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ADMISSIONS AND CONTINUED OCCUPANCY (ACOP)
HOUSING AUTHORITY OF THE CITY OF ROYSTON,
GEORGIA

APPROVED JUNE 18, 2012 EFFECTIVE JUNE 18, 2012

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Admissions and Continued Occupancy Policy

Housing Authority of the City of Royston, Georgia

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Royston (Royston Housing Authority) policies for the administration and operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Royston Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Royston Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

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

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

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

1.1 *Nondiscrimination*

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the

Royston Housing Authority (RHA) to fully comply with all Civil Rights laws, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, natural origin or sex;
 - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 Housing and Community Development Act and the protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
 - Executive Order 11063
 - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
 - The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
 - Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the RHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act governs access for individuals with disabilities to the RHA's housing units.
 - Any applicable State laws or local ordinances, and
 - Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted
2. The RHA shall not discriminate because of race, color, national origin, sex, religion, and familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the RHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. RHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
- a. Deny anyone the opportunity to apply for housing (when the waiting list is open), not deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - b. Provide anyone housing that is different (of lower quality) from that provided to others;
 - c. Subject anyone to segregation or disparate treatment;
 - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - e. Treat anyone differently in determining eligibility or other requirements for admission;
 - f. Deny anyone access to the same level of services; or
 - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. RHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
5. RHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the RHA's housing program and non-housing program, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
 - a. RHA must, upon request by an applicant or resident with a disability,
 - Make structural modifications to its housing and non-housing facilities and
 - Make structural modifications to its housing and non housing facilities and
 - Make reasonable accommodations in its procedures or practices

Unless structural modifications or reasonable accommodations

- Would result in an undue financial and administrative burden on the Authority, or
- Would result in a fundamental alteration in the nature of the program
 - b. In making structural modifications to “Existing housing programs” or in carrying out “Other Alterations” for otherwise qualified persons with disabilities, RHA may, but is not required to:
 - Make each of its existing facilities accessible; or
 - Make structural alterations when other methods can be demonstrated to achieve the same effort;
 - Make structural alterations that require the removal or altering of a load-bearing structural member;
 - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
 - Make structural alternations that require the removal or altering of a load-bearing structural member; or
 - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

Note: The undue burdens test is not applicable to housing undergoing substantial alteration.

2.0 Reasonable Accommodation

RHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of RHA's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a RHA policy, RHA will provide such accommodation unless doing so would result in a fundamental alteration in the

nature of the program; or an undue financial and administrative burden. In such a case, the RHA will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaption in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

RHA will post a copy of this Reasonable Accommodation Policy and Procedures in the Central Administrative Office located at 216 Hartwell Street, Royston, Georgia and the management office in each public housing development. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the RHA.

LEGAL AUTHORITY

The RHA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

MONITORING AND ENFORCEMENT

The Executive Director of RHA is responsible for monitoring RHA's compliance with this Policy. Individuals who have questions regarding this Policy, its interpretation or implementation should contact RHA in writing, by telephone, or by appointment, as follows:

RHA Executive Director, Charity B. Hallford
216 Hartwell St., P.O. Box 86
Royston, GA 30662
Telephone Number: 706-245-7277
TDD/TTY Number 706-245-9390
Facsimile Number: 706-245-9399

STAFF TRAINING

The Executive Director or his or her designee will ensure that all appropriate RHA staff receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

REASONABLE ACCOMMODATION

A person with a disability may request a reasonable accommodation at any time during the application process or during residency. The individual, RHA staff or any person identified by the individual, must reduce all requests to writing.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

APPLICATION OF REASONABLE ACCOMMODATION POLICY

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by the RHA:

- a. application for housing;
- b. residents of RHA;
- c. participants in all programs or activities receiving Federal financial assistance that are conducted or sponsored by the RHA, its agents or contractors including all non-housing facilities and common areas owned or operated by the RHA.

PERSON WITH A DISABILITY

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase “physical or mental impairment” includes:

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as developmental delay, 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, developmental delay, emotional illness, drug addiction and alcoholism.

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

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

EXAMPLES OF REASONABLE ACCOMMODATIONS

Examples of reasonable accommodations may include, but are not limited to:

- a. Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- b. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- c. Allowing a live-in aid to reside in an appropriately sized RHA unit;
- d. Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- e. Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- f. Making documents available in large type, computer disc or Braille;
- g. Providing qualified sign language interpreters for applicant or resident meetings with RHA staff; or at resident meetings;
- h. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- i. Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

PROCESSING OF REASONABLE ACCOMMODATION REQUESTS

The RHA will provide the “Request for Reasonable Accommodation”, (“Request Form”), attached hereto, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, the RHA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, the RHA will assist the individual in completing the Request Form.

