of substantial personal injury.
- Unlawful occupant
 - Not original Resident, but there "with permission" from the Resident who has abandoned unit.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with Home Forward either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for Home Forward's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. Home Forward may only evict the resident from the unit by instituting a court action.

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, Home Forward will follow state and local landlord-resident law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, Home Forward will seek the assistance of the court to remove the family from the premises as per state and local law.

Home Forward may not proceed with an eviction action if Home Forward has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

13-IV.F. REASONABLE ACCOMMODATION

Home Forward's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with Home Forward's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, Home Forward must consider whether reasonable accommodation will allow the family to overcome the problem that led to Home Forward's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, Home Forward must make the accommodation [24 CFR 966.7].

In addition, Home Forward must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party in a lease agreement may terminate the lease under certain circumstances. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program, to assure that qualified families are provided decent, safe, and sanitary housing which is in good repair. Home Forward may terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations specify some reasons for which Home Forward can terminate a family's lease, and give Home Forward authority to determine other reasons.

When determining Home Forward policy on terminations, state and local landlord-tenant laws must be considered. These variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern both the family's and Home Forward's termination of the lease. It is presented in four parts:

Part I: Termination by Resident. This part discusses the family's voluntary termination of the lease and the requirements Home Forward places upon families who wish to terminate their lease.

Part II: Termination by Home Forward - Mandatory. This part describes the policies that govern how, and under what circumstances, a mandatory lease termination by Home Forward occurs.

Part III: Termination by Home Forward – Other Authorized Reasons. This part describes Home Forward's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes Home Forward to terminate. For some of these options HUD requires Home Forward to establish policies and lease provisions for termination, but termination is not mandatory. For other options Home Forward has full discretion whether to consider the options as just cause to terminate as long as Home Forward policies are reasonable, nondiscriminatory, and do not violate state or local landlord-resident law.

Part IV: Notification Requirements, Eviction Procedures and Record Keeping. This part presents the HUD requirements and Home Forward policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY RESIDENT**13-I. RESIDENT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

If a family desires to move and terminate their tenancy with Home Forward, they must give at least 30 calendar days advance written notice to Home Forward of their intent to vacate. When a family must give less than 30 days notice due to circumstances beyond their control Home Forward, at its discretion, may waive the 30 day requirement.

The notice of lease termination must be signed by the head of household, spouse, or co-head. Such notice must be in writing and delivered to the property's office or Home Forward's central office or sent by pre-paid first-class mail, properly addressed.

PART II: TERMINATION BY HOME FORWARD – MANDATORY

13-II.A. OVERVIEW

HUD requires Home Forward to terminate the lease in certain circumstances. In other circumstances HUD requires Home Forward to establish provisions for lease termination, but it is still a Home Forward option to determine, on a case-by-case basis, whether termination is warranted. For those resident actions or failures to act where HUD requires termination, Home Forward has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires Home Forward to terminate the lease.

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

Home Forward must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

Home Forward must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by Home Forward, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c), 24 CFR 960.259(a)(3), Notice PIH 2010-3]

Home Forward must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and Home Forward determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, Home Forward may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date Home Forward determined the family to be noncompliant.

13-II.E. FAILURE TO ACCEPT HOME FORWARD'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

Home Forward must terminate the lease if the family fails to accept Home Forward's offer of a lease revision to an existing lease, provided Home Forward has done the following:

- The revision is on a form adopted by Home Forward in accordance with 24 CFR 966.3 pertaining to requirements for notice to residents and resident organizations and their opportunity to present comments.
- Home Forward has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- Home Forward has specified in the offer a reasonable time limit within that period for acceptance by the family.

See Chapter 8 for information pertaining to Home Forward policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

Home Forward must immediately terminate the lease if Home Forward determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing. See Part 13-III for the HUD definition of *premises*.

13-II.G. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2010-3]

Home Forward must immediately terminate program assistance for deceased single member households.

PART III: TERMINATION BY HOME FORWARD – OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring Home Forward to terminate the lease under the circumstances described in Part II, HUD requires Home Forward to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require Home Forward to terminate for such violations in all cases. Home Forward has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and Home Forward may, as an alternative to termination, require the exclusion of the culpable household member. Housing Forward must make policy decisions concerning these options.

In addition, HUD authorizes Home Forward to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. Home Forward must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the lease. In the development of the terms of the lease, Home Forward must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords Home Forward wide discretion in some areas, a broad range of policies could be acceptable.