- a. The RHA will provide all applicants with the Request Form as an attachment to the RHA application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request.
- b. Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. RHA will provide applicants with

appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

- c. RHA will provide all residents with the Request form during the annual re-certification and upon request. The RHA will provide the Request Form in an alternate form, upon request.
- d. Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of the RHA, within their housing development or the regional management office
- e. Within seven (7) business days of receipt, the housing management office, private management company or regional management office will respond to the Residents Request.
- f. Within twenty (20) business days or receipt, the Office of the Executive Director of RHA, or the resident's regional or management office will respond to the Resident's Request.
- g. If additional information or documentation is required, the Office of the Executive Director of RHA, will notify the resident, in writing, of the need for the additional information or documentation. The Office of the Executive Director of RHA, will provide the resident with the "Request for Information or Verification Form" ["Request for Information"], a copy of which is attached. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- h. Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, RHA will provide written notification to the resident of its decision to approve or deny the residents request(s). Upon request, the written notification will be provided in alternate format. A copy of the "Letter Denying Request for Reasonable Accommodation(s) and "Letter Approving Request for Reasonable Accommodation(s)" are attached.
- i. If RHA approves the accommodation request(s), the resident will be notified of the projected date for implementation.
- j. If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding RHA's HUD-FHEO-approved Grievance Procedures.
- k. All recommendation that have been approved by the Office of the Executive Director of RHA, will be forwarded to the housing manager for implementation. All requests for reasonable accommodation that are approved by the housing manager will promptly be implemented or begin the process of implementation.

VERIFICATION OF REASONABLE ACCOMMODATION REQUEST

RHA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, RHA may request that the individual provide suggested reasonable accommodations.

The RHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the RHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the RHA may not require specific details regarding the individual's disability. The RHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). The RHA may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

- a. Physician;
- b. Licensed health professional;
- c. Professional representing a social service agency; or
- d. Disability agency or clinic.

Upon receipt, the resident's Property Manager, including private management companies operating on behalf of RHA, will forward the recommendation, including all supporting documentation, to the RHA within seven (7) days of receipt.

DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)

- a. Requested accommodations will not be approved if one of the following would occur as a result:
 - b. A violation of State and/or federal law;
 - c. A fundamental alteration in the nature of the RHA housing program;
 - d. An undue financial and administrative burden on RHA;
 - e. A structurally infeasible alternation; or
 - f. An alteration requiring the removal or alteration of a load-bearing structural member.

TRANSFER AS REASONABLE ACCOMMODATION

RHA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a resident with a disability requests an accommodation that is a modifications which involves structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant comparable, appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, RHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications.

If the resident accepts the transfer, RHA will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, RHA shall pay the reasonable moving expenses, including utilities fees and deposits.

SERVICE OR ASSISTANCE ANIMALS

Residents of RHA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. RHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirement of RHA's Pet Policy.

RIGHT TO APPEAL/GRIEVANCE PROCESS

The public housing resident may file a complaint in accordance with RHA's HUD-FHEO-approved Grievance Procedure following a formal determination by Office of the Executive Director of RHA.

A resident may, at any time, exercise their right to appeal an RHA decision through the local HUD-FHEO Office of the U.S. Department of Justice. Individuals may contact the local HUD-FHEO office.

2.1 Communication

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

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

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

Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

RHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants, RHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.

When RHA has initial contact with the applicant, RHA staff will ask whether the applicant requires an alternative form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the RHA; having written material explained

orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, the RHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the RHA.

Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to read or fill out. Applicants who read or understand little English may furnish an interpreter who can explain what is being conducted.

At a minimum, RHA will prepare information to be used by applicants and residents in plain-language accessible formats.

2.2 Questions to Ask in Granting the Accommodation

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Royston Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Royston Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Royston Housing Authority's business is housing. If the request would alter the fundamental business that the Royston Housing Authority conducts, that

would not be reasonable. For instance, the Royston Housing Authority would deny a request do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Royston Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he or she needs; however, the Royston Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Royston Housing Authority's programs or services.

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

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

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

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

3.0 Services For Non-English Speaking Applicants and Residents

The Royston Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP person using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title IV Prohibition Against Nation Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Royston Housing Authority shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;

- B. The frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the Royston Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above referenced notice shall be utilized.

In addition, the Royston Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Royston Housing Authority shall utilize multilingual, "I Speak" cards to the maximum degree possible.

3.1 Effective Communication Policy

It is the policy of the Royston Housing Authority (RHA) to ensure that communications with applicants, residents, employees, and members of the public with disabilities are as effective as communication with others.

RHA, including its employees, agents, contract employees, and management companies/agents, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing or visual disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services and activities conducted by the RHA.

AUXILIARY AIDS AND SERVICES:

"Auxiliary aids and services" include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDD), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

REQUEST FOR EFFECTIVE COMMUNICATION:

When an auxiliary aid or service is required to ensure effective communication, the RHA will provide an opportunity for an individual with a disability to request the

auxiliary aid or service of his or her choice. The RHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the RHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual will submit his/her request for auxiliary aids or services to the appropriate RHA official designated below. All requests shall be dated and time stamped upon receipt by the appropriate RHA official.

Within forty-eight (48) hours of receipt of the individual's request, the designated RHA official will consult with the individual with the disability when the preferred type of auxiliary aid or service is not available or not required, and the official is attempting to ascertain whether an alternative means of communication will ensure effective communication.

Within five (5) business days following receipt of the effective communication request(s), the designated RHA official will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided.

The RHA will maintain copies of all requests for effective communication and the RHA's response, including final disposition, for the duration of this Agreement.

Individual requests for Effective Communication will be directed to the following RHA officials:

The RHA Executive Director
The RHA Office Manager
The RHA Resident Services Coordinator

However, individuals with disabilities who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., shall make their requests no later than forty-eight (48) hours prior to the event.

GRIEVANCES PROCEDURES:

If the requesting individual with a disability is not satisfied with the RHA's response to the individual's request(s) for an auxiliary aid or service, the individual may file a formal grievance, including appropriate supporting documentation. The grievance may be communicated orally or in writing. However, all oral grievances must be reduced to writing and maintained in the RHA's files. In addition, the RHA shall

provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time stamped.

Within seventy-two (72) hours of receipt, the Executive Director of the RHA will respond to the individual's grievance.

The Executive Director of the RHA will provide his/her formal decision, in writing, within ten (10) business days after receipt of the grievance.

If the individual is dissatisfied with the Executive Director of the RHA determination, the individual may pursue remedies under the RHA's HUD-FHEO-approved Grievance Procedures.

4.0 Family Outreach

The Royston Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

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

The Royston Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 Right to Privacy

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

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

6.0 Required Postings

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Royston Housing Authority Notices

7.0 Taking Applications

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Royston Housing Authority
216 Hartwell Street

Royston, GA 30662

Applications are taken to compile a waiting list. Due to the demand for housing in the Royston Housing Authority jurisdiction, the Royston Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Royston Housing Authority will verify the information.

Applications may be made in person, Monday through Friday between 9:00 A.M. and 4:00 P.M. at the Housing Authority of the City of Royston office located at 216 Hartwell Street, Royston, GA. Applications may be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Royston Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Royston Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) will be made available upon request. The TDD telephone number is 706-245-9390.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, the Royston Housing Authority will make a preliminary determination of eligibility. The Royston Housing Authority will notify an apparently eligible family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Royston Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Royston Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be made in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Royston Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 90 calendar days old) in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 Eligibility for Admission and Processing of Applications

8.1 Affirmative Marketing

1. RHA will conduct affirmative marketing as needed so the waiting list includes a mix of applications with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-out, and characteristics of families on the waiting list. RHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.
2. Marketing and informational materials will:
 - a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
 - b. Describe the housing units, application process, waiting list and preference structure accurately;
 - c. Use clear and easy to understand terms and more than strictly English-language print media
 - d. Contact agencies that serve potentially qualified applicant least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
 - e. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
 - f. Be clear about RHA's responsibility to provide reasonable accommodations to people with disabilities.
3. Among the marketing efforts the RHA will take and may engage in, depending on the situation, are as follows:
 - a. Send informational spots to local media outlets, such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication. RHA will be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
 - b. Make special outreach to minorities, persons with disabilities and very low-income families; to reach minority groups, it may be necessary to canvas neighborhoods, make mass mailings or post notices of housing availability in particular neighborhoods or developments to encourage fuller participation to areas with heavy concentration of minority citizens.
 - c. Distribute pamphlets and brochures; if language is a problem, brochures may be printed in Spanish, Vietnamese, Arabic, or other languages required;
 - d. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers;
 - e. Provide outreach to organizations, which assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

- f. Maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- g. Include in the admissions briefing for all its programs a section on compliance with Civil Rights Laws. The briefing will carefully explain to all participants what should be done if they believe they have been discriminated against.

8.2 *Introduction to Eligibility Requirements*

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Royston Housing Authority screening criteria in order to be admitted to public housing.

8.3 *Eligibility Criteria*

A. Family Status

- 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
- 2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
- 3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

- b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, the definition of disability ***does not*** include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

- 1. To be eligible for admission, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Royston Housing Authority.

4. If the Royston Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The Royston Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Rent for such persons shall be at least equal to the cost of operating the public housing unit.
7. If there are no eligible families on the waiting list and the Royston Housing Authority has published a 30 calendar day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one. Adults must certify for minors.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Royston Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
 - d. A statement allowing the Royston Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
 - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.4 Suitability

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing lease. The Royston Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, employees, or other people residing

in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Royston Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent and any utility payments;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Royston Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Royston Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse, co-head, and any other adult family members;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Royston

Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Royston Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Royston Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Royston Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. The Royston Housing Authority will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

8.5 *Grounds for Denial*

The Royston Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been arrested at least **three (3)** times within the prior **five (5)** year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five year limit is based on the date of such eviction, not the date the crime was committed.

However, the Royston Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Royston Housing Authority; or
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the

person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current);

- L. The Royston Housing Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- M. The Royston Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, Royston Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any Royston Housing Authority staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed);
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Royston Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program;
or
3. Has otherwise been successfully rehabilitated.

For this purpose, Royston Housing Authority 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.

Before the Royston Housing Authority denies admission to the Royston Housing Authority's public housing program on the basis of a criminal record, the Royston Housing Authority must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have **seven (7)** calendar days to dispute the accuracy and relevance of the record in writing. If the Royston Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

8.6 *Informal Review*

- A. If the Royston Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Royston Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within ten (10) business days of the denial. The Royston Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Royston Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Royston Housing Authority's decision. The Royston Housing Authority must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant may request that the Royston Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Hearing Process above will be utilized with the exception that the applicant will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 Managing the Waiting List

9.1 *Opening and Closing the Waiting List*

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

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

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

9.2 *Organization of the Waiting List*

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

1. Community-wide Waiting List

It is the RHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based up:

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

RHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head of household.

2. The application will be a permanent file;
3. Any contact between the Royston Housing Authority and the applicant will be documented in the applicant file.