Home Forward may consider alternatives to termination and must establish policies describing the criteria Home Forward will use when deciding what action to take, the types of evidence that will be acceptable, and the steps Home Forward must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(l)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require Home Forward to terminate for such violations in all cases, therefore Home Forward policies are needed.

***Definitions* [24 CFR 5.100]**

The following definitions will be used for this and other parts of this chapter:

Covered person means a resident, any member of the resident's household, a guest, or another person under the resident's control.

Dating violence is defined in section 3-III.D.

Domestic violence is defined in section 3-III.D.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Household means the family and Home Forward-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65].

Immediate family member is defined in section 3-III.D.

Other person under the resident's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the resident's control*.

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

Stalking is defined in section 3-III.D.

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

Drug Crime On or Off the Premises [24 CFR 966.4(l)(5)(i)(B)]

Home Forward may terminate the lease for any criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety, or right to peaceful enjoyment, or any drug related criminal activity on or off the premises. This action may be taken regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for criminal conviction.

Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

Home Forward may also terminate the lease for the use, possession, manufacture or distribution of illegal substances either on or in the vicinity of the premises. If any occupant commits or is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under the Landlord's then current rental criteria, this is also grounds for termination of tenancy.

Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

Home Forward may terminate the tenancy of any resident if Home Forward can demonstrate an actual and imminent threat to other residents or those employed at or providing service to Home Forward if that resident's tenancy is not terminated.

Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

Home Forward will terminate the lease if Home Forward determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]

Home Forward will terminate the lease if Home Forward determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

Sex Offenders

Home Forward will terminate the lease if any member of the household is, or has become during their current public housing tenancy, subject to a lifetime registration requirement under a State sex offender registration requirement.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

Home Forward may terminate the lease at any time for serious or repeated violations of material terms of the lease, or for other good cause. Home Forward will terminate the lease for the following violations of resident obligations under the lease:

- Failure to report damage to the dwelling unit; serious or repeated damage; or creation of any physical hazards in the unit, common areas, grounds, parking areas etc.
- Fire damage on the premises caused by carelessness or unattended cooking.
- Any action by Resident, occupant, or guest that interferes with the management of the premises.
- Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities.
- Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due).
- Repeated late payment of rent or other charges. Four late payments within a 12 month period shall constitute a repeated late payment.
- Failure to fulfill the following household obligations:
 - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
 - Not to provide accommodations for unauthorized occupants, boarders or lodgers
 - To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the lease, and not to use or permit its use for any other purpose
 - To abide by necessary and reasonable regulations promulgated by Home Forward for the benefit and well-being of the housing project and the residents which shall be posted in the project office and incorporated by reference in the lease

- To comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety
- To keep the dwelling unit and such other areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition
- To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators
- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project
- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the resident, a member of the household or a guest
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes Home Forward to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that Home Forward may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit Home Forward to only those examples. The Violence against Women Reauthorization Act of 2005 explicitly prohibits Home Forward from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence.

Home Forward may terminate for the following other good cause reasons:

- Misrepresentation of family income, assets or composition or discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income.
- Discovery after admission of facts that made Resident ineligible.

- Failure to accept Home Forward's offer of a lease revision to an existing lease: that is on a form adopted by Home Forward in accordance with 24 CFR Sec. 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by Resident.
- Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process recertifications.
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by Home Forward that such a dwelling unit is available
- Failure to permit access to the unit by Home Forward after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
- Failure to abide by the provisions of Home Forward's pet policy
- If the family has breached the terms of a repayment agreement entered into with Home Forward
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward Home Forward personnel.

13-III.D. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [24 CFR 5.2005]

This section addresses the protections against termination of tenancy that the Violence against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault or stalking. For general VAWA requirements and Home Forward policies pertaining to notification, documentation, and confidentiality, see Chapter 16 of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005(c)]

VAWA provides that "criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the resident or immediate family member of the resident is the victim" [24 CFR 5.2005(c)(2)].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1)].