9.3 *Families Nearing the Top of the Waiting List*

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the

waiting list. The Royston Housing Authority will notify the family by phone or in writing of this determination and give the family the opportunity for an informal review. If the family cannot be reached by phone, a letter will be sent.

9.4 *Purging the Waiting List*

The Royston Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Royston Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

9.5 *Removal of Applicants from the Waiting List*

To ensure vacant units are filled in a timely manner, RHA needs a waiting list that is accurate. While each applicant must keep RHA apprised of changes in address, phone number, income or other circumstances, the RHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- C. The applicant does not meet either the eligibility or suitability criteria for the program;
- D. The applicant fails to make contact at least once each 3 months. In such instances, the applicant's name shall be removed from the waiting list without further notice.
- E. The applicant is housed
- F. The applicant receives and accepts an offer of housing;
- G. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or
- H. The application is withdrawn because the RHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
 - a. The applicant will be sent a letter by first class mail to the applicants last known address, asking the applicant to contact the RHA either by a return phone call or coming to the RHA office in person. Exceptions would be that

RHA contact persons with disabilities according to the methods such individuals have previously designated.

- b. When three working days have elapsed from the date when the RHA mails the letter, and there is no response from the applicant, the RHA will attempt to contact the applicant by phone at the last known phone number left by the applicant and to the emergency contacts left by the applicant on their application for housing. If the applicant contact the RHA as required within any of the deadlines stated above, he/she shall be reinstated as the former waiting list position;

Persons who fail to respond to RHA attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation. In such circumstances RHA shall reinstate these individuals to their former waiting list positions.

Families whose applications are withdrawn or rejected must reapply for housing when the waiting is open. Families whose applications were withdrawn may not reapply for 12 months from the date the application was withdrawn or rejected.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Royston Housing Authority will be sent a notice of termination of the process for eligibility.

The Royston Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Royston Housing Authority will work closely with the family to find a more suitable time.

9.7 Notification of Negative Actions

The Royston Housing Authority's system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Royston Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 Tenant Selection and Assignment Plan

10.1 Preferences

The Royston Housing Authority will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws. Proper documentation of displaced status is required.**
- B. Applicants with an adult family member who either lives or works or has been hired to work in the jurisdiction of the Housing Authority of the City of Royston.** The resident preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- C. All other applicants**

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled (Mixed Population Developments): Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30 calendar day notice.

10.2 Assignment of Bedroom Sizes

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

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

In determining bedroom size, the Royston Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **may** share a bedroom.
- B. Children of the opposite sex, both under the age of **six (6)**, may share a bedroom.
- C. Adults and children will not be required to share a bedroom, except that a child age three (3) or under may share a bedroom with an adult.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. The Royston Housing Authority, at its sole discretion, may assign a separate bedroom to any family member with a documented medical need.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Royston Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for **three (3) years** or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The Royston Housing Authority will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a thirty (30) calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

10.3 Selection From the Waiting List

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

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

10.4 DECONCENTRATION POLICY

The Royston Housing Authority is not subject to the Deconcentration requirements according to 24 CFR 903. Nevertheless, the Royston Housing Authority will affirmatively market its housing to all eligible income groups.

10.5 Offer of a Unit

When the Royston Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the income targeting goal and/or the income targeting goal. To ensure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status, Plan “A” will be used to make offers.

Plan A:

The first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type.

The applicant must accept the vacancy offered or be dropped from the waiting list. The applicant may refuse up to 3 offers with or without good cause before the RHA will remove him or her from the waiting list. After 3 refused offers for housing have been made by the applicant, the RHA will remove him or her from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers with or without good cause may not reapply for housing for 12 months from the time of their last offer date.

RHA will first match the unit available to the highest ranking applicant for a unit of size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application or lower application number will receive the earliest offer.

In selection of a family for a unit with accessible features, the RHA will give preference to families that include a person with disabilities who can benefit from the unit features.

Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g., a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the RHA will make an offer to an applicant who does not qualify for a ranking preference. Certain types of transfers will also be processed with new admissions.

The Royston Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given three (3) business days from the date the family was contacted by telephone or from the date the letter was mailed to

contact the Housing Authority regarding the offer. All offers made over the phone will be confirmed by letter.

If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

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

10.6 Rejection of Unit

If in making the offer to the family the Royston Housing Authority skipped over other families on the waiting list in order to meet their income targeting goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

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

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

10.7 Acceptance of Unit

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

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

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

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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

A. \$100.00 for elderly/disabled families (per HUD definition)

B. \$150.00 for all other applicants (individuals and families)

In exceptional situations, the Royston Housing Authority reserves the right to allow a new resident to pay their security deposit in multiple payments. A minimum of \$75 shall be paid in advance, and the remaining balance may be paid in installments of \$25 each which shall be paid monthly in addition to rent. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 Income, Exclusions, and Deductions From Income

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

11.1 *Income*

Annual income means all amounts, monetary or not, that:

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Housing Authority believes that past income is the best available indicator of expected future income, the Royston Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities,

insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance

1. Welfare assistance payments

a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.

b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting

from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the RHA by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Royston Housing Authority, the welfare agency will inform the RHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the RHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The RHA will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the RHA by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The RHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the RHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the RHA denies the family's request to modify such amount, then the RHA shall give the resident written notice of such denial, with a brief explanation of the basis for the Royston Housing Authority's determination of the amount of imputed welfare income. The Royston Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

- a. The RHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for

such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the RHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

- b. The RHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the RHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The RHA shall rely on the welfare agency notice to the RHA of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 Annual income

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the RHA governing board. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment 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. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
 - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
 - h. The first \$2000 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 \$2000 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);

- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. 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.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. 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);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. 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);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. 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); and

- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.