Limits on VAWA Protections [24 CFR 5.2005(d) and (e)]

While VAWA prohibits Home Forward from using domestic violence, dating violence, sexual assault or stalking as the cause for a termination or eviction action against a public housing resident who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit Home Forward's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault or stalking providing that Home Forward does not subject the victim to a more demanding standard than the standard to which it holds other residents.
- VAWA does not limit Home Forward's authority to terminate the tenancy of any public housing resident if Home Forward can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. 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
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a Home Forward to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)]. In determining whether a public housing resident who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other residents or those employed at or providing service to a property, Home Forward will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or resident other than the victim of domestic violence, dating violence, sexual assault or stalking
- Whether the threat is a physical danger beyond a speculative threat
- Whether the threat is likely to happen within a short period of time
- Whether the threat to other residents or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the resident wishes to contest the Home Forward's determination that he or she is an actual and imminent threat to other residents or employees, the resident may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24 CFR 5.2007]

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, Home Forward will request that the individual provide documentation supporting the claim in accordance with the policies in Chapter 16 of this ACOP.

Home Forward reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases Home Forward will document the waiver in the Real Estate Specialist's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives Home Forward the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a resident or lawful occupant" [24 CFR 5.2009(a)]. Moreover, HUD regulations impose on Home Forward the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, sexual assault or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming Home Forward's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if Home Forward chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that Home Forward must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

Home Forward will bifurcate a family's lease and terminate the tenancy of a family member if Home Forward determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, Home Forward will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the Home Forward by the victim in accordance with this section and Chapter 16 of this ACOP. Upon such consideration, Home Forward may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If Home Forward does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, Home Forward will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, Home Forward may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes Home Forward to conduct criminal records checks on public housing residents for lease enforcement and eviction. Home Forward may not pass along to the resident the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if Home Forward uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the resident before any adverse action is taken. In such cases if Home Forward obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, Home Forward must notify the household of the proposed action and must provide the subject of the record and the resident a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3)]

Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine Home Forward documents directly relevant to the termination or eviction. A copy of the VAWA notice and VAWA Self-Certification form must be included with every termination notice, regardless of the reason for proposed termination. If Home Forward does not make the documents available for examination upon request by the resident, Home Forward may not proceed with the eviction [24 CFR 966.4(m)].

When Home Forward is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with Home Forward's grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired and the grievance procedure has been completed.

When Home Forward is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the resident is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by Home Forward for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of Home Forward, or for a drug-related criminal activity on or off the premises.

In order to serve an Eviction Notice, Home Forward will mail and/or post a copy of the notice to the resident through first class mail and will receive a certificate of mailing.

Timing of the Notice [24 CFR 966.4(l)(3)(i)]

Home Forward will give written notice of 14 calendar days for nonpayment of rent. For most other lease terminations Home Forward will provide residents 14 days to remedy the situation or the household will need to vacate the unit within 30 days. A 10 day notice without remedy for repeated violations of the lease may be provided to the family if the household had previously been given a 30 day remedy for the same violation within a six month period. Home Forward may also issue 24 hour notices in the following instances:

- Conduct outrageous in the extreme (for example, dealing drugs)
- Substantial damage to premises.
- Personal injury to Resident, guest or employee.
 - Serious threat immediately to inflict personal injury or
 - Infliction of substantial personal injury.
- Unlawful occupant
 - Not original Resident, but there "with permission" from the Resident who has abandoned unit.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with Home Forward either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for Home Forward's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. Home Forward may only evict the resident from the unit by instituting a court action.

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, Home Forward will follow state and local landlord-resident law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, Home Forward will seek the assistance of the court to remove the family from the premises as per state and local law.

Home Forward may not proceed with an eviction action if Home Forward has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

13-IV.F. REASONABLE ACCOMMODATION

Home Forward's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with Home Forward's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, Home Forward must consider whether reasonable accommodation will allow the family to overcome the problem that led to Home Forward's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, Home Forward must make the accommodation [24 CFR 966.7].

In addition, Home Forward must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

Chapter 14

INFORMAL REVIEWS, INFORMAL SETTLEMENT AND GRIEVANCES

INTRODUCTION

This chapter discusses grievances and appeals pertaining Home Forward actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Reviews for Public Housing Applicants. This part outlines the requirements and procedures for informal reviews for public housing applicants.

Part II: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Part III: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and resident grievances.

PART I: INFORMAL REVIEWS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When Home Forward makes a decision that has a negative impact on an applicant family, the family is entitled to appeal the decision. For applicants, the appeal takes the form of an informal review. HUD regulations do not provide a structure for or requirements regarding informal reviews for applicants (except with regard to citizenship status, to be covered in Part III). This part discusses Home Forward's policies for applicant appeals through the informal review process.

14-I.B. INFORMAL REVIEW PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal reviews are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a resident in the program. Informal reviews are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded residents in Home Forward's grievance procedure [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal reviews provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances.

Use of Informal Review Process

Home Forward will offer the opportunity of an informal review to applicants who have been determined ineligible for admission.

Notice of Denial [24 CFR 960.208(a)]

Home Forward must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the decision, and must also state that the applicant may request an informal review to dispute the decision. The notice must describe how to obtain the informal review. The notice must also include a copy of the VAWA Notice and the VAWA Self-Certification form, regardless of the reason for denial.

Scheduling an Informal Review

A request for an informal review must be made in writing and delivered to Home Forward either in person or by first class mail, by the close of the business day, no later than 14 calendars days from the date of Home Forward's notification of denial of admission. Home Forward will schedule and send written notice of the informal review promptly.

Conducting an Informal Review [PH Occ GB, p. 58]

The informal review will be conducted by a person other than the one who made the decision under review. The applicant will be provided an opportunity to present written or oral objections to the decision of Home Forward. Following this review, Home Forward will promptly notify the applicant of the final decision including a brief statement of the reason(s) for program ineligibility.

If the informal review decision overturns the denial, the applicant will be reinstated to all waiting lists with the same date and time order initially assigned to the applicant.

If the family fails to appear for their informal review, the denial of admission will be upheld and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal review process and Home Forward must consider such accommodations. Home Forward must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-II.A. REQUIREMENTS [24 CFR 966.52]

Home Forward must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any Home Forward action or failure to act involving the lease or Home Forward policies which adversely affect their rights, duties, welfare, or status.

14-II.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a resident may have with respect to Home Forward action or failure to act in accordance with the individual resident’s lease Home Forward regulations which adversely affect the individual resident’s rights, duties, welfare or status
- **Complainant** – any resident whose grievance is presented to Home Forward
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the resident must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the resident of the grounds for terminating the tenancy and for eviction
 - Right of the resident to be represented by counsel
 - Opportunity for the resident to refute the evidence presented by Home Forward including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have
 - A decision on the merits
- **Hearing Officer/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
- **Resident** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with Home Forward as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit
- **Resident Organization** – a group such of the Resident Council or Resident Management Organization

14-II.C. APPLICABILITY [24 CFR 966.51]

The grievance procedure is applicable only to individual resident issues relating to Home Forward. It is not applicable to disputes between residents not involving Home Forward. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of Home Forward.

Home Forward may exclude any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of Home Forward
- Any violent or drug-related criminal activity on or off such premises

14-II.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance shall be personally presented by the resident, either orally or in writing, to the Home Forward office or to the office of the property in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. Home Forward prefers the grievance be provided in writing.

Home Forward will accept requests for an informal settlement of a grievance either orally or in writing, to the Home Forward office within 14 calendar days of the grievable event. When the grievance procedures apply, Home Forward will arrange a meeting with the resident at a mutually agreeable time and confirm such meeting in writing to the resident.

If a resident fails to attend the scheduled meeting without prior notice, Home Forward will reschedule the appointment only if the resident can show good cause for failing to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Home Forward will prepare a summary of the informal settlement; one copy to be given to the resident and one copy to be retained in the resident file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

The informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-II.E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]**Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]**

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The resident must submit a written request for a grievance hearing to Home Forward within 7 calendar days of the resident's receipt of the summary of the informal settlement [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action or relief sought.

If the complainant does not request a hearing, Home Forward's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest Home Forward's action in disposing of the complaint in an appropriate judicial proceeding [24 CFR 966.55(c)].

Escrow Deposits [24 CFR 966.55(e)]

Before a hearing is scheduled in any grievance involving the amount of rent that Home Forward claims is due, the family must pay an escrow deposit to Home Forward. When a family is required to make an escrow deposit, the amount is the amount of rent Home Forward states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel.

Home Forward must waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income [24 CFR 5.630(b)(3)].

Unless Home Forward waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest Home Forward's disposition of the grievance in any appropriate judicial proceeding. Home Forward will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

Scheduling of Hearings [24 CFR 966.55(f)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and Home Forward. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate Home Forward staff.

Home Forward may wish to permit the resident to request to reschedule a hearing for good cause. The resident may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, Home Forward may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.55(g)]

Home Forward may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Home Forward, or

- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable. Home Forward shall schedule a hearing before the Hearing Officer/Panel no sooner than the third business day following service of the eviction notice (or the sixth day if notice is served by mail) and shall state in the eviction notice to the resident the date, time and place of the hearing.