The RHA will not provide exclusions from income in addition to those already provided for by HUD.

11.3 Deductions from annual income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Un-reimbursed medical expenses of any elderly family or disabled family; and
 - 2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
 - 3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 Receipt of a letter or notice from HUD concerning income

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Executive Director or authorized designee shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 Cooperating with welfare agencies

The RHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the RHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The RHA will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The RHA will supply upon legitimate request (1) the current

address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the RHA that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Royston Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

12.0 Verification

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

12.1 Acceptable Methods of Verification

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

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Electronic Income Verification (EIV)** – HUD’s online system for Social Security (SS), Supplemental Security Income (SSI) Information, wage, unemployment information.
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

The Royston Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant’s eligibility for participation in the rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Royston Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Royston Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment

agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the RHA derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third –Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained from HUD’s on-line system (EIV). If EIV is not available or not current, then verification shall be obtained directly from the SSA. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

The RHA will allow (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The RHA will allow (5) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident’s file.

12.2 Types of verification

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Age, Citizenship	N/A	Signed certification, voter's

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives 	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 *Verification of Citizenship or Eligible Noncitizen Status*

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

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

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

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If the Royston Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 Verification of Social Security Numbers

Prior to admission, each family member who has a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after birth.

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

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

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

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

12.5 Timing of Verification

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

When an interim reexamination is conducted, the Royston Housing Authority will only verify and update those elements reported to have changed.

12.6 *Frequency of Obtaining Verification*

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

13.0 Determination of Total Tenant Payment and Tenant Rent

13.1 *Family choice*

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the will provide them with the following information whenever they have to make rent decisions:
1. The Royston Housing Authority's policies on switching types of rent in case of a financial hardship; and
 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Royston Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Royston Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 The income Method

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.00.

13.3 MINIMUM RENT

The Housing Authority has set the minimum rent at \$50.00. If the family requests a hardship exemption, however, the Royston Housing Authority will suspend the minimum rent beginning the month following the family's request until the Royston Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 2. When the family would be evicted because it is unable to pay the minimum rent;
 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 4. When a death has occurred in the family.
- B. No hardship. If the Royston Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Royston Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Royston Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Royston Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Royston Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Royston Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 *The Flat Rent*

The Royston Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Royston Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be

reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

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

There is no utility allowance for families paying a flat rent because the Housing Authority has already factored who pays for the utilities into the flat rent calculation.

13.5 CEILING RENT

The Royston Housing Authority has set a ceiling rent for each public housing unit prior to October 1, 1999. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

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

13.6 Rent for Families under the Noncitizen Rule

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

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

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

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Royston Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 Utility allowance

The Royston Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Royston Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Royston Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant. The Royston Housing Authority reserves the right to pay the utility allowance directly to the utility companies. The family will be notified of the amount paid to the utility supplier.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Royston Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Royston Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Royston Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted

under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at The RHA Administrative Office located at **216 Hartwell Street**. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the **seventh (7th) day** of the month, a Notice to Vacate will be issued to the tenant. In addition, a **\$20** late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of **\$25.00** for bank charges and/or processing costs.

14.0 Community Service

14.1 General

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

14.2 Exemptions

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity as defined in section 407(d) of the Social Security Act, specified below. **For community service exemption only, work is defined as working ten (10) hours or more per week.**
 1. Unsubsidized employment;

2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job-training;
 6. Job-search and job-readiness assistance;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are or would be exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

14.3 Notification of THE Requirement

The Royston Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Royston Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Royston Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after **October 1, 2003**. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 *Volunteer Opportunities*

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Royston Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Royston Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 *The Process*

Upon admission or at the first annual reexamination on or after **October 1, 2003**, and each annual reexamination thereafter, the Royston Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.

- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. At least thirty (30) calendar days before the family's next lease anniversary date, the volunteer coordinator will advise the Royston Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 *Notification of Non-compliance with Community Service Requirement*

The Royston Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 *Opportunity for cure*

The Royston Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the

Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

14.8 *Prohibition against replacement of agency employees*

In implementing the service requirement, the Royston Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 Recertifications

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

15.1 *General*

The Royston Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

15.2 *MISSED APPOINTMENTS*

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

15.3 *Flat Rents*

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the Royston Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Royston Housing Authority will send a reexamination letter to the family offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Royston Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Royston Housing Authority representative, they may make the selection on the form and return the form to the Royston Housing Authority. In such case, the Royston Housing Authority will cancel the appointment and

solely verify the family size and whether it is in an appropriate size unit.

15.4 THE Income METHOD

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

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

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

15.5 Effective Date of Rent Changes for Annual Reexaminations

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days notice of any rent increase to the family. The anniversary date for all residents of the Royston Housing Authority shall be September 1.

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

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

15.6 Interim Reexaminations

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

Families are not be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

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

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

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Royston Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. The Royston Housing Authority will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a tenant family.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Royston Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 *Special Reexaminations*

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Royston Housing Authority may schedule special reexaminations every **thirty (30)** calendar days until the income stabilizes and an annual income can be determined.