14-II.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.55(b)]

The grievance hearing must be conducted by an impartial person or persons appointed by Home Forward, other than the person who made or approved the Home Forward action under review, or a subordinate of such person. Home Forward grievance hearings will be conducted by a single hearing officer and not a panel. Home Forward must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.

Home Forward will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected does not have a personal stake in the matter under dispute or will otherwise have an appearance of a lack of impartiality.

14-II.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any Home Forward documents, including records and regulations that are directly relevant to the hearing. The resident must be allowed to copy any such document at the resident's expense. If Home Forward does not make the document available for examination upon request by the complainant, Home Forward may not rely on such document at the grievance hearing.
- The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf. Hearings may be attended by the following applicable persons:
 - A Home Forward representative(s) and any witnesses for Home Forward
 - The resident and any witnesses for the resident
 - The resident's counsel or other representative
 - Any other person approved by Home Forward as a reasonable accommodation for a person with a disability
- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by Home Forward or project management, and to

confront and cross-examine all witnesses upon whose testimony or information Home Forward or project management relies.

- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing [24 CFR 966.56(c)]

The hearing officer/panel may render a decision without proceeding with the hearing if the hearing officer/panel determines that the issue has been previously decided in another proceeding.

Failure to Appear [24 CFR 966.56(d)]

If the complainant or Home Forward fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the Home Forward must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest Home Forward's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

If the resident fails to appear and was unable to reschedule the hearing in advance, the resident must contact Home Forward within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the resident can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities. "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(e), (f), and (g)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter Home Forward must sustain the burden of justifying the Home Forward action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer/panel. Home Forward and the resident must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)]. Any evidence to be considered by the hearing officer must be presented at the time of the hearing.

If Home Forward fails to comply with the discovery requirements (providing the resident with the opportunity to examine Home Forward documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence. Other than the failure of Home Forward to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer/panel must require Home Forward, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the

directions of the hearing officer/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 [24 CFR 966.56(f)].

The complainant or Home Forward may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(g)].

Accommodations of Persons with Disabilities [24 CFR 966.56(h)]

Home Forward must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the resident is visually impaired, any notice to the resident which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of Home Forward's responsibilities pertaining to reasonable accommodation.

14-II.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on evidence presented at the hearing. A copy of the decision must be sent to the resident and Home Forward. Home Forward must retain a copy of the decision in the resident's folder. A copy of the decision, with all names and identifying references redacted, must also be maintained on file by Home Forward and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

Procedures for Further Hearing

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of Home Forward will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/panel is binding on Home Forward which must take the action, or refrain from taking the action cited in the decision unless the Home Forward Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern Home Forward action or failure to act in accordance with or involving the complainant's lease on Home Forward policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, Home Forward's MTW Agreement and Plans, HUD regulations or requirements of the annual contributions contract between HUD and Home Forward

When Home Forward considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the Home Forward Board of Commissioners within a reasonable time frame of the date of the hearing officer's decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant.

A decision by the hearing officer/panel, or Board of Commissioners in favor of Home Forward or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

PART III: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-III. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the Home Forward hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the Home Forward informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a resident, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with Home Forward either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When Home Forward receives notification that the USCIS secondary verification failed to confirm eligible immigration status, Home Forward must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide Home Forward with a copy of the written request for appeal and proof of mailing.

Home Forward will notify the family in writing of the results of the USCIS secondary verification promptly after receiving the results. The family must provide Home Forward with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to Home Forward, of its decision. When the USCIS notifies Home Forward of the decision, Home Forward will promptly notify the family of its right to request an informal hearing in writing.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that Home Forward provide a hearing. The request for a hearing must be made either within 30 days of receipt of Home Forward's notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

Home Forward must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of Home Forward pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing. The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of Home Forward documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by Home Forward, and to confront and cross-examine all witnesses on whose testimony or information Home Forward relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or Home Forward, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, Home Forward is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. Home Forward may, but is not required to provide a transcript of the hearing. Home Forward will not provide a transcript of an audio taped informal hearing.

Hearing Decision

Home Forward must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

Home Forward must retain for a minimum of 5 years certain documents that may have been submitted to Home Forward by the family, or provided to Home Forward as part of the USCIS appeal or the Home Forward informal hearing process.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that Home Forward provide a hearing. The request for a hearing must be made either within 30 days of receipt of the Home Forward notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families.

Chapter 15**PROGRAM INTEGRITY****INTRODUCTION**

Home Forward is committed to ensuring that funds made available to the Agency are spent in accordance with HUD and Home Forward requirements.