15.8 *Effective Date of Rent Changes Due to Interim or Special Reexaminations*

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

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

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

15.9 *Royston Housing Authority mistakes in calculating rent*

If the Royston Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of **24 months**. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

16.0 Unit Transfers

16.1 *Objectives of the Transfer Policy*

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.

- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 Categories of Transfers

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

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

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

16.3 Documentation

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

16.4 Processing Transfers

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

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

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every **seven (7)** admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the

unit is ready to rent. The family will be allowed five (5) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Royston Housing Authority and the family rejects two offers without good cause, the Royston Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Royston Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.
- D. Tenants whose transfers are mandatory are subject to lease termination if they refuse to transfer without good cause.

16.6 *Cost of the family's move*

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

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

The cost of the transfer will be borne by the Royston Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the Royston Housing Authority has caused the unit to be unsafe or inhabitable.

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

16.7 Tenants in good standing

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

16.8 Transfer Requests

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

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

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

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

16.9 Right of the Royston Housing Authority in transfer policy

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

16.10 Transfers of residents and placement of applicants with disabilities

- i. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through the Section 504 and ADA Coordinator with the assistance of a RHA Occupancy Specialist;
- ii. When a UFAS-accessible unit becomes available, the unit will first be offered to a current occupant with disabilities who requires the accessibility features of the vacant, accessible unit and is occupying a unit not having those features;
- iii. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit;
- iv. If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant available unit, on the waiting list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, the RHA will require the applicant to execute the Dwelling Lease, which requires the resident to relocate to a vacant non-accessible unit within thirty (30) days of notice by the RHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.

17.0 Inspections

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

17.1 Move-in Inspections

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

17.2 Annual Inspections

The Royston Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Royston Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 Preventative maintenance inspections

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

17.4 Special Inspections

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

17.5 Housekeeping Inspections

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

17.6 Notice of inspection

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

17.7 Emergency Inspections

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

17.8 Pre-move-out Inspections

When a tenant gives notice that they intend to move, the Royston Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Royston Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Royston Housing Authority to ready units more quickly for the future occupants.

17.9 Move-out Inspections

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

18.0 Pet Policy

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) permits a resident of a dwelling unit in public housing to own a common household pet in the Royston Housing Authority (hereinafter referred to as “RHA”) owned and/or operated developments in accordance with this pet policy.

18.1 Definition

Common household pet means a domesticated dog, cat, bird, or fish in an aquarium. The weight of the pet at its adult size may not exceed twenty (20) pounds. The aquarium must not exceed 15 gallons. All aquariums are subject to the pet policy no matter how small the capacity.

18.2 Registration of pet

Prior to bringing any pet onto the premises governed by the RHA, the resident **must** register the pet with the Royston Housing Authority and pay applicable pet deposit. The resident must update the registration at least annually to coincide with the annual reexamination of the resident income. The application for registration of the pet includes:

- a) A certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals (or a designated agent of such authority) stating the pet has received all inoculations required by State and local law and that the pet has been spayed or neutered.
- b) A completed pet information form that is sufficient to identify the pet and to demonstrate that it is a common household pet as defined in this policy.
- c) The name, address, and phone number of two responsible parties who agree to care for the pet if the resident dies, is incapacitated, or is otherwise unable to care for the pet.
- d) Payment of the applicable pet deposit as defined in Section III below.
- e) A signed statement indicating that the resident has read the pet rules and agrees to comply with them, and
- f) Display a rabies tag and/or have necessary documentation upon request.

18.3 Pet Deposit

Residents who own or keep a pet in their unit must pay a refundable pet deposit . This deposit is in addition to any other financial obligation generally imposed on residents of the development. The pet deposit fee shall be \$300.00. The RHA reserves the right to change or increase the required deposit by amendment to this policy. The pet deposit may be paid in full or the resident may make payments on the pet deposit so long as \$100.00 has been put down toward the deposit and the resident must make monthly payments of \$50.00 per month until the maximum deposit is reached. The deposit's must be paid at the time permission is granted by the RHA to have a pet in the unit.

The RHA will use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to the cost of repairs and replacements and fumigation of the resident's dwelling unit. If the resident is in occupancy when such costs occur, the resident shall be billed for the repairs as a current charge. When the resident moves from the development, the RHA shall refund the unused portion of the pet deposit to the resident within a reasonable time. When the resident remains in the unit but no longer owns or keeps a pet in the dwelling unit, the RHA shall credit the unused portion of the pet deposit to the resident's account.

18.4 General Rules

1. The RHA will allow only domesticated dogs, cats, birds, and fish in aquariums. All dogs and cats must be spayed or neutered.
2. Only one (1) pet per unit will be allowed.
3. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will *not* be allowed.
4. When taken outside the resident's unit, dogs and cats must be on a leash or carried and controlled by a responsible adult at all times.
5. All pets must be wearing the appropriate tag(s) at all times. The information on the tag shall include the name of the pet and the resident's name, address, and phone number.
6. Birds must be confined to a cage at all times.
7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
8. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or become unsightly or unsanitary. Litter boxes must be changed at least once each week.
9. Pet waste must be disposed of in sealed plastic trash bags and placed in a container outside the resident's dwelling in a container provided by the RHA. No pet of any kind shall be allowed to use the bathroom outdoors in yards or common areas unless in an area designated for that purpose.