This chapter covers HUD and Home Forward policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents Home Forward's policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures Home Forward must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

15-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

Home Forward operates its Public Housing in accordance with the Home Forward values:

- Cornerstone values - Respect, Fairness, and Honesty
- Organizational values - Service, Support, and Stewardship
- Business values - Partnership, Innovation, and Excellence

Home Forward anticipates that the vast majority of families and Home Forward employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that Home Forward's program is administered effectively and according to the highest ethical and legal standards, Home Forward will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

One method Home Forward employs is HUD's Enterprise Income Verification (EIV) system which provides the Agency with a powerful tool for preventing errors and program abuse. Home Forward is required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. Home Forward is further required to:

- Provide applicants and residents with form HUD-52675, "Debts Owed to PHAs and Terminations"
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file.

Home Forward will provide each applicant and resident with a copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19.

Home Forward will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. During the orientation session Home Forward will discuss program compliance and integrity issues.

Home Forward staff will be required to review and explain the contents of all HUD and Home Forward-required forms prior to requesting family member signatures. The Agency will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key forms and form letters that request information from a family member. Home Forward will provide each employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

15-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, Home Forward will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

Home Forward will employ a variety of methods to detect errors and program abuse, including:

- Home Forward routinely will use available sources of up-front income verification, including HUD's EIV system, to compare with family-provided information.
- At each recertification, current information provided by the family will be compared to information provided at the last recertification to identify inconsistencies and incomplete information.
- Home Forward will compare family-reported income and expenditures to detect possible unreported income.

Individual Reporting of Possible Errors and Program Abuse

Home Forward will encourage staff, residents, and the public to report possible program abuse.

15-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE**When Home Forward Will Investigate**

Home Forward will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for Home Forward to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer.

Home Forward will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Consent to Release of Information [24 CFR 960.259]

Home Forward may investigate possible instances of error or abuse using all available Home Forward and public records. If necessary, Home Forward will require applicant/resident families to give consent to the release of additional information.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether Home Forward will enforce other corrective actions and penalties depends upon the nature of the error or program abuse. At the conclusion of an investigation, Home Forward will inform the relevant party in writing of its findings and remedies. The notice will include (1) a description of the error or program abuse, (2) the basis on which Home Forward determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through an informal review or grievance hearing (see Chapter 14).

PART II: CORRECTIVE MEASURES AND PENALTIES

15-II.A. UNDER- OR OVERPAYMENT

An under or overpayment includes an incorrect resident rent payment by the family, or an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect rental determination is an overpayment or underpayment, Home Forward must promptly correct the resident rent and any utility reimbursement prospectively. Increases in the resident rent will be implemented only after the family has received at least 30 days notice. Any decreases in resident rent will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family is required to reimburse Home Forward or Home Forward is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse.

15-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect rent determination caused by a family is typically the result of incorrect reporting of family composition or income, but also would include instances in which the family knowingly allows Home Forward to use incorrect information provided by a third party.

Family Reimbursement to Home Forward

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. Home Forward may, but is not required to, offer the family a repayment agreement. If the family fails to repay the amount owed, Home Forward will terminate the family's lease in accordance with the policies.

Home Forward Reimbursement to Family

Home Forward will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

Prohibited Actions

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to Home Forward [Title 18 U.S.C. Section 1001].
- Provide incomplete or false information to Home Forward [24 CFR 960.259(a)(4)].
- Commit fraud, or make false statements in connection with an application for assistance or with reexamination of income [24 CFR 966.4(l)(2)(iii)(C)].

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the Home Forward Board of Commissioners, employees, contractors, or other Home Forward representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to Home Forward on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
- Admission of program abuse by an adult family member

Home Forward may determine other actions to be program abuse.

Penalties for Program Abuse

In the case of program abuse caused by a family Home Forward may, at its discretion, impose any of the following remedies.

- Home Forward may require the family to repay any amounts owed to the program
- Home Forward may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents).
- Home Forward may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.
- Home Forward may refer the family for state or federal criminal prosecution

15-II.C. HOME FORWARD-CAUSED ERRORS OR PROGRAM ABUSE

Home Forward has adopted Standards of Conduct which promote a tradition of excellence, professionalism and commitment to administer federal, state and local laws in the public interest. Program abuse by employees such as willful approval of requirements that do not meet program regulations or do not comply with Home Forward policy will be dealt with in accordance with the Home Forward Personnel Policy.

Home Forward-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition and income and (2) errors in calculation.

Repayment to Home Forward

The family is not required to repay an underpayment of rent if the error or program abuse is caused by Home Forward staff.

Home Forward Reimbursement to Family

Home Forward will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

15-II.D. FRAUD AND PROGRAM ABUSE RECOVERIES

If Home Forward enters into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family the Agency may retain 100 percent of program funds that are recovered [Notice PIH 2007-27].

If Home Forward does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in four parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised using Home Forward's MTW flexibility.

Part II: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which Home Forward will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part III: Record-Keeping. All aspects of the Public Housing program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies Home Forward will follow.

Part IV: Reporting Requirements for Children with Environmental Intervention Blood Lead Level. This part describes Home Forward's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

Part V: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault and stalking; and maintaining the confidentiality of information obtained from victims.

PART I: SETTING UTILITY ALLOWANCES**[24 CFR 965 Subpart E; 24 CFR 982 Subpart K; and FY 2011 MTW PLA N]****16-I.A. OVERVIEW**

Home Forward must establish allowances for resident-purchased utilities. [24 CFR 965.502(a)]. Home Forward must maintain a record that documents the basis on which utility allowances are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

16-I.B UTILITY ALLOWANCES

Home Forward has established a utility allowance schedule that is identical for the Public Housing and Housing Choice Voucher programs. The Home Forward-established utility allowance schedule is used in determining family share and PHA subsidy. Home Forward must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, Home Forward must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, Home Forward must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance about establishing utility allowance schedules.

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART II: REPAYMENT OF FAMILY DEBTS

16-II.A. OVERVIEW

This part describes Home Forward's policies for recovery of monies owed to the Agency by families.

When an action or inaction of a resident family results in the underpayment of rent or other amounts, Home Forward holds the family liable to return any underpayments to Home Forward.

Home Forward may enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments. When a family refuses to repay monies owed to Home Forward, the Agency will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit

16-II.B. REPAYMENT POLICY

Any amount owed to Home Forward by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, Home Forward may offer to enter into a repayment agreement for amounts owed other than rent. Home Forward also exercises the option to not enter into a repayment agreement with households who are otherwise in violation of their lease and subject to lease termination.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, Home Forward may terminate the family's tenancy in accordance with the policies in Chapter 13. Home Forward may also pursue other modes of collection.

Any repayment agreement between Home Forward and a family must be signed and dated by Home Forward and by the head of household. The repayment agreement will include due dates as well as Home Forward policy for late or missed payments.

Repayment Agreements Involving Improper Payments

Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which Home Forward may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family must pay Home Forward the monthly amount specified in the repayment agreement in addition to the family's monthly rent payment
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases

- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy

PART III: RECORD KEEPING

16-III.A. OVERVIEW

Home Forward must maintain complete and accurate accounts and other records for the Public Housing program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, Home Forward must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-III.B. RECORD RETENTION

Home Forward must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

16-III.C. RECORDS MANAGEMENT

Home Forward must maintain applicant and participant files and information in accordance with the regulatory requirements described below. All applicant and participant information will be kept in a secure location and access will be limited to authorized Home Forward staff.

Home Forward staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information or Home Forward's equivalent form. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or Home Forward may release the information collected.

Criminal Records

Home Forward may only disclose the criminal conviction records which Home Forward receives from a law enforcement agency to officers or employees of Home Forward, or to authorized representatives of Home Forward who have a job-related need to have access to the information [24 CFR 5.903(e)].

Home Forward must establish and implement a system of records management that ensures that any criminal record received by Home Forward from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and is destroyed, once the purpose for

which the record was requested has been accomplished, including expiration of the period for filing a challenge to Home Forward action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

Home Forward must establish and implement a system of records management that ensures that any sex offender registration information received by Home Forward from a State or local agency is maintained confidentially, not misused or improperly disseminated, and is destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to Home Forward action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by Home Forward other than under 24 CFR 5.905.

PART IV: REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-IV. REPORTING REQUIREMENTS [24 CFR 35.1130(e)]

Home Forward has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed
- Provide all prospective families with "Protect Your Family from Lead in Your Home"
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

For public housing, when a child under 6 is identified with an EBL, the PHA must take the following steps.