10. Residents must use ONLY designated areas on the development premises for pet exercise and the deposit of pet waste. Residents are forbidden from exercising their pets or permitting their pets to deposit waste on development premises outside of the designated areas.
11. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack or bag and then placed in the trash container provided by the RHA.
12. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
13. Resident shall not alter their unit, patio, or unit area in order to create an enclosure or pen for any pet. Resident shall not chain or tie with rope any pet to any man-made fixture, tree or shrubbery outside the dwelling unit.
14. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the RHA.
15. If a pet is left unattended for a period of twenty-four (24) hours or more, the RHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities or responsible parties or proper authorities (Most likely, the Franklin or Hart County Animal Shelter). The RHA assumes no responsibility for the animal(s) under such circumstances.
16. Pets are not allowed in common areas including hallways, lobby areas, and social rooms except those common areas which are entrances to or exits from the building. Under no circumstances are pets to be brought into the management office (with the exception of animals necessary to assist handicapped/disabled individuals).
17. The head of household or designated family member must be present during annual inspections of the unit.
18. Pets not registered with the RHA may not visit the premises.

18.5 Refusal to Register Pet

The RHA may refuse to register a pet based on the determination that the head of household is financially unable to care for the pet. If the RHA refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements.

The RHA has a right to refuse to register a pet:

- a): If the pet is not a *common household pet* as defined in this policy
- b): If keeping the pet would violate any applicable House Pet Rule.
- c): If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,
- d): If the RHA reasonably determined based on the resident's habits and practices that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

18.6 Pet Care

All residents having pets shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet. This information must be provided to the Office Manager annually.

Residents must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must agree to exercise courtesy with respect to other residents and guests of other residents.

18.7 Violations

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the resident's unit or termination of the resident's tenancy, or both, in accordance with the lease.

18.8 Exclusions

The pet deposit will be waived for animals that assist persons with disabilities. 24 CFR 942.2 excludes animals that assist the handicapped from this pet policy. This exclusion applies to animals that reside in developments for the elderly, handicapped and families, as well as animals that visit these developments. The RHA may not enforce or apply any pet rules against individuals with animals that are used to assist the handicapped. Nothing in 24 CR 942.2: 1. Limits or impairs the rights of handicapped individuals, 2. Authorizes the RHA to limit or impair the right of handicapped individuals, or 3. Affects any authority the RHA may have to regulate animals that assist the handicapped, under Federal, State, or local law.

To be excluded from the Pet Policy, the head of household must certify the following:

- a). That the animal has been trained to assist with a specified disability, and
- b). That the animal actually assists the person with the disability.

18.9 Exclusion for Assistance Animals

- a. This Pet Policy clarifies that an "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities and is not subject to RHA's Pet Policy. This Pet Policy defines an "assistance animal" as an animal that is needed as a reasonable accommodation for persons with disabilities. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability.

b. No Pet Policy shall not contain, height, weight and breed restrictions for assistance/service animals, nor should the Pet Policy contain any requirements for “pet deposit,” liability insurance and/or certification of training for assistance animals.

18.10 Conflicts with State or Local law or Regulations

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall apply.

Notice: Any damage to the dwelling unit or grounds thereabout that is caused by the possession of any pet by a resident or guest of a resident will be immediately repaired and the cost of such repairs billed to the resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

19.0 Repayment Agreements

When a resident owes the Royston Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Royston Housing Authority allow them to enter into a Repayment Agreement. The Royston Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

The RHA has a minimum rent of \$50.00. We allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 Termination

20.1 Termination By Tenant

The tenant may terminate the lease at any time upon submitting a 15-day written notice. If the tenant vacates prior to the end of the fifteen (15) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 Termination By the Housing Authority

Twelve months after the Royston Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family

that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the Royston Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Royston Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or

right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;

- N. Alcohol abuse that the Royston Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted therefrom;
- P. The Royston Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when the Royston Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. In such cases the Royston Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Royston Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; and
- S. Other good cause.

If an individual or family's lease is terminated for criminal activity, the Royston Housing Authority will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Royston Housing Authority will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Royston Housing Authority will require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Royston Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Royston Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

Management's authority to terminate a tenancy for criminal activity is limited by provisions of the Violence Against Women Act of 2005, and the terms of the Notice to Tenants of the terms of the Act attached hereto and hereby incorporated by reference and made a part of this document as though set forth verbatim herein.

20.3 TERMINATIONS FOR CRIMINAL ACTIVITY

- A. The term "due process determination" means a determination by HUD that law covering the Royston Housing Authority's jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Royston Housing Authority has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Royston Housing Authority's public housing premises by other residents or employees of the Royston Housing Authority;
2. Any violent or drug-related criminal activity on or off such premises; or
3. Any activity resulting in a felony conviction.

20.4 Abandonment

If a tenant abandons the dwelling unit, the Housing Authority shall take possession of the tenant's personal property remaining on the premises, and shall store and care for the property. The Housing Authority will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The Housing Authority has a claim against the tenant for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Housing Authority can collect from the tenant all these costs.

In the event the unit is considered abandoned, the Housing Authority shall have the right, provided five (5) days written notice is mailed to the tenant's last known address, to store or otherwise dispose of any property left on or about the dwelling unit after the termination of the lease and any renewal thereof. Any property left on or about the dwelling unit shall be considered to be abandoned. A list of all property disposed of shall be placed in the tenant's file.