- **Initial notification of a confirmed case to HUD:** The PHA must notify the Field Office and HUD's Office of Lead Hazard Control (OLHCHH) of the EBL case within 5 business days.
- **Initial notification of a confirmed case to public health department, when necessary:** The PHA must notify the public health department of the EBL case within 5 business days when it received the notification of the case from another medical health care professional.
- **Verification of the case, when necessary:** If a PHA learns that a child has an EBL from someone other than a medical health care provider, such as from a parent, the PHA must immediately verify the report with the health department or medical health care provider.
- **Environmental Investigation:** The PHA must conduct an environmental investigation of the child's unit and the common areas servicing that unit within 15 calendar days in accordance with Chapter 16 of the HUD *Guidelines*, as described in section 6 below. If lead-based paint hazards are found in the index unit in a multiunit property, perform risk assessments in other covered units with a child under age 6 and the common areas servicing those units, as described in section 9 below.

- **Control:** The PHA must ensure that any lead-based paint hazards identified by the environmental investigation are controlled within 30 calendar days by a certified lead-based paint abatement firm or certified lead renovation firm, including having the unit and common area pass a post-work dust clearance exam in accordance with section 35.1340. If lead-based paint hazards are found in the index unit in a multiunit property, and the risk assessments in other covered units with a child under age 6 and the common areas servicing those units identified lead-based paint hazards, control those lead-based paint hazards as described in section 9 below.
- **Notification to other residents:** As already required by the LSHR, in a multiunit property, the PHA must notify all residents of lead evaluation and hazard control activities.
- **Follow-up notification:** The PHA must notify the HUD Field Office of the results of the environmental investigation and then of the lead hazard control work within 10 business days of each activity.
- **Ongoing maintenance and reevaluation:** As already required by the LSHR in sections 35.1120(c) and 35.1355(a), after the work passes clearance, the PHA must ensure that the unit and common areas are maintained as lead-safe for continued occupancy, which includes no deteriorated paint or failed lead hazard control methods. As also already required by the LSHR in section 35.1355(b), the PHA must generally conduct periodic reevaluations every two years, using a certified lead risk assessor, and respond to them. The reevaluations shall be for: deteriorated paint surfaces unless they are known not to be lead-based paint, deteriorated or failed interim controls of lead-based paint hazards or encapsulation or enclosure treatments, dust-lead hazards, and soil-lead hazards in newly-bare soil. Exceptions from the reevaluation requirement are in section 35.1355(b)(1) and (4); the requirements for responding to the reevaluations are in section 35.1355(c).

PART V: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-V.A. OVERVIEW

The Violence against Women Act of 2005 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program. As State or local laws provide greater protection for such victims, those laws take precedence over VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and Home Forward policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and Home Forward policies are located throughout this ACOP.

16-V.B. DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *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
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction 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 *immediate family member* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
 - Any other person living in the household of that person and related to that person by blood and marriage.
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

16-V.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

Home Forward will notify all actual and potential beneficiaries of its public housing program of their rights under VAWA by posting the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

- A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, or stalking
- The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* provided in VAWA
- An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA
- A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking
- A statement of the Home Forward's obligation to keep confidential any information that it receives from a victim unless (a) Home Forward has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY)
- Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

Home Forward is required to inform public housing tenants of their rights under VAWA, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, Home Forward may elect to provide the same information to applicants.

Home Forward will provide all applicants with information about VAWA at the time they request an application for housing assistance. Home Forward will also include such information in all notices of denial of assistance (see Chapter 3).

Home Forward will provide all tenants with information about VAWA at the time of admission and at annual reexamination. Home Forward will also include such information in all lease termination notices.

Home Forward is not limited to providing VAWA information at the times specified in the above policy. If Home Forward decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the Home Forward make alternative delivery arrangements that will not put the victim at risk.

Whenever Home Forward has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim.

16-V.D. DOCUMENTATION [24 CFR 5.2007]

When Home Forward is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse the Authority may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. Home Forward may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy Home Forward's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator
- (2) A federal, state, tribal, territorial, or local police report or court record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Home Forward may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

Any request for documentation of domestic violence, dating violence, or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the

documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

Home Forward may, in its discretion, extend the deadline for 10 business days. Any extension granted by Home Forward will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where Home Forward receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, Home Forward may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). Home Forward must honor any court orders issued to protect the victim or to address the distribution of property.

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, Home Forward will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

Home Forward has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

If Home Forward accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, or stalking, the Authority will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, Home Forward must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the Authority may allow, Home Forward may deny relief for protection under VAWA.

16-V.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to Home Forward regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that Home Forward (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, Home Forward will inform the victim before disclosure occurs so that safety risks can be identified and addressed. Home Forward shall document the file of the method used to inform the victim.