20.5 *Return of Security Deposit*

After a family moves out, the Royston Housing Authority will return the security deposit within **thirty (30) calendar days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Royston Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **thirty (30) calendar days**.

21.0 Grievance Procedure

21.1 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer. The Grievance Procedures are not intended to supersede an individual's right to initiate a claim or seek relief under Section 504, the Fair Housing Act, or any other Federal, State, or local civil rights statute(s).

21.2 DEFINITIONS

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

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Royston Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Royston Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Royston Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the resident to be represented by counsel;
 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Royston Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.

- G. **"Promptly"** (as used in section 3.0, and 4.0), shall mean within the time period indicated in a notice from Royston Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

21.3 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Royston Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

21.4 PROCEDURES TO OBTAIN A HEARING

1. Request for hearing

The resident shall submit a written request for a hearing to the Authority or the development office within seven (7) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

2. Selection of a Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the Royston Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Royston Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Royston Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

3. *Failure to request a hearing*

If the resident does not request a hearing in accordance with this section, then the Royston Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Royston Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4. *Hearing prerequisite*

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

5. *Escrow deposit*

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Royston Housing Authority claims is due, the resident shall pay to the Royston Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Royston Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Royston Housing Authority may waive these requirements. Unless so waived, the **failure to make such payments shall result in a termination of the grievance procedure.** However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Royston Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

6. *Scheduling of hearings*

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Royston Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

21.5 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Royston Housing Authority does not make the document available for examination upon request by the resident, the Royston Housing Authority may not rely on such document at the grievance hearing.
- B. 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;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Royston Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Royston Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- F. The Royston Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- G. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

21.6 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Royston Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

21.7 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Royston Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Royston Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Royston Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Royston Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Royston Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Royston Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

21.8 LEASE ADDENDUM and DISTRIBUTION

This Grievance Procedure Policy is hereby incorporated by reference and made a part of the residents Public Housing Lease Agreement. Each resident and resident organization will receive a copy of this Grievance Procedure Policy as a part of the lease agreement.

22.0 Support for our armed forces

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Royston Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Royston Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Royston Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

23.0 Anti-fraud policy

The Royston Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Royston Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Royston Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Royston Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Royston Housing Authority deems appropriate.

24.0 Violence Against Women Act

On January 5, 2006, President Bush signed the Violence Against Women Act into law as Public Law 109-162. Section 603 of the law amends Section 5 A of the U.S. Housing Act (42 U.S.C. 1437c-1) to require five year and annual Agency Plans contain information regarding any goals, activities, objectives, policies or programs intended to support or assist victims of domestic violence, dating violence, sexual assault or stalking.

Sections 606 and 607 amend the Section 8 and Public Housing sections of the U.S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic violence, dating violence, sexual assault or stalking – as well as members of the victims' immediate families – from losing HUD-assisted housing as a consequence of the abuse of which they were the victim.

Based on the statutory requirements, the Royston Housing Authority provides each Public Housing participant with an informational sheet advising them of what to do should they become victims of the Violence Against Women Act. This sheet is also provided to new admissions to the Public Housing Program. The Royston Housing Authority will comply with the requirements of the Violence Against Women Act by assisting such applicants and/or participants who also meet the definition of a "family", are income eligible, have at least one member who is a U.S. Citizen or has eligible immigration status, pass criminal background screening, have no outstanding debt to the Royston Housing Authority and meet all other screening criteria.

In addition, the Royston Housing Authority staff, as managing agents, will respond immediately to any reports of domestic violence from their tenants. The local law enforcement will be notified immediately. The staff will work closely with the tenant and their family to find suitable alternative shelter or other safe housing and provide follow-up counseling as needed to prevent the family from experiencing any further harm. Royston Housing Authority will also work closely with local shelters and local churches in achieving goals to aid families who suffer from domestic violence. Should it become necessary, the staff will work with the District Attorney's Victim Witness Assistance Program to aid families who suffer from domestic violence.

GLOSSARY

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

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

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

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

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

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

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

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

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

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

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

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

Assistance applicant: A family or individual that seeks admission to the public housing program.

Business Days: Days the housing authority is open for business.

Ceiling Rent: Maximum rent allowed for some units in public housing developments under the income method of calculating rent.

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

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

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

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

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned

income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

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

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

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

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

(INSERT IF YOU HAVE AN EMPLOYMENT ADMISSION PREFERENCE)

Employment: Employment for admission preference purposes is defined as:

Employment must be current and have lasted a minimum of **180** calendar days prior to the time the preference is claimed. The employment must provide a minimum of **xxx** hours of work per week for the family member claiming the preference

OR

Employment must have been held continuously for a minimum of (6) months within the twelve (12) month period prior to the time the preference is claimed and if not current the employment was terminated solely due to an involuntary layoff of the employee by the employer.

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Family includes but is not limited to:

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

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

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

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

Full-Time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Guest: Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

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

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

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

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

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

Income Method: A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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

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

A live-in aide is not a party to the lease.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

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

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

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age

but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

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

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

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

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Participant: A family or individual that is assisted by the public housing program.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in

the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds (10) calendar days, the Housing Authority must agree to the absence.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or

- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

- 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF))

program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

Acronyms

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment