

# **PUBLIC HOUSING ADMISSIONS & CONTINUED OCCUPANCY POLICY**



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## **SECTION 1. STATEMENT OF POLICIES**

The purpose of the statement of policies governing admission to and continued occupancy of HUD aided low-rent housing operated by the Portage Metropolitan Housing Authority (PMHA) is to establish policies for items which are not covered under Federal regulations for the public housing program. Changes to these policies will be approved by the PMHA Board of Commissioners, and the Department of Housing and Urban Development (HUD). There shall be maintained in the PMHA lobby management a bulletin board that accommodates the following materials in such a manner as to be readily available to all visitors:

1. Admissions and continued occupancy policies and procedures
2. PMHA lease
3. Grievance procedure
4. Fair Housing poster

PMHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the public housing program. If such changes conflict with these policies, HUD regulations will have precedence. All issues not addressed in this document related to tenants and participants are governed by HUD Handbook 7465.1, Federal regulations, HUD memos and notices and guidelines or other applicable law.

## **SECTION 2. NON-DISCRIMINATION**

It is the policy of the PMHA to comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted. Where there is a conflict, the most stringent provision applies including any state or local laws/regulations/codes, which may be more stringent than Federal requirements. The PMHA shall not discriminate because of race, color, sex, religion, age, disability, familial status, or national origin in the leasing, rental, or other disposition of housing or related facilities, (including land included in any development or developments under its jurisdiction or in the use or occupancy thereof or:

1. deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
2. provide housing which is different than that provided others;
3. subject a person to segregation or disparate treatment;
4. restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. treat a person differently in determining eligibility or other requirements for admission;
6. deny a person access to the same level of services;
7. deny an applicant or participant that is or has been a victim of domestic violence, dating violence or stalking program assistance or denial of admission of an otherwise qualified candidate; or
8. deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.

The PMHA will seek to identify and eliminate situations or procedures, which create a barrier to equal housing opportunity for all. In accordance with Section 504, the PMHA will make reasonable accommodations for individuals with disabilities (applicants or current PMHA residents). Such accommodations may include changes in the method of administering rules, policies, practices, procedures, or services to afford persons with disabilities equal opportunity to use and enjoy a dwelling unit, including common areas.

The PMHA will provide reasonable accommodations for sight and hearing impaired persons. Such accommodations include special arrangements for persons who are unable to come to the PMHA office for processing/certification because of a disability.

To accommodate persons with sight and/or hearing impairments, alternative forms of communications will be offered. Such include sign language interpretations;

having material explained orally by staff; providing large type materials; or having a third party representative (a friend, relative or advocate, named by the persons) to receive, interpret and explain housing materials and be present at all meetings. If paid accessibility professionals are used, the PMHA will pay for such services.

In addition, the PMHA may perform structural modifications to housing and non-housing facilities on sites where such modifications would be necessary to afford full access to the housing program for qualified individuals with disabilities. In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with disabilities, PMHA is not required to:

1. make structural alterations that require the removal or altering of a load-bearing structural member;
2. provide an elevator in any multifamily housing development solely for the purpose of locating accessible units above or below the grade level
3. provide support services that are not already part of its housing programs;
4. take any action that would result in a fundamental alteration in the nature of the program or service;
5. take any action that would result in an undue financial and administrative burden on the PMHA (including structural impracticality as defined in the uniform federal accessibility standards)

Any applicant or resident who feels they have been discriminated against on the grounds of race, color, sex, familial status, age, religion, national origin or disability may file a complaint of such discrimination with the Area Office of the Department of Housing and Urban Development, the Renaissance on Playhouse Square, Suite 500, 1350 Euclid Avenue, Cleveland, Ohio 44115-1815.

### **SECTION 3. CONCEALED WEAPONS**

Unlawful ownership, unlawful possession, unlawful transportation or unlawful use of any firearm or any weapon, in or around the Residence, the Development, or any PMHA property, by a tenant, household member, guest, or other person under the tenant's control, is strictly prohibited.

It is a material violation of this lease for any tenant, household member, guest, or other person under the tenant's control, to discharge a firearm of any kind on PMHA property, or to brandish a weapon of any kind on PMHA property.

"Brandish" means to move or wave, as a weapon; to raise and move in various directions; to shake or flourish in a manner that threatens or tends to threaten, intimidate or frighten.

The term "firearm" is defined broadly and shall include, but not be limited to, all pistols, revolvers, any other handguns, rifles, shotguns, automatic and semi-automatic guns, and any other instrument that expels a metallic, partly metallic, or other hard projectile, including but not limited to BB guns, air or air soft guns, and spring action guns.

Violations of the provisions of the Section XXV of the lease by any tenant, household member, guest, or other person under the tenant's control, shall be grounds for immediate lease termination and eviction.

## **SECTION 4.            PRIVACY POLICY/PUBLIC RECORDS**

It is the policy of the PMHA to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 as amended, and to ensure the protection of such individuals' records maintained by the PMHA. Therefore, neither the PMHA nor its agents shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure. This privacy policy in no way limits the PMHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy. Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap will be treated in a confidential manner. If PMHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment and/or information regarding the severity of the person's disability, Staff will immediately destroy and dispose of this confidential information. It will not be maintained in the individual's file.

All public housing applicants are provided with a Privacy Act notice at the time of application. All residents are provided with a Privacy Act notice at each annual income recertification.

It is further the policy that PMHA is a public agency and as such any information not specifically identified to be guarded by the Privacy Act shall be considered a public record and subject to disclosure.

Upon hire, PMHA staff must acknowledge the following with regard to the confidentiality of client information and files to which they may have access to in the course of their duties while employed at the PMHA:

- Information pertaining to PMHA clients, including information about their application, rental assistance, income, family composition, unit and etc., is private. Staff members are required to refrain from revealing any information gained while at the PMHA unless such discussion is pertinent to the operations of the PMHA and the implementation of its policies.
- In order to avoid any conflicts of interest, staff must notify PMHA supervisory personnel of any PMHA clients that are known to them.
- Breach of these provisions will result in disciplinary action against the employee.
- Staff members are not allowed to release any information to outside sources without written permission by clients.

- Authority to review client files must be granted to the employee by his/her immediate supervisor.

However, the PMHA 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.

Upon receipt of legitimate request, (as specified in HUD Directive Number:03-27 the PMHA will supply to law enforcement officers:

- The current address
- Social Security number
- Photograph (if applicable) of any recipient of assistance

## **SECTION 5.            MARKETING**

PMHA will conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the levels of vacancy in PMHA's units, unit availability through turnover, and waiting list characteristics. PMHA will periodically assess these factors in order to determine the need and scope of the marketing effort. Marketing efforts will be designed to attract applicants from appropriate segments of the lower and very low-income population.

## **SECTION 6. ELIGIBILITY FOR ADMISSION**

In order to be **eligible**, a family must meet various criteria: they must qualify as a "family", as defined below, have an annual income at or below program income limits, each family member must have a social security number (or appropriate documentation of ineligibility to obtain such), the household size must be appropriate per the occupancy standards as defined, and have at least one family member who is either a U.S. citizen or an eligible immigrant.

So long as at least one family member is either a citizen or an eligible immigrant, the family will qualify as a "mixed family" under 24 CFR 5.504 and will have their housing assistance pro-rated (which means they will pay a higher rent than they would if all family members were either citizens or eligible immigrants).

Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet the resident selection criteria. The resident selection criteria is used to demonstrate the applicant's suitability as a resident using verified information on past behavior to document the applicant's ability, either alone or with assistance, to comply with essential lease provisions and any other rules governing tenancy. The applicant family will be judged on past habits and practices related to tenancy and **not** on any attribute or behavior which may be imputed to a particular group or category of persons of which an applicant may be a member.

**Only the following applicants will be admitted:** *Note: Household Heads must be at least 18 years of age in order to legally execute the lease.*

1. Who qualify as a family, defined as:
  - a. Two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources. For purposes of continued occupancy, a minor child who is the remaining member of a family that will need an adult added to the household to continue to receive assistance.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. PMHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period. This adult will be processed as an applicant for a lease addition and must qualify under all admission standards with the exception of the income limit. A change in the family size may require a change in the unit size.

- b. A single individual with no other children who is pregnant at the time of admission or in the process of securing legal custody of any individual under 18 years of age.
  - c. Other persons, including foster children and live-in aides, may be considered a part of the family group if they are living or will live regularly with family.
- 2. Whose annual income at time of admission does not exceed the HUD-established low-income limits appropriate for the family size.
- 3. Whose members each have a social security number (or appropriate documentation of ineligibility to obtain such).
- 4. Whose family size is appropriate per occupancy standards (Note: A under- accommodation.)
- 5. Who meet or exceed the resident selection criteria set forth in these policies.
- 6. No family shall be admitted or permitted to continue occupancy if any member of such family is, in the sole judgment of the authority, an undesirable occupant, defined as:
  - a. no former residents or applicants shall be admitted who owe rent or service charges from current or previous residency or whose past performance in meeting financial obligations, especially rent, was unsatisfactory.
  - b. no former resident or applicant shall be admitted who was or is being evicted for abuse or neglect of a dwelling or conflict with other residents.
  - c. no former resident or applicant shall be admitted who has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which adversely affect the health, safety or welfare of other residents, employees of PMHA, or persons residing in the vicinity.
  - d. no former resident or applicant shall be admitted who has a history of criminal activity involving crimes of physical violence or any other crimes to persons or property, which would adversely affect the health, safety or welfare of other residents, employees of PMHA, or persons residing in the vicinity, involvement in the illegal use or sale of drugs, or would impair the physical or social environment of the development. Certified

victims or threatened victims of domestic violence, dating violence, or stalking are excluded from this provision.

An exception to this provision will be granted when the participant will be reuniting with a qualifying family member currently participating in the Program and who is part of the Public Housing Offender Re-Entry Initiative under the Moving To Work Program.

### **The Public Housing Moving To Work Offender Re-Entry Initiative**

The PMHA Offender Re-Entry Initiative will not exceed 150 eligible participants (Public Housing & Section 8 combined) who were incarcerated, involved in drug court and/or court ordered diversion programs, and/or released from in-patient treatment within the past twelve (12) months, and are seeking to reunite with a qualifying family member currently participating in the Public Housing Program.

Eligibility requirements for the Program include:

- a) Participants either must be already engaged in, or sign consent to participate in, mandatory supportive services recommended and/or offered by PMHA's re-entry program partner, Portage County Adult Probation.
- b) Participants must be reuniting with a spouse, parent, grandparent, sibling or adult child currently in PMHA's Public Housing Program.
- c) Participants with the following convictions are not eligible: Any person who is in violation of **HUD's mandatory criminal background exclusions**, including Tier 3 Sex Offenses and criminal drug activity resulting in eviction and other criminal activity as described as mandatory exclusions in Section 7.
- d) Participants must be drug free.
- e) Participants must be in compliance with all requirements set forth in their probation, as set forth by PC Adult Probation.

Participants who are not already participating in supportive services must consent to engage in mandatory supportive services as deemed appropriate by PMHA and PC Adult Probation. Such services may include, but are not limited to: ongoing case management, peer supporters, life skills development, mental health services, drug/alcohol rehabilitation services, and employment and job training services. PMHA will have the option of requiring participants to work with a PMHA staff member who will offer self-sufficiency services and guidance.

The Portage County Adult Probation office will be primarily responsible for supportive services and the monitoring therein, as the services referenced in this activity are related to the individuals' case plans with Portage County Adult Probation as part of post-release control.

Participants must remain in compliance with all requirements set forth by Portage County Adult Probation while participating in this program. The Portage County Adult Probation office will advise PMHA of any noncompliance that causes the participant's probation to be revoked. If a participant's probation is revoked then he/she may be terminated from this program and thereby have his/her lease bifurcated and he/she will be required to vacate the unit.

Upon successful completion of the Adult Probation Program PMHA will be notified and the participant will inherit the rights and responsibilities of all traditional Public Housing participants with no further obligations for probation and all traditional lease obligations apply.

#### **Categories of Rejection**

Management reserves the right to disapprove applicants for admission if it is determined that a member of the household falls within any of the following categories:

- A. **HISTORY OR CRIMINAL ACTIVITY -**  
Includes cases in which a member of the family who is expected to

reside in the household was or is engaged in any criminal activity which involves crimes of physical violence to persons or property or the nature of which would be detrimental to the safety or welfare of other residents, persons residing in the vicinity of their peaceful occupancy of the premises.

B. **VIOLENT BEHAVIOR -**

Includes evidence of acts of violence or of any other conduct which would constitute a danger or disruption to the peaceful occupancy of neighbors or persons residing in the vicinity. A family member who has engaged in or threatened abusive or violent behavior toward PMHA personnel will not be considered for admission. Abusive or violent behavior towards PMHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Threatening refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination or denial.

C. **CONFIRMED DRUG OR ALCOHOL ADDICTION OR ABUSE -**

Includes evidence of confirmed drug addiction or alcohol abuse, such as a record of conviction for possession, trafficking or use of heroin or other narcotics or controlled substances, a record of written reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted to or is misusing drugs or alcohol. In cases where the individual is undergoing follow-up treatment by a professional agency after discharge from an institution, such person shall not be considered ineligible if such agency confirms in writing that such person is rehabilitated.

D. **RAPE, PROSTITUTION OR SEXUAL DEVIATION -**

Includes convictions for offenses of rape, prostitution, indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicating sexual deviation. Exception may be permitted in the case of an individual if the psychiatrist who has treated the individual confirms in writing that such individual is rehabilitated.

E. **SANITARY OR HAZARDOUS HOUSEKEEPING -**

Includes generally creating a health or safety hazard through acts of neglect and causing or permitting damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul odors, or other problems injurious to other persons health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within the dwelling unit or failing to maintain them in good and clean condition, or any other conduct or

neglect which could result in health or safety problems or in damage to the premises. In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after referral to and recommendation by such agency.

F. **RECORDS OF DESTRUCTION OF PROPERTY OR OTHER DISRUPTIVE OR DANGEROUS BEHAVIOR -**

Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence, gross negligence or irresponsibility; which damages the equipment or premises in which the family resides; or which, is disturbing or dangerous to neighbors or disrupts sound family and community life.

G. **NON-COMPLIANCE WITH RENTAL AGREEMENTS -**

Includes evidence of any failure to comply with the terms of rental agreements on prior residences, such as providing shelter to an unauthorized person, keeping unauthorized pets or other acts in violation of rules and regulations, and painting or decorating without permission of the PMHA.

H. **APPLICANTS WITH A DEBT BALANCE -**

Applicants who owe a balance from present or prior occupancy will not be considered for admission until the account is paid in full and the causes for non-payment of rent during the present or prior occupancy have been sufficiently changed to enable the family to pay when due, rent and other expenses relating to the occupancy of the apartment. The spouse will not be required to pay the balance before admission if the spouse was not the former lessee, provided that there is legal documentation evidencing a divorce or separation and specifying the balance is not due.

I. **MISREPRESENTATION -**

Willful or serious misrepresentation in the application procedures of the PMHA or any governments assisted dwelling unit.

J. **STATE AND FEDERAL LAWS -**

Failure to meet the eligibility requirements imposed by applicable state and federal laws and any regulations or requirements promulgated thereunder.

K. **UTILITIES**

Applicant's inability to obtain appropriate utilities in the head, spouse or co-head's name at time of move-in.

**SECTION 7. SCREENING & EVICTION FOR DRUG ABUSE & OTHER CRIMINAL ACTIVITY**

**One Strike Policy Background**

The Housing Opportunity Extension Act of 1996 and the "One Strike and You're Out" policy adopted by the Federal government is to ensure that those who engage

in illegal drug use or other criminal activities that endanger the well being of residents are not allowed living in public housing. Through these policies and more rigorous screenings for admission into public housing, the PMHA adopts the following policies in order to:

- a) Free public housing residents from daily threats to their personal and family safety;
- b) Build public housing communities that are safer and drug free;
- c) support parents in their efforts to instill the efforts of hard work, personal responsibility, and good citizenship in their families;
- d) Create an environment where young people, especially children, can live, learn, and grow up to be productive and responsible citizens;
- e) Ensure that public housing residents can pursue the work and educational opportunities necessary to lift themselves out of public housing and attain self-sufficiency;
- f) Encourage businesses to invest in distressed areas, bringing badly needed jobs.

#### **Screening of Applicants**

The PMHA has authority to deny occupancy on the basis of illegal drug-related activity and alcohol abuse. The first essential element of the PMHA Screening and Eviction for Drug Abuse and Other Criminal Activity Policy is to ensure that those who engage in illegal drug use or other criminal activities that endanger the well-being of residents, employees of PMHA, or persons residing in the vicinity, are not allowed to live in assisted housing. The PMHA shall screen applicants for criminal activity to ensure newly admitted residents can be expected to comply with the basic rules of tenancy. Such screening shall include:

- a) reviewing police and court records;
- b) conducting online tenant screening with a reputable source that includes verification of national lifetime sex offender registration;
- b) obtaining credit and payment histories for public housing applicants;
- c) obtaining landlord references;
- d) checking with probation officers, parole officers and local service providers;
- e) when feasible, conducting home visitations

It shall be the policy of the PMHA to require, as a condition of continuing to provide and of providing or allowing admission to an assisted housing program within the jurisdiction of PMHA, that each adult member of the household, sixteen (16) years of age, or older, provide a signed, written authorization for the PMHA to obtain criminal records regarding such member of the household from the National Crime Information Center, police departments and other law enforcement agencies, online tenant screening services as well as records maintained pursuant to chapter 2950.01 sexual predators, habitual sex offenders, and sexually oriented offenders.

It shall be the PMHA policy to obtain records from the National Crime Information Center, as available, (hereinafter "N.C.I.C.") and from the various police departments and other law enforcement agencies, for purposes of screening, lease enforcement and eviction. The applicant shall not pay the cost of the N.C.I.C. screening at admission and PMHA reserves the right to obtain said records at lease renewal (recertification).

### **Records Management**

When PMHA receives information from a criminal record, PMHA shall establish and implement a system of records management that ensures that any information received by the PMHA:

- a) is maintained confidentially in accordance with Section 543 of the Public Health Services Act (12 U.S. C. 209 dd-2);
- b) is not misused or improperly disseminated;
- c) is destroyed as applicable:
  - (i) not later than five (5) business days after the date on which the PMHA gives final approval for an applicant for admission or
  - (ii) if the PMHA denies the application for admission, in a timely manner after the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired or two (2) years, whichever is later.

The PMHA receiving information under this provision may use such information only for the purposes provided herein and such information may not be disclosed to any person who is not an officer, employee, or authorized representative of PMHA and who has a job-related need to have access to the information in connection with admission of applicant, eviction of tenant, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary (any person who knowingly and willfully requests or obtains any information concerning an applicant for, or a tenant of, covered housing assistance pursuant to the authority under this section under false pretenses, any person who knowingly and willingly discloses any such information to any individual not entitled under law to receive it, is guilty of a misdemeanor and may be fined not more than five thousand dollars (\$5,000.00) and may be subject to a civil action by the person affected by a negligent or knowing disclosure of such information. Such civil action may also be brought against the assisted housing agency responsible for such unauthorized action).

### **Expiration of Written Consent**

An applicant's signed, written consent shall expire automatically after the PMHA has made a final decision to either approve or deny the applicant's application for admittance to assisted housing.

A resident's signed, written consent (for recertification) shall automatically expire after the PMHA has made a final decision to either terminate tenancy or continue occupancy.

### **Criteria to Screen for Drug-Related and Other Activities**

The PMHA shall consider evidence of criminal activity, including violent crimes and any other crimes that would pose a threat to the life, health, safety or peaceful enjoyment of residence, in making informed assessments about applicants' suitability for tenancy. If any applicant has committed any of the following crimes, (or forms thereof) the applicant shall be presumed unsuitable for tenancy:

- arson
- abduction
- assault
- breaking and entering
- burglary
- carrying a concealed weapon
- criminal damaging
- disorderly conduct
- domestic violence-(excludes certified victims of domestic violence, dating violence, or stalking)
- drug offenses
- homicide
- kidnapping
- manslaughter
- menacing
- murder
- prostitution
- rape
- robbery
- sex offenses
- stalking
- theft or receiving stolen property
- theft related offenses
- weapons offense
- driving under the influence or other alcohol related offenses

In addition, the PMHA may consider other criminal activity that threatens health, safety or right to peaceful enjoyment of the premises, or crimes of violence that involve disturbing the peace. The PMHA shall consider applications for residence by persons with such criminal histories on a case-by-case basis, focusing on the evidence of the seriousness and recentness of criminal activity as the best predictors of tenant suitability. The PMHA will take into account the extent of criminal activity and any additional factors that might suggest a likelihood of favorable conduct in the future, such as evidence of rehabilitation.

The PMHA shall deny occupancy to applicants who have been evicted from federally assisted housing within the past three (3) years from the date of the eviction because of drug-related criminal activity. If the applicant has successfully completed a rehabilitation program and provides due proof of same, the PMHA may admit the household to the assisted housing program.

The PMHA shall deny occupancy to persons illegally using controlled substances and/or other drugs and to persons who the PMHA has reasonable cause to believe (based on illegal use or a pattern of illegal use) of such, may interfere with the health, safety or right to peaceful enjoyment of the premises by other tenants, employees of PMHA, or persons residing in the vicinity. The PMHA may require a drug test or drug screening, as designated by PMHA, prior to determining applicants' suitability for tenancy. The PMHA may also consider evidence of rehabilitation.

The PMHA will **permanently** deny admission to assisted housing units and immediately and **permanently terminate** tenancy in assisted housing of persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The Quality Housing and Work Responsibility Act of 1998 was enacted as Title V of the VA, HUD and Independent Agencies Appropriations Act, 1999, Section 578 and includes "Ineligibility of dangerous sex offenders for admission to assisted housing." The PMHA Screening and Eviction for Drug Abuse and Other Criminal Activity Policy provides that the PMHA will deny assistance to any household that contains a member who is subject to a lifetime registration requirement under the state sex-offender registration program. The PMHA shall comply with the provisions of Ohio Revised Code; Section 2950.01 et seq. PMHA will seek such information from registration agencies with PMHA information requests.

To protect the safety and security of residents in assisted housing, PMHA will consider the effects of alcohol abuse by residents on the assisted housing community. It is the policy of PMHA to prohibit occupancy by a person if the PMHA determines that it has reasonable cause to believe that the person's abuse or pattern of abuse of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, employees of PMHA, or persons residing in the vicinity. In making this determination, PMHA may consider evidence of alcohol abuse, including the following:

- a) complaints and information supplied by household members
- b) complaints and information supplied by other tenants of the housing complex
- c) information obtained from community resources including local police departments

- d) pattern and history of abuse of alcohol

The PMHA may also consider evidence of rehabilitation, however, when an occupant's abuse of alcohol is interfering with the rights of other residents, employees of PMHA, or persons residing in the vicinity and threatens the well being of the assisted housing community, the PMHA shall proceed to evict.

#### **Applicants' Due Process Rights**

If PMHA obtains records of criminal activity that are relevant to applicant screening, the PMHA will notify the household of the proposed action to be based on the information and shall provide the subject of the record and the applicant a copy of such information and an opportunity for an **Informal Review** in order to dispute the accuracy and relevance of the information. This opportunity shall be provided before a denial of admission.

A written record of the review decision will be mailed to the applicant. If the review decision overturns the rejection, processing for admission resumes.

#### **Enforcement by Eviction**

It is the policy of the PMHA to evict tenants for any drug-related criminal activity occurring on or off the premises and for any other criminal activity, if it threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, employees of PMHA, or persons residing in the vicinity. Whenever the PMHA determines that any person with the consent, or acquiescence of the tenant, or tenant family, is illegally using a controlled substance, engaging in criminal drug activity or other criminal activity with does, or may, interfere with the rights of other tenants, employees of PMHA, or persons residing in the vicinity, PMHA may initiate eviction. Tenants are subject to eviction if they allow the individuals on the premises who were previously evicted by PMHA or whose right to be on specified PMHA property has been revoked.

It is the PMHA policy that any drug-related or criminal activity in violation of the foregoing and the terms of the lease will be treated as a serious violation of the material terms of the lease and that PMHA will enforce its Screening and Eviction for Drug Abuse and Other Criminal Activity Policy. It is further the policy of the PMHA to advise and educate all applicants and tenants regarding their rights and obligations under the lease and in particular, regarding the criminal activity provisions and policies herein. PMHA shall endeavor to brief applicants and tenants before leases are signed or renewed and, to the extent practicable, PMHA should include all appropriate members of the household in these briefings, not just the heads of households.

If upon lease renewal (recertification) PMHA obtains records of criminal activity that are relevant to continued occupancy or records that confirm a lifetime sex offender registration requirement, the PMHA will notify the household of the proposed action of termination of tenancy based on the information and shall provide the subject of

the record and the tenant a copy of such information and an opportunity for an Informal Hearing in order to dispute the accuracy and relevance of the information. This opportunity shall be provided before termination of tenancy.

Tenants whose residency is then terminated based on a criminal record obtained have the right to be notified of the basis of the PMHA decision and shall be provided with a copy of the criminal record and the opportunity for a Formal Hearing in order to dispute the accuracy and relevance of the information.

The PMHA Executive Director or his designee shall make all decisions with respect to a tenant's suitability for continued occupancy.

It is the policy of the PMHA to make tenants responsible for the conduct of everyone in their households, and when, by executing the lease, a tenant has promised to ensure a crime-free household, the tenant is responsible for the household regardless as to whether he or she was personally engaged in the prohibited drug or other activity. However, PMHA reserve the right to maintain flexibility to handle these cases on an individual case-by-case analysis to determine, in particular when a tenant has taken all reasonable steps to prevent the criminal activity.

When the PMHA evicts an individual or family for criminal activity from a public housing unit, the PMHA will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

### **Records Management**

When PMHA receives information under this section from a drug abuse treatment facility shall establish and implement a system of records management that ensures that any information received by the PMHA under this section:

- a) is maintained confidentially in accordance with section 543 of the Public Health Services Act (12 U.S.C. 209 DD-2);
- b) is not misused or improperly disseminated;
- c) is destroyed as applicable:
  - (i) not later than five (5) business days after the date on which the PMHA gives final approval for an applicant for admission or
  - (ii) if the PMHA denies the application for admission, in a timely manner after the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired or two (2) years, whichever is later.

### **Expiration of Written Consent**

An applicant's signed, written consent shall expire automatically after the PMHA has made a final decision to either approve or deny the applicant's application for admittance to public housing.

### **Prohibition of Discriminatory Treatment**

The PMHA may only require an applicant to public housing to sign one or more forms of written consent under the preceding section if the PMHA requires all such applicants to sign the same form or forms of written consent.

### **Circumstances of Inquiry**

PMHA may only make an inquiry to a drug abuse treatment facility under the preceding section if:

- a) the PMHA makes the same inquiry with respect to all applicants or
- b) the public housing agency only makes the same inquiry with respect to each and every applicant with respect to whom the PMHA receives information from the criminal record of the applicant that indicates evidence of a prior arrest or conviction or
- c) the PMHA receives information from the records of prior tenancy of the applicant that demonstrates that the applicant
  - i. engages in the destruction of property;
  - ii. engaged in violent activity against another person or
  - iii. interfered with the right of peaceful enjoyment on the premises of another tenant.

### **Option Not to Request Information**

The PMHA shall not be liable for damages based on its decision not to require each person who applies for admission to public housing to sign one or more forms of written consent authorizing the PMHA to receive information from a drug abuse treatment facility under this section.

### **Special Provisions for the Manufacture of Methamphetamine**

The PMHA will **permanently** deny admission to public housing units and the Section 8 voucher, and moderate rehabilitation programs, and immediately and **permanently terminate** tenancy in public housing or terminate Section 8 assistance of persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

### **Special Provisions for Sex Offense Crimes**

The Quality Housing and Work Responsibility Act of 1998 was enacted as Title V of the VA, HUD and Independent Agencies Appropriations Act, 1999, Section 578 and includes "Ineligibility of dangerous sex offenders for admission to public housing." The PMHA One Strike Policy provides that the PMHA will deny assistance to any household that contains a member who is subject to a lifetime registration

requirement under the state sex-offender registration program. The PMHA will seek such information from registration agencies with PMHA information requests. Persons denied assistance may dispute the accuracy of any sex-offender registration information by appealing denial of assistance following the appeals process stated elsewhere in this Policy and subject to the regulations issued by HUD.

The PMHA shall carry out criminal history background checks on applicants for federally assisted housing and make further inquiry with state and local agencies as necessary to determine whether an applicant or a member of the applicant's household for any federally assisted housing is subject to a lifetime registration requirement under a state sex-offender program. The PMHA shall comply with the provisions of Ohio Revised Code, Section 2950.01 ET seq.

Before an adverse action is taken with respect to an applicant for federally assisted housing on the basis that an individual is subject to a lifetime registration requirement under a state sex-offender registration program, the PMHA shall provide the tenant or applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information. The PMHA may charge an applicant a reasonable fee for taking action regarding obtaining information.

The PMHA shall establish and implement a system of records management that insures that any criminal record or information regarding a lifetime registration requirement under a state sex offender registration program that is obtained under this section by the PMHA is:

1. maintained confidentially;
2. not misused or improperly disseminated;
3. destroyed, once the purpose for which the record was requested has been accomplished

The PMHA receiving information under this provision may use such information only for the purposes provided herein and such information may not be disclosed to any person who is not an officer, employee, or authorized representative of PMHA and who has a job-related need to have access to the information in connection with admission of applicant, eviction of tenant, or termination of assistance.

For judicial eviction proceedings, disclosures may be made to the extent necessary (any person who knowingly and willfully requests or obtains any information concerning an applicant for, or a tenant of, covered housing assistance pursuant to the authority under this section under false pretenses, any person who knowingly and willingly discloses any such information to any individual not entitled under law to receive it, is guilty of a misdemeanor and may be fined not more than five thousand dollars (\$5,000.00) and may be subject to a civil action by the person affected by a negligent or knowing disclosure of such information. Such civil action may also be

brought against the public housing agency responsible for such unauthorized action.)

#### **Authority to Require Access to Criminal Record**

The PMHA may require, as a condition of providing admission to a public housing program or assisted housing program within the jurisdiction of PMHA, that each adult member of the household provide a signed, written authorization for the PMHA to obtain criminal records regarding such member of the household from the National Crime Information Center, police departments and other law enforcement agencies including the Portage County Sheriff's Department and, in particular, for records maintained pursuant to chapter 2950.01 sexual predators, habitual sex offenders, and sexually oriented offenders, as well as criminal and drug activity.

#### **PMHA Verification for Private Owners of Federally Assisted Housing**

The PMHA may take any action regarding obtaining information for applicants or tenants of federally assisted housing located within the jurisdiction of the PMHA and for owners of housing located within the jurisdiction of the PMHA if such owner has requested that the PMHA take such action on behalf of such owner. Upon such a request by the owner, the PMHA shall take the action requested. The PMHA shall not make any information obtained available to the owner but shall perform determination for the owner regarding screening; lease enforcement and eviction based on criteria supplied by the owner.

#### **Fee**

The PMHA may be charged a fee for taking action regarding obtaining information. In the case of the PMHA taking action on behalf of another owner of federally assisted housing, the PMHA may pass such fee on to the owner making the request and may charge an additional fee for making the request on behalf of the owner.

## **SECTION 8.            WAITING LIST MANAGEMENT**

It is the policy of PMHA to administer its waiting list as required by HUD handbooks and regulations, with modifications approved under the Moving To Work Demonstration Agreement.

### **A.        Opening and Closing Waiting Lists**

In order to maintain a balanced application pool, PMHA may, at its discretion, restrict application taking, suspend application taking, and close waiting lists in whole or part. PMHA will also update the waiting list by removing the names of those that are no longer interested in or no longer qualify for housing. If PMHA has sufficient applications, it may elect to:

- 1) close the waiting list completely;
- 2) close the list during certain times of the year; or
- 3) restrict intake by preference, priority or special program needs.

Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of PMHA to house an applicant in an appropriate unit within a reasonable period of time. Closing the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.

During the period when the waiting list is closed, PMHA:

- **will** accept applications for any special needs programs resulting from designated funding allocations and/or other contractual agreements.
- **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

## **B. Waiting Lists and Preferences**

The PMHA will take applicants from its waiting list for possible placement in a public housing unit by ranking applicants according to a point system, described below, with applicants ranked from most points to least. Once ranked by points, applicants will be ranked within each point amount by date and time of application, first-come, first-served:

### **1. Military Service Preference - (1 point)**

This preference will be met if:

- (a) The head of household, spouse or co-head is an active member, a veteran or survivor of a veteran who is actively serving or did serve in a branch of the U.S. Armed Forces.
- (b) Survivor includes the spouse or widow of a veteran unless remarried.
- (c) Honorably discharged only. A person who served in the military that was dishonorably discharged is not eligible for this preference.
- (d) Verification requires a DD-214 form

*For ranking preferences, families meeting the Military Service Preference definition receive **1 point**.*

**Effective December 1, 2015, the Military Preference is the only preference point given to applicants and the Waiting List was modified to reflect the removal of all other points previously given.**

## **C. Change in Preference Status While on the Waiting List**

Occasionally families on the waiting list who did not qualify for a preference when they applied will experience a change in circumstances that qualifies them for a preference. In such cases, it will be the family's duty to contact PMHA so that their

change in status may be verified to reflect the preference. To the extent that the verification determines that the family does now qualify for a preference they will be moved up on the waiting list in accordance with their preference, and their date of application.

#### **D. Removal of Applications from the Waiting List**

PMHA will not remove an applicant's name from the waiting list unless:

- 1) the applicant requests that the name be removed; or
- 2) the applicant was clearly advised of the requirement to inform PMHA of their continued interest in housing by a particular time and failed to do so; or
- 3) PMHA made a reasonable effort to contact the applicant to determine if there is continued interest in housing but has been unsuccessful; or
- 4) PMHA has notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing.

## **SECTION 9. APPLICATION INTAKE AND PROCESSING**

It is PMHA's policy to accept and process applications in accordance with applicable HUD handbooks and regulations and the Moving-To-Work Demonstration Agreement.

#### **A. Application Intake and Processing**

All applications are taken on site at the PMHA office; however, alternative arrangements can be made for public housing applicants who are unable to come to the office because of a disability during application, intake and processing.

Applicants will be informed of the availability of alternative forms of communication to meet specific needs. Examples may include provision of a qualified sign language

interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; and permitting applicants to file applications by mail.

All communications with applicants will be sent by first class mail. Failure to respond to letters will result in withdrawal of an application from further processing. Written applications for open waiting lists will be accepted from anyone who wishes to apply. Subsequent review will eliminate applications of families that do not qualify. Every application must be completed and signed by the head of the household and/or spouse. All other members of the household will be listed on the application form. PMHA staff will assist any applicants who might have trouble completing the application form. This assistance might take the form of answering questions about the application, helping applicants who might have literacy, vision or language problems and, in general, making it possible for interested parties to apply for assisted housing.

Every application constitutes the basic legal record which supports the authority's determination of the eligibility status, rent and size of unit for which the applicant is qualified. The application for admission also constitutes the basis for establishing the applicant's priority status for selection. The following procedures shall be followed in processing all applications:

1. All entries by applicants and PMHA personnel are to be made in ink or type.
2. Any changes in the original application information are to be made from a housing update form completed by the applicant. The updated information will be entered into the PMHA computer application system and the application update form will be attached to the original application with the date the change was entered.
3. The date and time of receipt of each application for admission shall be entered into PMHA's computer system.
4. When applicant and interviewer have ensured that every blank is completed (exclusive of those provided for PMHA determinations) both shall sign and date the application in the appropriate spaces. No blank shall be left open. Those, which are inapplicable to a particular applicant, shall be completed with a (non applicable), "no", or "none".
5. If during the interview it becomes obvious that the applicant definitely is ineligible, the applicant should be so informed (verbally and in writing) and should be told the reasons. The application then shall be classified as ineligible. The file shall be documented to show when and how the applicant was informed and the reasons for ineligibility.

6. The active applications and all materials relating to them are to be kept current at all times.
7. Applicants who fail screening will receive a rejection letter, which provides information concerning the informal review process and their right to request a review as applicable. The letter will state that applicants with disabilities have the right to request reasonable accommodations to participate in the informal review process.
8. Inactive and ineligible application files shall be purged and withdrawn no less often than once a year. Each withdrawn application shall be documented with the date of withdrawal, the reason for it, and the initials of the person who makes the determination. It shall show the dates of any telephone calls, personal contacts, etc., and the results.

## **SECTION 10.**

## **PREFERENCES FOR RESIDENT SELECTION**

### **A. General Policy**

It is the PMHA policy that a preference does not guarantee admission. Every applicant must still meet the selection standards before being accepted as a resident. Preferences will be granted to applicants who are otherwise eligible and who, at the time they are certified for admission satisfy the requirements of the preferences described in the waiting list Section.

### **B. Elderly Housing**

Elderly applicant households will have top priority for units designed for the elderly. The preference hierarchy for such units shall be as follows:

1. elderly applicants with local preference(s)- 62 & older
2. near-elderly applicants-55 and older
3. non-elderly applicants-50 and older

### **C. Accessible or Adaptable Units**

For units accessible or adaptable for persons with disabilities, households with at least one person with a disability, will have first priority, (as applicable for a particular unit's feature). A family with a disability may need a unit that is larger than the occupancy standards allow as a reasonable accommodation. A larger unit may be provided on receipt of verification for this need as a reasonable accommodation.

1. Current residents requiring accessible/adaptable units shall be given priority over applicants requiring the same type of unit. Efforts will be made to offer vacant accessible or adaptable units to residents with needs living in the same development. The PMHA is obligated to pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
2. Where no such applicants or current residents are at hand, management reserves the right to hold such units available up to a maximum of 30 days) while outreach efforts are in process to obtain applicants with need for such units.
3. If there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the PMHA will offer the unit to an applicant on the waiting list who does not need the accessible features of the unit.
4. Where non-disabled persons are moved into units designed to meet special needs, they shall do so only after signing a lease addendum agreeing to move, at the PMHA's expense, to a unit with no such design features should an applicant or current resident require an accessible unit of the type currently occupied by the non-disabled person.
5. The PMHA will not prohibit an eligible disabled family from accepting a non-accessible unit for which the family is eligible that may become available before an accessible unit. The PMHA will modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.
6. To verify a disability, staff will first check to see whether the applicant or resident is under age 62 and receives either Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. Receipt of such disability income is sufficient verification that an individual qualifies as a person with a disability. However, individuals with disabilities who do not

receive SSI or SSDI may still qualify as a person with a disability under the statutory definitions of disability. In these cases, the individual with a disability may need to provide supporting documentation. Staff will only ask for information that is actually necessary to verify that the person has a disability and that there is a reasonable nexus between the individual's disability and the requested accommodation(s). Staff will not inquire about the nature or severity of the person's disability, if PMHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment and/or information regarding the severity of the person's disability, Staff will immediately destroy and dispose of this confidential information. It will not be maintained in the individual's file.

7. The PMHA will make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling unit, including common areas.

#### **D. Preferences and Selections of Residents**

PMHA shall not, based on race, creed, sex, age, familial status, national origin, religion or disability deny to any person the opportunity of applying for admission, nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its needs in any development of PMHA. In selecting residents from among eligible applicant families of the size and composition appropriate to available dwelling units, PMHA will take into consideration the needs of individual families for low-rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing development, which provides a decent home and a suitable living environment and fosters economic and social diversity in the resident body as a whole. Selection will be made in such a manner as:

1. to avoid concentrations of the most economically socially deprived families in one or all of the developments owned by PMHA.
2. to preclude admission of applicants who habits and practices reasonably may be expected to have a detrimental effect on the residents or the development environment.
3. to maintain a resident body in each development composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of low-income families in PMHA's area of operations as defined by HUD.
4. to maintain and fully utilize rent ranges as approved by HUD.

#### **E. Unit Assignment**

##### **1. General Family Placement**

All Public Housing applicants designated for general placement in a family unit will be assigned to the following Public Housing, in accordance with the turndown policy:

- Athena Gardens
- Community Estates
- Harvest Woods
- Town Square Villas
- Heritage Knolls
- Renaissance Place

Scattered Sites - offered as general family placement to an applicant only if no qualifying Public Housing tenant accepts the unit under PMHA's MTW Scattered Site Transfer feature

## **2. Supportive Services Placement**

Applicants on the waiting list may indicate a desire to participate in a supportive service program. The supportive service programs are assistance for the disabled. Applicants interested in these services must meet traditional public housing admissions requirements as well as criteria established for the respective service.

### **Supportive Services for the Disabled, Homeless and Others**

On-site supportive services are available for persons with physical and mental disabilities and persons struggling with homelessness.

Services for physically disabled persons are offered at 1683 Athena Drive by Independence Inc., and the Portage County Board of Development Disabilities.

Services for mentally disabled (to assist them to become independent) are offered at Walnut House by Coleman Professional Services.

Housed individuals at the above facilities are usually referrals by the specific service agency. However, this does not preclude applicants from the PMHA waiting list from being considered for these units.

Applicants for these units must meet the admissions criteria for both the public housing program and the supportive service. Once housed, the participant executes the traditional PMHA lease. The participant is entitled to traditional public housing rights and must meet traditional public housing responsibilities.

## **F. Application Pool and Selection**

A central pool of eligible applications shall be maintained in the following order:

1. preferences
2. bedroom size

### 3. date and time of application

Every application shall contain a record of each unit offered, identification of the development, the date and circumstances of each offer, to include rejection or acceptance.

Applicants, not including those applying for Eastowne Manor or Etna House, will be offered a choice of the appropriate bedroom-size unit located in developments on the Eastside, Westside, or the First Available Unit on either side. If a unit is offered in accordance with the applicant(s) choice and refused, the applicant will be removed from the waitlist and must reapply for the public housing program.

Refusal of offers to scattered site housing will not warrant removal from the waitlist. The PMHA understands that scattered-site housing places additional requirements on families when compared to living in a development. Such requirements include lawn maintenance, having access to transportation, etc.

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## **SECTION 11.        Qualified and Unqualified Applicants**

- a.    verified information will be analyzed and a determination made with respect to: Eligibility of the applicant as a family; (24 CFR 912.2) Eligibility of the applicant with respect to income limits for admission; (24 CFR 913.105 & 105)
  - Unit size required or request by the family;
  - Preference category (if any) to which the family belongs.
  - Qualification of the applicant with respect to the applicant selection criteria (24 CFR 960.205) and the Categories of Rejection.
- b.    Families determined to be qualified in terms of both eligibility and screening will be notified by PMHA of the approximate date of occupancy insofar as that date can be reasonably determined. PMHA will make every effort to estimate an approximate date of occupancy. However, the date given by

PMHA does not mean the applicant should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by PMHA, such as turnover rates, and market demands as they affect bedroom sizes and site location.

- c.. Applicants determined unqualified for admission will be promptly notified by PMHA of the basis for such determination. PMHA shall provide such applicants with an opportunity for an informal review of the determination. The applicant must contact PMHA within ten (10) days (or other time factors determined reasonable by PMHA) of the date of such determination. Upon the applicant's request, PMHA shall schedule an informal review. The review shall occur within the 30-day period following the applicant's request for an informal review. When a review is requested, no action will be taken to remove the applicant from the waiting list until the review process has been completed. If the results of the review vindicate the applicant, the applicant's waiting list position shall be preserved.

The notice of rejection to the applicant must include the above information plus a description of the informal review process.

- d. Applicants who are known to have a disability and have been determined eligible but who fail to meet the applicant selection criteria, will be offered an opportunity to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.
- e. Informal review procedure
  - 1. Applicants will be rejected only for ineligibility or failure to meet applicant selection criteria. All applicants who are rejected by PMHA will receive a letter that informs them of the rejection, explains why they have been rejected, and notifies them that they may contest the rejection in an informal review within ten (10) days of the date of the letter of rejection. The notice of rejection will include the above information plus a description of the informal review process.

The rejections letter will also state that applicants with disabilities have the right to request reasonable accommodations to participate in the informal review

process. The PMHA will provide reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program.

If the rejection is a result of the applicant's failure to complete the application process, the applicant shall not have a right to an informal review. However, if the applicant disputes PMHA's decision that the application was incomplete based on a claim that information was already submitted or is not needed by the PMHA, the applicant shall have the right to an informal review. To minimize the need for such reviews, PMHA shall forward a notice which will inform the applicant that the application is incomplete and in what way. The notice will also inform the applicant of the right to contest PMHA's decision on the limited grounds set forth in this paragraph.

An informal review is not required:

- To review discretionary administrative determinations made by PMHA, or to consider general policy issues or class grievances;
- To review PMHA's determination of the number of bedrooms needed to establish bedroom size needed under the standards established.

PMHA shall make the final determination whether or not the applicant's grounds for requesting an informal review fall within the limited grounds herein set forth, and, as a result, whether or not the applicant will be given an informal review.

## 2. Scheduling the review

Upon receipt of the applicant's request, PMHA shall schedule an informal review. The review shall occur within the 30-day period following the applicant's request for an informal review. The review shall be held at a mutually convenient time at PMHA's central office.

## 3. Contents of the rejection letter

The notice of rejection to the applicant must include the above information plus a description of the informal review process. Applicants have the right to be represented by counsel at the review.

4. Applicant rights during the review  
During the review, the applicant will be afforded an opportunity to present evidence rebutting the grounds for rejection.
5. Due process requirements  
The informal review will conform to the following due process requirements:
  - a. If the decision to deny admission is based on allegations by a third party, PMHA will attempt to have the third party present.
  - b. PMHA employee who made the decision should be present, to provide available facts and to be questioned.
  - c. The review must be conducted by an employee of PMHA who did not participate in the decision.
  - d. The decision must be based solely on evidence presented at the review.
  - e. The applicant has the right to inspect the file.
6. Reversal of PMHA rejection decision if, as a result of information presented by the applicant at the informal review, PMHA reverses its decision to reject the applicant, no new application is required and the application will be returned to the appropriate place on the waiting list.
7. No reversal of PMHA rejection decision  
If PMHA's decision for rejection is not over-turned, the applicant may submit a new application for admission at a time when the waiting list is open after a period of 18 months has elapsed to permit the applicant to correct the behavior or situation that resulted in rejection. The applicant must provide documentation to support the change. A shorter period, as determined by PMHA to be appropriate under the circumstances of the rejections, may be allowed.
8. Final decision  
The decision of the informal review officer shall be considered the final decision; excepting extenuating circumstances the executive director shall maintain the discretionary authority to alter this decision based on clear and convincing evidence.

## **SECTION 12.        Applicants with Disabilities**

- A.    It is illegal to reject an applicant because he or she has a disability, or for reasons that could be overcome by PMHA's reasonable accommodation of the applicant's disability. If, even with reasonable accommodation, applicants with disabilities cannot meet essential program requirements, it is permissible to reject them. Such insurmountable problems might arise because of behavior or performance in past housing, inability to comply with the terms of PMHA's lease, or needed services from PMHA staff that represent an alteration in the fundamental nature of PMHA's program. (24 CFR 100.202)

Following are the stages of processing the applications of persons with disabilities:

- 1.    Eligibility Review

- A. The first stage of processing is the determination of program eligibility. Single applicants who are disabled or under the age of 62 as defined in HUD's part 913 regulations are eligible. The PMHA must only ask about a disability to determine the appropriate type of unit. The assignment of a unit is based upon unit availability and the criteria noted in Section 9.
  - B. Elderly family status is recognized to meet the eligibility criteria related to family composition (besides qualifying the member for a special deduction in rent computation and conferring a preference in assigning units in buildings for the elderly). Once an applicant has been determined to have a disability, no further reference should be made to that fact unless the application reaches the third stage of processing.
- 2. Applying the Applicant Selection Criteria  
The second stage of processing is applying the applicant selection criteria contained in this procedure. Neither mitigating circumstances nor reasonable accommodations will be an issue for any applicant who passes the applicant selection criteria. thus, an applicant who happened to have a disability but was able to demonstrate a history of meeting financial obligations, caring for a rental unit, avoiding disturbing neighbors and destroying property, refraining from criminal behavior, and, if necessary, ability to comply with PMHA's lease, would be recommended for admission with no further reference to the consideration of any disability.
- 3. Seeking Mitigating Circumstances or Reasonable Accommodation.
  - A. The third stage of processing would only come into play if an applicant could not meet one or more of the applicant selection criteria. At this point, applicants with disabilities are entitled to considerations to accommodate their special needs, in addition to those afforded to all other applicants.
  - B. Staff should hold a second interview with any applicant known to have a disability who cannot meet one or more of the applicant screening criteria. The purpose of this interview is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying reasonable accommodation.
  - C. Mitigating circumstances would be facts (that can be verified) that would overcome or outweigh information already gathered in the tenant screening process. For example, if an applicant

has a previous history of disturbing neighbors, but his/her recent behavior was much improved, PMHA could consider this a mitigating circumstance. PMHA staff must document the improvement if the file contained only data about the former problems.

- D. If the evidence of mitigating circumstances presented by the applicant relates to a change in medical condition or course of treatment, PMHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance.

PMHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such further information, PMHA will give no further consideration to the mitigating circumstance.

- E. The Public Housing staff must keep in mind that an applicant with a disability who may, for example, be unable to care for a current apartment alone, may still qualify as being able to comply with the lease if he or she can demonstrate that assistance with caring for the unit has been secured. Such assistance could be in the form of a live-in aide, or it could be a friend, family member, chore service or employee of the applicant. It is not the province of PMHA to make judgments about the best way to provide assistance, but simply to determine whether the assistance will enable the applicant to meet the screening criteria.
- F. If some form of assistance is needed to enable an applicant to comply fully with the lease terms, screening staff should obtain verifications that such assistance is available to the applicant.

The documentation should verify that services necessary for admission will, in fact, be available upon admission. These forms are not structured as lease addenda. As an example, if an applicant is demonstrated to need assistance with the care and cleaning of an apartment, and is admitted because he/she can demonstrate that he/she has secured a chore service, PMHA could not then evict him/her if he/she fired the chore service unless PMHA could show that the tenant could not or did not care for the unit according to PMHA's standard. PMHA's legitimate interest is in the fact that the apartment

meets its housekeeping standards, not in the way the resident accomplishes this.

- G. If no mitigating circumstances exist that satisfy PMHA's applicant selection criteria, PMHA must consider reasonable accommodations PMHA could make to eliminate barriers to housing the applicant. Reasonable accommodations may take the form of either physical changes made to the unit, building, development or grounds, or policy or procedure changes.
- H. Accommodations, to be considered reasonable, must not cause undue financial or administrative burden or an alteration in the fundamental nature of PMHA's public housing program. If a service is necessary for compliance with the lease, PMHA cannot be required to provide it to an applicant with a disability if it is not provided to other tenants, but PMHA must consider admitting that applicant if he or she can document that the service will be provided by others at no cost to PMHA.
- I. Any applicant with a disability who cannot meet the applicant screening criteria taking into account possible mitigating circumstances, reasonable accommodations by PMHA, or services needed for lease compliance verified to be provided to the applicant by others, must be rejected.

### **SECTION 13. Acceptance and Move-in of Qualified Applicants**

#### **A. Offering a Unit**

When a notice to vacate an apartment is received or at other such times, the unit will be offered to the processed household at the top of the waiting list for that unit type. When households at the top of the waiting list cannot be contacted within ten days, the offer will be canceled and the unit will be offered to the next group of households on the waiting list.

The first household on the waiting list will be contacted to confirm its continued interest in public housing. If the household replies affirmatively, its application will retain its position on the waiting list; if the reply is negative or if no reply is received within ten days, the application will be withdrawn for public housing.

#### **B. Prior to Move-in**

1. All adult members of the household will sign the lease and related documents;
  2. The applicant and management will inspect the unit, and will sign the move-in inspection form;
  3. The applicant will pay the security deposit (and pet deposit, if applicable). Security Deposit will be the greater of \$50 or Total Tenant Payment, however, the security deposit will not exceed the ceiling rent. for the unit even if the Total Tenant Payment exceeds the ceiling rent at move-in. When the resident is at ceiling rent, the security deposit will equal ceiling rent. The applicant will pay the rent for the first month as set forth in the lease;
  4. Payment of the security deposit and first month's rent must be by cashier's check or money order;
  5. The applicant will be given a copy of the lease, the move-in inspection form; and house rule;
  6. The vehicle registration form will be completed
- C. At Move-in  
Keys to the apartment will be issued to the household.
- D. Failure to Move in on Time  
If a household fails to move in on the agreed date, the application may be declined, the security deposit processed, and the unit will be offered to the next household on the waiting list.
- E. The Property Manager will schedule evening and weekend move-ins, as necessary, to meet the needs of prospective tenants and/or reduce PMHA lease-up time.

**SECTION 14. Verification Requirements to Determine Initial Eligibility and for Continued Occupancy**

All family members (applicant or participant) 18 years of age or older are required to sign a consent form(s) to authorize the release of information to secure documentation for the items listed below. The PMHA will require applicants or participants to sign HUD Form 9886 in order for the PMHA to obtain third party verification of any income information or materials from State Wage Information Collection Agencies (when implemented in Ohio) and/or income information obtained from previous and current employers. HUD Form 9886 will authorize third-party verification of income from the Social Security Administration and Internal Revenue Service when applicable. PMHA may use any and all streamlining and expediting processes for verifications as allowed by HUD to public housing authorities as directed by HUD notice or rule.

Verification of the following is required unless it conflicts with MTW Rent Policies:

- Income

- Family composition
- Age and identity of all household members
- Disability (if allowance is warranted)
- Full-time student status for deduction purposes
- Social Security Numbers for each family member
- Citizenship and Eligible Immigration Status
- Required criminal history review for all adult family members 16 years of age and older
- Disability assistance expenses (working family)
- Unreimbursed medical costs (Elderly and Disabled families only)
- Documented ability to abide by PMHA lease requirements
- Landlord references if eviction was filed in last 3 years

All above information must be documented and appropriate verification forms or letters placed in the resident file. Public Housing Staff will make home-visits to facilitate the verification process when a hardship exists.

Income that is excluded by Federal Statute or PMHA's Moving to Work Program will not be verified with the exception of overtime. From time to time verification may be required to confirm the source of income qualifies as excluded income.

PH staff will refer to Notice PIH 2018-24 (HA) Issued November 27, 2018 for guidance as to:

1. Acceptable evidence of a Social Security Number
2. Verification of a SSN
3. When documentation of a SSN provided by the applicant or participant may be rejected
4. Addition of a new household member and termination of the family's tenancy or assistance for failure to comply with the SSN disclosure and documentation requirements

Applicants for public housing will be denied the eligibility of assistance if each member of the household required to disclose his/her SSN does not disclose a SSN and/or provide documentation of such SSN. However if the family is otherwise eligible to participate in the programs, the family may maintain his/her position on the waiting list for a period of 90 days pending disclosure of requested information. If all household members have not disclosed their SSN at the time a unit becomes available, PH staff will offer the available unit to the next eligible applicant family on the waiting list.

**A. Period for Verification**

Only verified information that is less than 180 days old may be used for certification or recertifications.

Acceptable participant-provided original documents submitted for Document Review verification may be up to 180 days old on a case-by-case basis. For example, participant provided paystubs must be current at the time of submission and not older, however, staff can use that information for certifications and recertifications for 180 days into the future.

Verification information not subject to change (such as a person's date of birth, Social Security number or Citizenship and Eligible Immigration Status) need not be re-verified.

**B. Methods of Verification**

The rule of thumb for securing 3rd Party Verification is:

**UIV = EIV = 3rd party verification**

**When the tenant does not dispute EIV & is supplemented with current documents.**

The primary method of verification is current, automated documentation (Upfront Income Verification) which supplements Enterprise Income Verification that is not disputed by the resident.

Documents to Supplement EIV Information may include:

Employment, Wages & Unemployment information

- Letter from employer to confirm effective dates of employment, etc.
- Current and consecutive pay stubs
- Payroll report
- Letter from unemployment office to confirm benefit status and payments
- Unemployment benefit pay stubs

Social Security Benefits

- Updated in EIV every 3 months
- No supplemental documentation is needed if the tenant does not dispute EIV
- If tenant disputes EIV, the resident must provide current (dated within 60 days of PMHA request date) SSA benefit verification letter.
- The Resident may call SSA at 800-772-1213 to request verification letter

It is the Applicant's/Tenant's responsibility to provide documents at the request of the PMHA. For families who pay an income-based rent, HUD regulations, 24CFR Parts 960.259(c) and 982.516(a) require the PMHA to obtain and document in the tenant files, independent third party verification of reported family income, the value of assets, expenses related to deductions from income and other factors affecting adjusted income. If enterprise income verification or third party verification is not available, the PMHA staff will document the reason(s) why.

Enterprise Income Verification consists of the verification of income before or during a family re-examination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. When EIV data is available, a comparison will be made to family-provided income data.

When there is no substantial difference (less than \$200 per month) between EIV and family-provided data, the PMHA will follow these guidelines:

If the EIV figure is less than the family's figure, the PMHA will use the family's information.

If the EIV figure is more than the family's figure, the PHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances the PMHA will use the family-provided information.

When there is a substantial difference (\$200 or more per month) between EIV and family-provided data, the PMHA will follow these guidelines:

The PMHA will request written third-party verification from the discrepant income source.

When the PMHA cannot readily anticipate income in cases of seasonal employment, unstable working hours, or suspected fraud, the PMHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PMHA will analyze all EIV, third party and family-provided data and attempt to resolve the income discrepancy.

The PMHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

When unreported income is discovered through EIV data:

1. Amounts under \$2,400 per year will be waived providing that the income was sporadic. Resident will be sent a reminder to report income changes within 10 days.
2. Amounts \$2,400 per year or more from sporadic employment or other sources will require a re-payment agreement to offset any rent adjustment that was due
3. Amounts that are continuously received from any source will require investigation. Upon investigation, the resident may be required to pay retro-rent, or in a case determined as fraud, the lease agreement will be terminated

Types of income that may be verified by Enterprise Income Verification include:

1. Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)
2. Unemployment Compensation, if available
3. Welfare Benefits, if available
4. Social Security Benefits (including Federal and State benefits, Black Lung benefits, and dual benefits)
  - a. Social Security
  - b. Supplemental Security Income
5. Child Support, Pensions and related sources, if available

When information is secured through EIV, PMHA staff will be required to treat the information in accordance with PMHA policies regarding Enterprise Income Verification System.

Third party verification is defined as independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verified documents must be supplied directly to the independent source by the PMHA and returned directly to the PMHA from the independent source.

The Applicant/Tenant cannot hand carry documents to or from the independent source. The PMHA will mail, fax or e-mail the verification request form to the independent source.

Third-party verification principles will be implemented to document the following:

1. Reported family annual income
2. The value of assets (Not applicable under MTW-Assets will be documented on the Personal Declaration)
3. Expenses related to deduction from annual income - not applicable under MTW
4. Other factors that affect the determination of adjusted income or income-based rent - not applicable under MTW

### **Exceptions to Third Party Verification Requirements**

Third-party verification efforts may not be practical when:

1. The income source will not honor or does not have the capability to provide written or oral requests for income information
2. The asset or expenses to be verified is an insignificant amount – not applicable under MTW
3. It is not cost effective to obtain third party verification of assets and expenses, when the impact on the total tenant payment is minimal.

In such cases, it is acceptable for the PMHA to review original documents provided by the applicant/tenant. The PMHA staff member must provide file documentation listing the reason(s) why third party verification was not available. A copy of the original documentation provided will be placed in the applicant/tenant file.

Examples of when third party verification may not be available:

- Checking/Savings Accounts: When the balance is under \$1000 and it would not be cost effective to incur bank verification fee and/or use public housing staff time to facilitate third party verification
- Employment: When attempted 3<sup>rd</sup> party verification did not yield a positive result
- Self-Employment: When applicants/residents do odd jobs such as babysitting, cutting lawns, etc. and cannot provide a name, address or telephone number for confirmation of this type of income. In such cases, available documents for review or personal declaration will suffice

- Federal, State, or Local Benefit Programs: When the benefit source is unable or unwilling to provide verification, or when the applicant/resident is newly admitted into a program and data is not yet available

In the event that the independent source does not respond to the PMHA's request for information within or up to 10 days, a 2<sup>nd</sup> attempt to obtain written verification will be made. Within 7 days following the 2<sup>nd</sup> attempt to obtain written verification, if no response is received, 3<sup>rd</sup> Party Oral Verification will be attempted.

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, staff will compare the information to any documents provided by the applicant/resident. If information is provided by telephone, the staff person must originate the call.

If oral verification fails after 2 attempts within 3 days, the PMHA staff person will document the Applicant's/Tenant's file as to why third-party verification was not secured.

**Document Review** When third party and enterprise income verification sources are not available, document review will be accepted when the documentation provided can be used to determine the gross annual amount of income or expenses, or complete eligibility criteria primarily during income reexamination. This verification method can only be used as the sole source of income verification when third party verification cannot be obtained. When the PMHA resorts to reviewing tenant-provided documentation, the PMHA will document in the tenant file why third party-verification was not used.

Document Review may be used when Enterprise Income Verification data is not current or available. Documents submitted by the applicant/tenant may serve as the basis for rent determination until EIV data is available to confirm the provided information, or until third-party verification is acquired.

All documents provided by the applicant/resident for document review must be dated in accordance with Period of Verification policies listed on page 45. The PMHA staff will photocopy the original document(s) and place it in the applicant/tenant file. PMHA staff will note the date of receipt of the documentation. Some acceptable participant-provided documents include:

- Consecutive and original pay stubs
- Social Security Administration award letter
- Bank statements – not for income purposes
- Pension benefit statements
- Temporary Assistance to Needy Families (TANF) award letter
- Other official and authentic documents from Federal, State, or local agencies
- Checklists completed as part of the interview process and signed by the applicant or resident
- Verification forms completed and signed by third parties
- Reports of interviews
- Letters
- Notes of telephone conversations with reliable sources (service providers, government agencies, housing providers, medical professionals, etc.). At a minimum, such reports will indicate the date of the conversation, source of the information, name and job title of the individual contacted, and a written summary of the information received.

Tenant Certification is when an applicant/tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other verification methods are not possible. When the PMHA relies on such certification, the PMHA staff person will document in the tenant file why Third-Party verification was not available.

As an effort to reduce fraud and misrepresentation, the PMHA will crosscheck possible income sources for residents as an effort to reduce fraud and misrepresentation. Income sources to be used (if available) but not limited to include:

- TANF or Cash Assistance
- Social Security
- Child Support
- Unemployment Compensation

As per PMHA's MTW 2021 Annual Plan, effective August 19, 2021 PMHA was approved to waive the requirement to use the HUD system of income verification hierarchy described by Notice PIH 2018-18 when verifying all types of income and allow PMHA to forgo third-party income verification requirements, except for the use of EIV. PMHA will utilize self-certification as the highest form of income verification for all types of income, to process new admissions and to process annual and

interim reexaminations. This may occur over the telephone and be documented by PMHA staff with a contemporaneous written record, through an email or postal mail with a self-certification form by the tenant, or through other electronic communications. PMHA will incorporate procedures to remind families of the obligation to provide true and complete information. PMHA will be responsible for addressing any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise from review of EIV in connection with the recertification, as well as any material discrepancies that may arise later from any source, and likewise PMHA will take enforcement action in accordance with our policies and procedures.

PMHA staff will be responsible for obtaining the EIV income report and determining if there are any discrepancies between the report and what was self-certified by the program participant. If any discrepancies are found, PMHA will require additional income verification to be provided or obtained for review, such as pay stubs, third party income verification, child support agreements, and/or 1099s, W-2s, and Federal tax return documents. PMHA staff also will be responsible for addressing any material income discrepancies that may arise later.

This activity will not be used for Public Housing program applicants who are processing for initial eligibility. This method will be effective upon the expiration of the HUD approved waivers which are currently set to expire December 31, 2021.

### **File Documentation**

The PMHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PMHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

### **Required Documentation for Age, Identity, Social Security Numbers and Citizenship**

- 1) **Adult Members - Age** - The required documentation for proof of age of all adult household members will be certification of birth, hospital record, church-issued baptismal record, current driver's license, current State issued ID card, US Military discharge (DD 214), Naturalization papers or US Passport.
- 2) **Adult Members– Identity** – The required documentation for proof of identity will be current driver's license, current State issued ID card, Naturalization papers or US Passport.
- 3) **Minor Children - Age & Identity-** The required documentation for proof of age and identity of all minor children in the household will be certification of

birth, hospital record, Naturalization papers, US Passport, Adoption papers, Custody papers, Health & Human Services record or School record.

- 4) **Social Security Numbers** - The required documentation for Social Security Numbers is a valid SSN card issued by the Social Security Administration. In lieu of a social security card, the applicant may furnish other documents (listed in order of preference) containing the SSN number such as:

1. A driver's license or state issued ID card
2. Identification card issued by a federal, state, or local agency
3. Benefit award letters from government agencies
4. Social Security Administration Record
5. Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)
6. Retirement benefit letter

Name(s) as recorded on Social Security Cards will be used for file identification purposes.

In cases where individuals have not been assigned a Social Security Number, the individual must state such in the form of a notarized, executed certification. The certification must be executed by the parent or guardian for individuals under 18.

Should a family be unable to provide the above documents staff may view and copy any of the following original documents to verify age, identity or social security numbers.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)

For each family member who contends that he or she is a U.S. citizen or a non-citizen with eligible immigration status, the family must sign a written declaration of Section 214 of the Housing and Community Development Act of 1980 signed under the penalty of perjury. For each adult, the adult must sign the declaration. For each child, an adult residing in the assisted dwelling unit who is responsible for the child must sign the declaration. All new adult and child additions to the household also must have their status determined prior to admission to the household.

If one or more members of a family elect not to contend that they have eligible immigration status, and other members of the family establish their citizenship or eligible immigration status, the family may be eligible for assistance despite the fact that no declaration or documentation of eligible status is submitted for one or more members of the family. The family, however, must identify in writing to the PMHA,

the family member or members who will elect not to contend that he or she has eligible immigration status. So long as at least one family member is either a citizen or an eligible immigrant, the family will qualify as a "mixed family" and will have their housing assistance pro-rated.

The primary verification of the immigration status of the person will be through the INS automated system (INS Systematic Alien Verification for Entitlements). If the INS SAVE system does not verify eligible immigration status, PMHA staff will pursue secondary verification, which consists of requesting a manual search of INS records within 10 days receiving the results of the primary verification. The PMHA staff person will forward photocopies of the original INS documents required for the immigration status declared (front and back), attached to the INS document verification request form G-845S (document Verification Request).

If the secondary verification does not confirm eligible immigration status, the PMHA will issue to the family a Notice of denial or termination of assistance, which includes notification of the right to appeal to the INS or the INS finding on immigration status.

Evidence of eligible immigration status is required only once for each household members during continuously assisted occupancy.

Acceptable evidence of eligible immigration status

Only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipts issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with US citizenship/eligible immigrant status must be maintained as a permanent part of the file.

The Public Housing staff will be the judge of the credibility of any verification submitted by an applicant or resident. If staff considers documentation to be doubtful, the Housing and Special Projects Manager who will make a ruling about its acceptability will review it. Staff will continue to pursue credible documentation until it is obtained or the applicant is denied or the resident terminated for failing to produce it.

**Family Members Receiving SSA Disability Benefits**

The PMHA will attempt to obtain information about disability benefits through the HUD EIV System. If the information is not available, the applicant or resident is required to provide an original SSA document that confirms the current benefits, however, the document must not be older than 60 days.

Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of appropriate deductions.

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

#### **Family Members Not Receiving SSA Disability Benefits**

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

### **SECTION 15. Rent Computations**

Annual income, used to determine initial eligibility (to be compared to the HUD income limits), will be computed in accordance with the definitions and procedures established in federal law and set forth in the applicable HUD regulations.

Adjusted annual income, the income upon which rent is based, will be computed in accordance with the definitions and procedures established under federal law and set forth the applicable HUD regulations along with PMHA's Moving to Work Demonstration.

#### **A. Total Tenant Payment**

Total tenant payment will be the greater of 29.6% of the family's monthly income or minimum rent, except households with a head, co-head or spouse that is elderly (62 years of age or older and/or disabled) or who live in dwellings where PMHA pays the utilities.

#### **In the Case of a Mixed Family**

For an eligible mixed family who requires prorated assistance, staff will prorate the family's assistance by:

1. Determining the TTP
2. Subtracting the TTP from the Public Housing Maximum Rent\* applicable to the unit

- The maximum rent is based on the value of the 95<sup>th</sup> percentile of the TTP for each tenant residing in PMHA public housing
  - The Maximum rents will be calculated each September and will become effective each November of the current calendar year
3. Dividing the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who has citizenship or eligible immigrating status
  4. Multiplying the member maximum subsidy by the number of family members who have citizenship or eligible immigration status

\*This Public Housing Maximum Rent Calculation is specific to a Mixed Family Prorated Rent Calculation

The product is the amount of subsidy for which the family is eligible. The family's rent is the public housing maximum rent (calculated at the 95<sup>th</sup> percentile mentioned above) minus the amount of eligible subsidy. If the Ceiling Rent under PMHA's MTW Program is less than the Prorated Assistance, the ceiling rent will be applied.

## **B. Changes in Employment Income**

Household members experiencing an increase in employment income or begin working will not be required to undergo an interim recertification. Any rent adjustment will be made at the time of the household's annual recertification unless the household experiences an income decrease, which triggers the processing of an interim recertification. As part of the interim recertification calculation, a portion of the employment income increase will be counted at that time as replacement income that offsets the decrease in income.

The household is expected to report the employment income increases within 10 days. An updated Personal Declaration is required. Income changes from changes in employment of \$1,000 per year or less are expected to be reported to the Housing Specialist within 10 days of the change, but residents will not experience a rent change until the next recertification.

## **C. Income Disregards**

Two income disregards are available for all residents of public housing. First, to promote the accumulation of assets, PMHA will exclude income from all assets, whether they are actual or imputed and regardless of the type of asset. PMHA will, however, implement the HOTMA Asset Limitations rule at admissions to determine eligibility.

Second, employment payments for overtime and bonuses will be excluded from the income calculation. The term "overtime" refers to those hours worked beyond 40 hours in a week. In addition, bonus income does not include commissions or

incentive pay that is actually part of the pay rate, even if the pay rate varies. Bonus income is an amount of payment in addition to what is expected or strictly due. Note: Incentive pay or commissions are not bonuses, because they are due upon meeting defined expectations.

#### **D. Rent Adjustments for Sanctioned Welfare Recipients**

Tenants sanctioned by the Portage County Dept. of Job and Family Services for failure to comply with its job requirements are not eligible to receive a rent adjustment by the PMHA. Confirmation of the reason for the sanction, whether partial, temporary, or permanent, must be provided by PCDJFS. Tenants are advised in advance that a sanction by PDJFS for cash assistance is not grounds for a rent adjustment.

After the PMHA receives verification that it is appropriate to impute welfare income, the PMHA can determine the imputed welfare amount: simply, it is the amount by which the welfare grant has been reduced. The amount of time during which welfare income will be imputed is the term of the welfare benefit reduction.

#### **Offsetting Imputed Welfare Income with Additional Income**

If the PMHA is imputing welfare income in computing a resident's rent and the resident's income increases for any reason (e.g., earned or unearned income), the new income is not added to the former income (which included the imputed welfare income). Instead, the new income takes the place of the imputed welfare income. Thus, when a resident with imputed welfare income obtains any additional income, it is not added to the overall income until it exceeds the amount of the welfare sanction amount.

#### **E. Ceiling Rents – PH-2 MTW feature a.k.a. Maximum Rent**

In February, 2024 HUD approved the MTW Plan and authorized PMHA to change outdated Ceiling Rents and increase the 1-bedroom unit rent from \$465 to \$612 per month, 2-bedroom unit rent from \$465 to \$779 per month, 3-bedroom unit rent from \$490 to \$976, and 4 bedroom unit rent from \$490 to \$1,042 per month.

These increased amounts represent 75% of the 2024 Fair Market Rents (FMRs) for the Akron, Ohio Metropolitan Statistical Area. On an annual basis, PMHA will review FMRs and adjust the Ceiling Rent amounts as warranted by increases in the FMRs. The adjusted Ceiling Rent amounts will be based upon 75% of the HUD FMRs for that year, and Ceiling Rent increases will be effective January 1st of every year.

#### Implementation of Ceiling Rents

Implementation of the new Ceiling Rents will be effective on the date of any move-in or unit transfer that occurs on or after March 1, 2024 and at each existing tenant's Annual Recertification that occurs on or after May 1, 2024.

#### Hardship Policy for Increases in Ceiling Rents

If a tenant's rental payment prior to any applicable adjustments for utility payments increases by more than 35% as a result of changes to the Ceiling Rent amount, the increase will be phased-in such that a family does not experience an increase in their rental payment of more than 35% in any one year.

To determine how to phase-in increases in rental payments, PMHA will on a case-by case basis, at the family's next annual rent recertification, compare the updated rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent recertification:

- If the new rent amount would not increase a family's rental payment by more than 35%, the family will pay the updated rent amount; OR
- If PMHA determines that the updated rent amount would increase a household's rental payment by more than 35% percent, the family will pay the phased-in rent amount resulting from the rent impact analysis. (Current rent amount x 1.35 = Phased-in rent amount).
- If a household experiences a decrease in income that is expected to last more than 30 days, an Interim Recertification will be conducted per existing policies.

#### Over Income Limit

The Tenant Rent portion will calculate no higher than the Ceiling Rent, less any applicable Utility Allowance, regardless of income provided the annual income does not exceed 120 percent of the Area Median Income (AMI) and place the family above the HUD Over-Income Limit for 24 consecutive months.

#### Income Verification

Incomes will not be verified and will be self-certified unless the family's reported income exceeds Eighty Percent (80%) of the applicable Over-Income Limit determined for each family size. Income verification will also be required if information obtained from the HUD Enterprise Income Verification System (EIV) or the HUD Income Validation Tool (IVT) reflects their income exceeds eighty percent (80%) of the applicable Over-Income Limit. A family may request to have its income re-verified at any time. Household's must still fulfill Community Service requirements & report family composition changes within 10 days.

## ACOP Proposed Policy

**HOTMA Requirements Effective July 1, 2025**  
**Board Approval Pending for May, 2025**

### **Section 15 – Rent Computations**

#### **F. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]**

The regulations distinguish between two categories of student financial assistance paid to both full-time and part-time students.

##### **Types of Assistance**

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs

- The Higher Education Tribal Grant
- The Tribally Controlled Colleges or Universities Grant Program

Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the Federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)]. *Actual covered costs* are defined as the actual costs of:

- Tuition, books, and supplies;
  - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the education institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the education institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

### **Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]**

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining

actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

### PMHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PMHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PMHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PMHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PMHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

#### **Example 1**

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PMHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance” would be excluded from income.

### **Example 2**

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PMHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.**Example 3**

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

#### **Example 4**

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

## **F. Minimum Rent**

Beginning April 1, 2012, minimum rent for all households will be \$50 per month with some exceptions.

Policies governing Minimum Monthly rent include:

1. Households with a head, co-head or spouse that is elderly (62 years of age or older), or who is disabled or who lives in a dwelling where PMHA pays the utilities will have no minimum rent.
2. Departure or death of the sole elderly or disabled household member will result in the minimum rent requirement being re-instated for remaining household members.
3. In case of hardship, residents are able to self-certify to a hardship condition for up to 2 months per calendar year. This hardship would provide a waiver for the minimum rent during that period, with no obligation on behalf of the resident household to re-pay the waived amount.
4. In the case of death of a household member, the PMHA would provide a three-month hardship for the death, with no obligation to repay the waived minimum rent.

## **SECTION 16. Eligibility for Continued Occupancy (Annual Re-Certification)**

Residents will receive refresher information during annual recertification to ensure that information regarding the availability of accessible dwelling units reaches eligible persons with disabilities. PMHA strives to maximize the occupancy of its accessible units by eligible individuals.

- A. Only those residents meeting all of the following requirements shall be eligible for continued occupancy:
1. Who qualify as a family, as defined in Section 33.
  2. Whose past performances in meeting financial obligations, especially rent, is satisfactory
  3. In compliance with Section 35 –Community Service Requirement .
  4. Who has no record of disturbance of neighbors, destruction of property, or living or housekeeping habits, which adversely affect the health, safety or welfare of other residents.
  5. Who have no history of criminal activity involving crime or physical violence to persons or property, which would adversely affect the health, safety or welfare of other residents, or would impair the physical or social environment of the development.
  6. In cases of domestic violence, only those who are certified victims or threatened victims of domestic violence, dating violence, sexual assault or stalking that gives rise to the criminal activity (see Victims of Domestic Violence Policy).

The PMHA's **"Screening and Eviction for Drug Abuse and Other Criminal Activity"** Policy also applies to eligibility for continued occupancy.

Each resident family shall be notified in writing of any changes required in rent or unit occupied and of any misrepresentation or any lease violations revealed by the re-examination and the corrective action to be taken.

Residents found to be ineligible for any reason are to be notified and appropriate action taken pursuant to PMHA policies and current federal regulations.

If the re-examination discloses that the resident, at time of admission or at previous re-examinations, made misrepresentations which resulted in the resident being classified as eligible, when in fact they were ineligible, the resident may be required to vacate, even though resident may be currently eligible. Also, if at the time of re-examination, it is found that the resident's

misrepresentations have resulted in the payment of a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount which should have been paid.

- B. Household members 18 years of age and over are required to comply with the recertification requirements. Public Housing staff will notify residents of the requirements by mail. Failure to respond or to complete the recertification process will result in the family being sent a notice of lease violation and referred to the Property Manager for termination of the lease. The PMHA may require the participant(s) to visit the office for the purpose of conducting a recertification or may conduct the recertification by having the participant mail the required documents to the office. As a reasonable accommodation, the PMHA may conduct a home visit for the purpose of completing the recertification if the participant is disabled upon verification that the accommodation requested meets the need presented by the disability. Where the recertification is completed through the mail, at the request of the participant an in-office recertification interview will be scheduled.

## **SECTION 17.        Recertifications**

- At the time of reexamination, all adult members of the household will be required to complete and sign a Personal Declaration and other forms required by HUD.
- Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
- A criminal background check will be run on each family at annual recertification to help detect any activity that may violate lease provisions.
- Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the resident as a family or as the remaining member of a family
  - Unit size required for the family Note: A family with a disability may need a unit that is larger than the occupancy standards allow as a reasonable accommodation.
  - Rent the family should pay
- Families failing to respond to the initial recertification mailing will be issued a second notification. Failure to respond to the second notice will result in the family being sent a notice of lease violation and referred to the Property Manager for termination of lease.

### **Action Following Recertification**

- If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued
- If the family's annual income exceeds 120 percent of the area median income (AMI) (or a different limitation established by the Secretary of HUD) the family will be charged a monthly rent equal to the greater of the applicable Fair market Rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by HUD regulations and as explained in the Over-Income Limit Policy at the end of this Section.
- If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available
- If there are any updates or changes to the lease (as approved by the PMHA Board) a new lease will be executed

#### **A. Interim recertifications**

In-office visits may be required for interim recertifications when additional clarification regarding the change(s) is necessary. Residents are required to

complete **all** necessary paperwork and furnish requested documentation needed for recertification. Failure to comply will result in lease termination. Residents, whose rent is established under the PMHA policy, will have rent changes made between admissions or re-examinations under the following circumstances.

1. To correct an error, which has occurred in connection with the admissions or re-examination calculations  
Any correction of errors, which require a rental decrease, shall be retroactive to the date of the error. Any correction of errors, which require increases, shall be made the first of the second month after recalculation.
2. Resident has a documented hardship that would justify a reduction in rent.  
Resident must report any change of income status or one-time significant medical expenses (for elderly/disabled families) to ensure proper adjustment within ten (10) days of the occurrence. Any decrease in rent will be effective the first of the month following the date of the change providing the resident reported the change as specified. No decrease in rent shall be made until such proof of hardship and written verification has been submitted by the resident. A decrease in rent will not be retroactive if the resident failed to report the change as specified or caused a delay in the verification process. The rent will be automatically increased to the previously established amount effective the first of the month following the hardship rent, unless proof that the hardship continues is presented in which event the reduction in rent due to hardship will continue on a month-to-month basis or until the next annual re-examination.
3. If it is found that the resident has misrepresented to PMHA the facts upon which their rent is based, so that the rent they are paying is less than what should have been charged, then the increase in rent may be made retroactive to the date of when the increased rent should have occurred. PMHA also reserves the right to terminate the occupancy of the household that misrepresents the facts upon which their rent is based, prosecute for criminal activity or pursue any other options available to it. If retroactive rent is applied, the PMHA may at its option enter into a repayment agreement in accordance with Section 36 Debt and Repayment Policy. Failure to comply with a Repayment Agreement will result in loss of housing and/or court action. Note: Misrepresentation of facts includes increases of income reported to the PMHA 30 days or more of occurrence.
4. If the household experiences an increase in income, the resident is expected to report all income changes, in writing, within ten days of the date of the change. Once a rent adjustment is processed, the resident will be notified of the amount, the effective date and a statement that rent re-determinations are subject to the administrative grievance procedure. If at any time the head

of household or spouse should leave the household, no adjustment in rent will be made until this fact is verified to the satisfaction of management.

5. In cases where the PMHA cannot reliably project annual income, staff may elect to complete regular interim reexaminations.
6. PORTAGE METROPOLITAN HOUSING AUTHORITY utilizes the following practices/procedures in regard to detailed rent calculations and effective dates:  
Residents are expected to report, within 10 days of the occurrence, a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of total tenant payment. The PMHA will process the rent adjustment when it confirms that the decrease in income or other change will last 30 or more calendar days.

The PMHA will recalculate the household's TTP (Total Tenant Payment) upon notice of income increases, changes in family composition, or decreases in income in accordance with the preceding paragraph. The Tenant Rent (amount payable by the family based on the new TTP) will then be determined. Once known, the effective date of the Tenant Rent can be determined based on if there is an increase or a decrease from what the household was paying. If there is an **increase** in the amount payable by the household, a thirty-day notice of the increase will be given. If there is a **decrease** in the amount payable by the household the new amount payable by the family will be effective the first of the month after the decrease occurred, providing the resident reported the change as specified and did not delay the verification process.

If a household receives a Utility Reimbursement and fails to comply with verification and paperwork requirements or misrepresents their income, the household will be responsible to repay the amount that was issued to the family if determined that the Utility Reimbursement was not warranted. Note: Misrepresentation of facts includes increases of income reported to the PMHA 30 days or more of occurrence.

If a higher TTP, upon recalculation, reflects the household would no longer receive a Utility Reimbursement (if applicable), the effective date of the Tenant Rent (amount payable by the household) will be effective after providing a thirty-day notice of rent increase. The Utility Reimbursement will continue to be issued until the new rent is effective. If the new TTP reflects the household is income eligible for a lower Utility Reimbursement, the lower Utility Reimbursement will be issued following the 30-day notice to the household.

If the family's annual income exceeds 120 percent of the Area Median Income (AMI) (or a different limitation established by the Secretary of HUD)

the family will be notified that should they continue to exceed the over-income limit (at 120 percent of the AMI) for 24 consecutive months they will be required to pay monthly rent that is equal to the greater of the applicable Fair market Rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by HUD regulations and as explained in the Over-Income Limit Policy at the end of this Section.

In order to also reasonably and fairly confirm if a resident has experienced an **income increase**, detailed aspects of the household's monthly income will also be reviewed. Pertinent data will be verified in order to determine what was the household's actual income during the increased period. Discretion will be used in reviewing pay stubs so as to fairly consider what pay checks were received by the household in the increased month, the pay check amounts, what period of actual work do the pay checks cover and other pertinent data. Detailed income information, based on the household's situation, will be obtained in order to reflect the total scope of the household's income increase.

Effective April 1, 2012, household members experiencing an increase in employment income or begin working will not be required to undergo an interim recertification. Any rent adjustment will be made at the time of the household's annual recertification unless the household experiences an income decrease, which triggers the processing of an interim recertification. As part of the interim recertification calculation, a portion of the employment income increase will be counted at that time as replacement income that offsets the decrease in income. The household is expected to report the increase within 10 days.

#### Change in Social Security and Supplemental Security Income (SSI) Processing - Feature under the MTW Program

Effective January 1, 2021 Annual Social Security and SSI Cost-of-Living Adjustments (COLA) that result in an increase in a program participant's income will not be processed until the household's next annual reexamination effective date. Program participants will not be required to report this income to PMHA until the household's annual reexamination or any other event that triggers an interim recertification, whichever occurs first. The increased income would not be counted until the next annual reexamination unless the household experiences an income decrease, which triggers the processing of an interim recertification. As part of the interim recertification calculation, the full amount of Social Security and SSI including the COLA, would be counted at that time as replacement income.

### Change in Temporary Assistance for Needy Families (TANF) Processing – Feature under the MTW Program

Effective January 1, 2023, Annual Cost-of-Living Adjustments (COLA) to Temporary Assistance for Needy Families (TANF) income, including Ohio Works First (OWF) and Refugee Cash Assistance, which result in an increase in a program participant's household income, will not be processed until the household's next annual reexamination effective date. Program participants will not be required to report the COLA income to PMHA until either the household's next annual reexamination or any other event that triggers an interim recertification, whichever occurs first. The increased income would not be counted until the next annual reexamination unless the household experiences an income decrease, which triggers the processing of an interim recertification. As part of the interim recertification calculation, the full amount of TANF, including the COLA, would be counted at that time as replacement income.

#### B. Annual Re-examinations

Residents are required to complete, with signature, related documents including but not limited to the following:

- Personal Declaration
- HUD 9886
- Authority for utility information
- Appropriate third-party verification forms

Absolute control records shall be maintained to ensure every resident is re-certified within the statutory time limits according to HUD guidelines and requirements. Any resident who fails to report full income at the time of annual re-examination will be subject to retroactive adjustments and further legal proceedings. Verifications shall be obtained as identified previously, determinations made, and the resident shall be notified in writing of the following (a copy to be retained in the file):

1. Any change in rent and the date on which it becomes effective
2. Any change of size of dwelling unit occupied
3. Any instance of misrepresentation or noncompliance with the terms of the lease and the corrective or punitive action(s) to be taken
4. A statement reflecting that rent re-determinations are subject to the administrative grievance procedure.

Re-examination of family composition will be undertaken at least annually for all families.

If a resident fails to keep scheduled appointments and/or provide required re-certification, a 30-day notice to terminate residency will be issued.

#### C. Zero Income Families

When families or individuals report zero income, and have no income excluded for rent computation other than food stamps, the PMHA reserves the right to pursue verification of income that reflects the family's lifestyle. In-office meetings and/or completion of zero income forms, which asks residents to estimate how much they spend on telephone, cable TV, household items, etc., and whether any of these costs are being paid by an individual outside the family, are tools to identify income. If any such payments are received, they may be considered income.

#### D. Over-Income Limit Families

No family may live in a Public Housing unit with an income exceeding the over-income limit for more than 24 consecutive months. If PMHA determines a family has exceeded the over-income limit, PMHA will provide written notice to the family of the over-income determination no later than 30 days after the income examination, stating their responsibility to pay the alternative rent at the end of a 24-month grace period. The family may request a hearing in accordance with PMHA policy if it disputes the determination that its income exceeds the over-income limit.

Families with incomes exceeding the over-income limit will be provided a 24-month grace period starting from the date PMHA determined the family exceeded the over-income limit.

Twelve months from the initial determination, PMHA will conduct an income examination if the family's income has not already fallen under the over-income limit. PMHA will provide written notification of the results of the reexamination within 30 days of its completion, including the family's responsibility to pay the alternative rent after the conclusion of the grace period, if the family has remained over income for 12 consecutive months. PMHA will provide the current alternative rent in the notice as an estimate. The family may request a hearing in accordance with PMHA policy if it disputes the determination that the family exceeded the over-income limit.

Twenty-four months after the initial determination of over-income status, PMHA will conduct an income examination to verify the over-income status unless the family has already reported income under the over-income limit. If PMHA determines the family exceeded the over-income limit for 24 consecutive months, PMHA will provide the family a notice within 30 days of the income examination. The family may request a hearing in accordance with PMHA policy if it disputes the determination that the family exceeded the over-income limit.

Families that have exceeded the over-income limit for 24 consecutive months will be charged the alternative rent and required to execute a new, non-public housing lease within 60 days of the notice. There are no exceptions to this policy.

Families that fail to execute the non-public housing lease within 60 days of the notice will be terminated. Families must exceed the over-income limit for 24 consecutive months to be subject to the alternative rent.

An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease or PMHA terminates the tenancy of the family. Non-public housing over-income (NPHOI) families cannot participate in public housing programs, participate in resident councils, or receive a utility allowance. NPHOI families may only be admitted to PMHA Public Housing Program according to PMHA eligibility and admission policies.

PMHA will submit a report annually to HUD that specifies, as of the end of the prior calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects. The report will be publicly available.

All over-income requirements, specifically 24 CFR 960.507, 960.509 and the relevant regulations are now effective as of March 16, 2023, and are to be fully implemented by June 14, 2023.

Over-Income Limits - See Appendix C.

## **SECTION 18.        Leasing**

- A.    Each lease shall specify the unit to be occupied, the date of admission, size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the utility allowances, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the applicant and family prior to execution. It shall be kept current at all times.
- B.    A lease shall be executed in duplicate, prior to admission, by the head of household in the family selected for occupancy and by the executive director or an officially designated representative. The original shall be retained by PMHA and an executed copy shall be furnished to the resident. A new lease shall be executed by both parties when a family transfers from one unit to another. During the tenure of the lease agreement, changes in rent shall be made by written and dated notices of change in rent, which shall become a part of the existing lease.
- C.    Cancellation of resident's lease is to be in accordance with the provisions of the resident's lease agreement.

## **SECTION 19.**

### **Rent Collection Policy**

#### **The offer of Rent Extensions has been suspended effective 02/01/2018**

If due to financial hardship a tenant cannot pay the rental amount due PMHA will allow the tenant to make a written agreement as follows:

During the 14-Day Notice of late rent, the tenant must contact the Property Manager to schedule a meeting. During the meeting the tenant and Property Manager will execute a written agreement stating the tenant must pay the **following** month's rent on time (within five working days) and that if they do so, then they will be given until the end of that same month to pay the previous month's rent. Example:

|          |                                                                                                                                                     |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/07/10 | October rent is unpaid                                                                                                                              |
| 10/10/10 | tenant meets with Property Manager and executes agreement that October rent will be paid by November 30 and that November rent will be paid on time |
| 11/7/10  | tenant must pay November by fifth working day                                                                                                       |
| 11/8/10  | if tenant failed to pay the November rent as agreed, the 3-Day Notice will be issued to the tenant                                                  |
| 11/30/10 | October rent must be paid                                                                                                                           |
| 12/01/10 | if October rent is not paid the 3-Day Notice will be issued                                                                                         |

The tenant must initiate contact with Property Manager no later than the last day of the 14-Day Notice. Should the tenant fail to initiate contact and/or fail to execute a written agreement by the last day of the 14-Day Notice, the 3-Day Notice will be issued.

This opportunity for a rent payment extension will be granted two times per calendar year.

#### **The offer of Rent Extensions has been suspended effective 02/01/2018**

## **SECTION 20.**

### **Security Deposit & Other Occupancy Related Charges**

**Security Deposit**

Coincident with the signing of the lease, the resident shall be required to pay a security deposit equal to the greater of \$50.00 or one month's total tenant payment. For residents paying ceiling rent, security deposit will be no more than the ceiling rent charged for the unit, even if the Total Tenant Payment exceeds the ceiling rent at move-in.

The amount of the security deposit payment at time of admissions will be evaluated if the family later transfers to a different public housing unit. If the tenant's income and rent has risen and exceeds the amount of the original deposit, the tenant is required to pay the difference prior to transfer, in order to bring the adjusted security deposit amount up to the higher rent level.

In cases of extreme hardship, residents may pay the security deposit in determined installments, with the first installment due at move-in. The resident must enter into a repayment agreement, which identifies when payments are due, the amount of payment, and consequences for non-compliance. The Property Manager will work with the resident to determine the number of installments. In most cases, the security deposit is divided into two or three installment payments. The security deposit will be held by PMHA until the termination of the lease and the resident vacates the unit. The security deposit shall not be used to pay rent or other charges while resident occupies the dwelling unit. No refund of the security deposit will be made until after the resident has vacated and the dwelling unit has been inspected by an authorized designee of PMHA. Return of a security deposit shall occur within thirty (30) days after resident moves out providing the resident has:

- (1) Given the required written 30-day notice of the resident's intent to vacate
- (2) Paid all rental and other payments;
- (3) Left all walls, floors, windows, doors, bathroom fixtures and kitchen equipment and exterior grounds in a clean and reasonable condition on the day of surrender;
- (4) Removed all rubbish and litter from the interior and exterior of the premises, removed all personal possessions from the premises;
- (5) Returned all keys to PMHA and provided PMHA with resident's new address or forwarding address, in writing.

**Other Occupancy Related Charges**

In addition to rent, the resident is responsible for the payment of certain other charges. Other charges may include:

(A) Maintenance Charges - the cost for service, repairs or damages, beyond normal wear and tear to the dwelling unit, facilities, buildings, common areas,

or grounds, caused either intentionally or negligently, by the resident, resident's household members or guests. Additionally, resident may be charged for the labor and material necessary to restore the premises to its original condition because of unauthorized changes made in the premises such as unusual colors of paint or the installation of wallpaper. Resident may be charged with the actual cost for cleanup or removal of litter and garbage left in the dwelling unit, common areas or grounds.

When the Authority determines that the needed maintenance is not caused by normal wear and tear, tenant shall be charged for the cost of such maintenance or damage, either in accordance with the schedule of maintenance charges posted by the authority or, for work not listed on the schedule of maintenance charges, based on the actual cost to the Authority for labor and materials needed to complete the work.

(A) Excess Utility Charges - at developments where utilities are provided by the PMHA, a charge shall be assessed for excess utility consumption. This charge does not apply to residents who pay the utilities directly to a utility supplier.

(B) Trash Charges - normal trash pick up charges are included in the rental amount. If (due to excess trash or large items being disposed of by the resident) an excess charge is incurred by PMHA, the excess charge(s) will be billed to the resident.

(C) Any charges made under subparagraphs (a) (b) or (c) above shall become due and collectible the first day of the second month after PMHA gives written notice of the charges.

(D) The resident will be charged a late fee of \$20 on any rent not paid by the close of the 5th working day of the rental month.

(E) The resident will be charged the current rate the financial institution charges for any check returned because of insufficient funds or for any other reason).

(F) The household will be required to pay rent and occupancy related charges by money order or certified check after submitting two bank-returned checks in a rolling 12-month period. If the tenant is in this status, any personal check received for payment will be returned to the tenant for proper payment type.

(G) The PMHA will not knowingly accept post-dated or incorrectly completed checks, nor assume liability for such. Such checks will be returned to the resident when an error is detected. As a result, the resident may incur a late fee charge due to the PMHA. Since checks are processed as they are

received, if a post-dated check should be processed, the resident assumes liability for any bank-related charges incurred.

The Schedule of Maintenance Charges may be found in Appendix A.

Upon receipt of initial charge(s), residents must contest charges within 10 days. Residents who wish to dispute charges may use the PMHA grievance procedure after exhausting resolution with PMHA Maintenance Department.

## **SECTION 21.           Grievance Procedure**

The following sets forth the requirements, standards and criteria for the Grievance Procedure established and implemented by the Portage Metropolitan Housing Authority (PMHA).

### **Terminology**

In this Grievance Procedure, the following terms have the meanings specified in this section:

- A. Complainant:** Any Tenant (as defined below) who submits a Grievance to the PMHA Office in accordance with the requirements presented in this procedure.
- B. Elements of Due Process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the Tenant to be represented by counsel;
  - 3. Opportunity for the Tenant to refute the evidence presented by the PMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
  - 4. A decision on the merits.
- C. Grievance:** Any dispute which a Tenant may have with respect to PMHA action or failure to act in accordance with the individual Tenant's lease or PMHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
- D. Hearing Officer:** A person selected in accordance with this Grievance Procedure and 24CFR 966.55 to hear Grievances and render a decision with respect thereto.
- E. Hearing Panel:** A three-member panel selected in accordance with this Grievance Procedure and 24CFR 966.55 to hear Grievances and render a decision with respect thereto.
- F. Resident Organization:** An organization of residents.
- G. Tenant:** The adult person (or persons) (other than a live-in aide):
  - 1. Who resides in the dwelling unit, and who executed the lease with the PMHA as lessee of the dwelling unit, or, if no such person now resides in the unit; and

2. Who resides in the dwelling unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

### **GRIEVANCE PROCEDURE APPLICABILITY**

This Grievance procedure shall apply to all Tenant Grievances with the following exceptions:

- A. Because HUD has issued a due process determination that the law of the State of Ohio requires that a tenant be given the opportunity for a hearing in court which provides the basic Elements of Due Process before eviction from the dwelling unit, this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
  1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PMHA;
  2. Any drug-related criminal activity; or
  3. Any criminal activity that resulted in felony conviction of a household member.
- B. This Grievance Procedure shall not be applicable to disputes between Tenants not involving the PMHA or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the PMHA's Board of Commissioners.

### **INFORMAL SETTLEMENT OF A GRIEVANCE**

Any Grievance shall first be personally presented, either orally or in writing, to the PMHA's Office within **ten** days after the incident-giving rise to the Grievance. An example of a form of complaint is attached as **Exhibit A.** Grievances received by the PMHA's Office will be referred to the *Public Housing Property Manager*.

As soon as the Grievance is received it will be reviewed by the Property Manager to be certain that neither of the exclusions applies to the Grievance. Should exclusion(s) apply, the Complainant will be notified in writing that the matter raised is not subject to the PMHA's Grievance Procedure. The rationale for such will be included in the notification.

If neither of the exclusions applies, the Complainant will be contacted to arrange a mutually convenient time, within **ten** working days, to meet so the Grievance may be discussed informally and settled without a hearing. At the informal hearing the Complainant will present the Grievance and the Property Manager will attempt to settle the Grievance to the satisfaction of both parties. (Note: The Housing Programs Manager reserves the right to assign appropriate staff to serve in the role as Property Manager should the Property Manager be unavailable).

Within **five** working days, following the informal discussion, the PMHA shall prepare and either give or mail to the Complainant a summary of the informal discussion which specifies the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the Complainant is not satisfied. A copy of this summary shall also be placed in the Complainant's file.

## **FORMAL GRIEVANCE HEARING PROCEDURES**

### **A. Request for a Hearing:**

If the Complainant is dissatisfied with the settlement arrived at in the informal hearing, the Complainant must submit a written request for a hearing to the Property Manager no later than **five** working days after the summary of the informal hearing is received. A receipt signed by the Complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. The written request shall specify the reason for the Grievance and the action of relief sought from the PMHA. **Exhibit B**, attached, is a sample request for a formal hearing.

### **B. Failure to Request a hearing:**

If the Complainant fails to request a hearing within **five** working days after receiving the summary of the informal hearing, the PMHA's decision rendered at the informal hearing becomes final and the PMHA is not obligated to offer the Complainant a formal hearing unless the Complainant can show good cause why he/she failed to proceed in accordance with this procedure. Failure to request a Grievance hearing does not affect the Complainant's right to contest the PMHA's decision in a court hearing.

### **C. Before the Hearing is Held:**

1. **Escrow Account.** Before a hearing is scheduled in any Grievance involving the amount of rent which the PMHA claims is due under this lease, the Complainant shall pay to the PMHA an amount equal to 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 Complainant shall,

thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Office or Hearing Panel. The money in the escrow account will be distributed as directed by the Hearing Officer or Hearing Panel. Any interest earned on the escrow account shall be retained by the PMHA to pay for administrative expenses.

The failure to make such escrow payments shall result in a termination of the Grievance Procedure, provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the PMHA's disposition of his grievance in any appropriate judicial proceeding.

2. Examination of Records. The Complainant may examine all the PMHA documents including records and regulations that are directly relevant to the Grievance before the formal hearing is held. The PMHA shall provide copies at the expense of the Complainant. If the PMHA does not make any document available for examination upon request by the Complainant, the PMHA may not rely on such document at the Grievance Hearing.
3. Transcript of Hearing. The Complainant or the PMHA may arrange, prior to the hearing and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**D. Selecting the Hearing Officer or Hearing Panel:**

The Grievance Hearing shall be conducted by an impartial person or persons appointed by the PMHA after consultation with a Resident Participation Advisory Council or group of tenants, if any, other than a person who made or approved the PMHA action under review or a subordinate of such person. The Hearing Office or Hearing Panel shall be appointed as described below:

1. The PMHA shall nominate a slate of impartial persons to sit as Hearing Officers or Hearing Panel members. Such persons may include PMHA board members, PMHA staff members, residents, professional arbitrators, or others. The initial slate of nominees shall be at least three persons.

Nominees will be informed that they will be expected to disqualify themselves from hearing Grievances that involve personal friends, other residents of developments in which they work or reside, or Grievances in which they have some personal interest.

2. A slate of potential Hearing Officers or Hearing Panel members nominated by the PMHA shall be submitted to PMHA's

Resident Participation Advisory Council or group of Tenants, if any. Written comments from the Council or group of Tenants shall be considered by the PMHA before the nominees are appointed as Hearing Officers or Hearing Panel members.

3. When the comments from the Resident Council or group of Tenants have been received and considered, the nominees will be informed that they are the PMHA's official grievance hearing committee. The PMHA will subsequently contact committee members as needed in random order to request their participation as Hearing Officers or hearing Panel members.

**E. Schedule the Hearing:**

When a Complainant submits a timely request for a formal Grievance Hearing, the Housing Programs Manager or her designee will immediately contact a Hearing Officer or three appointed members of the hearing Panel to schedule the hearing within the following five working days at a date and time convenient for the PMHA, Complainant and the Hearing Officer or Hearing Panel. If only one or two members of the Hearing Panel can meet on a date named by the Complainant, that single member shall serve as the Hearing Officer.

A written notification specifying the date, time, place, and the procedures governing the hearing shall be delivered by the PMHA to the Complainant and the appropriate PMHA official(s). The notice may be personally delivered to the complainant or sent by mail, return receipt requested.

**F. Procedures Governing the Hearing:**

The following procedures shall govern the formal Grievance Hearing:

1. The hearing shall be held before a Hearing Officer or Hearing Panel as described above in paragraph D. The Complainant shall be afforded a fair hearing, which shall include:
  - a. The right to be represented by counsel or other persons chosen as the Complainant's representative and to have such persons provide statements on the Complainant's behalf;
  - b. The right to a private hearing unless the Complainant requests a public hearing;
  - c. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by the PMHA and to confront and cross examine all witnesses upon whose testimony or information the PMHA relies; and
  - d. A decision based solely and exclusively upon the facts presented at the hearing.

2. The Hearing Officer or Hearing Panel may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
3. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, the PMHA must sustain the burden of justifying the PMHA action or failure to act against which the complaint is directed.
4. The hearing shall be conducted informally by the Hearing Officer or Hearing Panel. Oral or documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The Hearing Officer or Hearing Panel shall admit copies of all public records, including police reports, court records, and similar matters deemed public record under Section 149.43 of the Ohio Revised Code, without requiring the testimony of the custodian of those records unless the Hearing Officer or Hearing Panel determines that admission of the public record without the presence of the custodian would be unfair to either party.

5. The Hearing Officer or Hearing Panel shall require the PMHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Hearing Panel to obtain order may result in exclusion from the proceeding or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
6. The PMHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is visually impaired, any notice to the Complainant, which is required under this procedure must be in an accessible format.
7. If a Hearing Officer or Hearing Panel member fails to disqualify himself/herself as required in Section 20, the PMHA will remove the Hearing Officer or Hearing Panel member from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new Hearing Officer or Hearing Panel member.

**G. Failure to Appear at the Hearing**

If the Complainant or the PMHA fails to appear at the scheduled formal Grievance Hearing, the Hearing Officer or Hearing Panel may make a determination to postpone the hearing for not to exceed **five** business days, or may make a determination that the party has waived his/her right to a hearing. Both the Complainant and the PMHA shall be notified of the determination with specific findings by the Hearing Officer or Hearing Panel that the Complainant has waived his/her right to a hearing; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the PMHA's disposition of the Grievance in a court.

**H. Decision of the Hearing Officer or Hearing Panel:**

1. Written Report. The Hearing Officer or Hearing Panel shall prepare a written decision, together with the reasons for the decision within five working days after the hearing. A copy of the decision shall be sent to the Complainant and the PMHA.

The PMHA shall retain a copy of the decision in the Complainant's file in the PMHA's office. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the PMHA and made available for inspection by a prospective complainant, his representative, or any Hearing Officer or Hearing Panel.

2. Binding Decision. The decision of the Hearing Officer or Hearing Panel shall be binding on the PMHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless PMHA's Board of Commissioners determines that within a reasonable time and promptly notifies the Complainant of its determination that:
  - a. The Grievance does not concern PMHA's action or failure to act in accordance with or involving the Complainant's lease or PMHA regulations, which adversely affect the Complainant's rights, duties, welfare or status.
  - b. The decision of the Hearing Officer or Hearing panel is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the PMHA.

If Complainant, or the PMHA, believes that the decision of the Hearing Officer or Hearing Panel should not be binding on PMHA for either or both of the above stated reasons, then the complaining party shall notify the PMHA Board of Commissioners, in writing, by sending the

objection/appeal to the PMHA Board Legal Counsel and Executive Director or Chairman of the PMHA Board of Commissioners within a reasonable time of receipt of the written decision.

PMHA Legal Counsel will review the matter and recommend a course of action to the PMHA Board of Commissioners which Board will, by a majority vote of a quorum, render a final decision.

The Board's determination will be rendered within a reasonable time of receipt of PMHA Legal Counsel's recommendation and the Complainant shall be promptly notified of its determination.

The Board, following consideration, will by a majority vote of a quorum, render a final decision. The Board's determination will be rendered within a reasonable time of receipt of PMHA Legal Counsel's recommendation and the Complainant shall be promptly notified of its determination.

3. Judicial Action. A decision by the Hearing Officer or Hearing Panel or Board of Commissioners in favor of the PMHA or which denies the relief requested by the Complainant in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the Complainant to a trial or judicial review in any court proceedings which may later be brought in the matter.
4. Lease Termination. If the Grievance involves a lease termination, the PMHA will not issue the Complainant a notice to vacate his/her dwelling unit until after the Complainant has received the decision of the Hearing Officer or Hearing Panel. If the decision is in favor of the PMHA, or if the Board of Commissioners decides to proceed against the Complainant in spite of the decision, the Complainant will be served with a three-day notice to vacate. The Complaint must then vacate the unit within the stated time or the PMHA will proceed through a court of law to evict the Complainant.

### **MISCELLANEOUS**

- A. This Grievance Procedure is incorporated by reference into all leases between the PMHA and Tenants.
- B. The PMHA shall before amending or changing this Grievance Procedure, provide at least 30 days notice to Tenants and the Resident Participation Advisory Council (if applicable) of proposed changes in this Grievance Procedure. Within the 30-day period, Tenants and the Council may submit written comments to the PMHA. Such written comments shall be considered by the PMHA before adoption of any changes to this Grievance Procedure.

- C. The PMHA shall furnish to each Tenant and Resident Council a copy of this Grievance Procedure.
- D. Any provision of this Grievance Procedure, other than the provisions establishing the date upon which a Grievance must be filed or a formal hearing must be requested, shall not be considered mandatory, any failure on the part of the PMHA, a Complainant, Hearing Officer or Hearing Panel to strictly comply with such provisions shall not, in and of itself, affect the validity of the proceedings thereof. The Complainant waives all rights to a hearing for failure to file a Grievance or request a hearing within the time set forth herein.

### **EXHIBIT A**

Tenant's Written Complaint for Informal Hearing

Tenant Name:

\_\_\_\_\_

Tenant Address:

\_\_\_\_\_

Date:

\_\_\_\_\_

I wish to register a complaint against Portage Metropolitan Housing Authority in regard to \_\_\_\_\_

\_\_\_\_\_ that happened on \_\_\_\_\_ (date).

I feel this is unjust because

\_\_\_\_\_

I am requesting

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

## **EXHIBIT B**

Tenant Name: \_\_\_\_\_

Tenant Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Re: Complaint Dated \_\_\_\_\_

Dear \_\_\_\_\_

I hereby request a hearing before the Hearing Officer or Hearing Panel concerning my Grievance.

Briefly stated, my Grievance or complaint is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am requesting (describe what action is requested of the PMHA) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Please advise me of the time, date and place of the hearing.

At the hearing, I will need the following reasonable accommodations for my disabilities

\_\_\_\_\_  
Tenant's Signature

## **SECTION 22. Fraud and Misrepresentation**

### **A. Criteria for Investigation of Suspected Abuse and Fraud**

Under no circumstances will PMHA undertake an inquiry or an audit of a participating family arbitrarily. The PMHA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or voucher, and other program rules. The PMHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, PMHA has a responsibility to HUD, to the community, and to eligible families in need

of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PMHA's attention, to investigate such claims.

The PMHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

**1. Referrals, Complaints, or Tips**

The PMHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

**2. Internal File Review**

A follow-up will be made if PMHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts, which conflict with previous file data, the PMHA's knowledge of the family, or is discrepant with statements made by the family.

**3. Verification of Documentation**

A follow-up will be made if the PMHA receives independent verification or documentation, which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

**B. Steps the PMHA will take to Prevent Program Abuse and Fraud**

The PMHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy's objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

**1. Things You Should Know**

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all participants to promote understanding of program rules, and to clarify the PMHA's expectation for cooperation and compliance.

**2. Program Orientation Session**

Mandatory orientation sessions will be conducted by the PMHA staff for all new program participants, either prior to or upon the participant's move-in date. At the conclusion of the orientation session, all adult family members will be required to sign confirmation of viewing the orientation and that all rules and pertinent regulations were explained to them.

**3. Resident Counseling**

The PMHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

**4. Review and Explanation of Forms**

Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

**5. Use of Instructive Signs and Warnings**

Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

**C. Steps the PMHA will take to Detect Program Abuse and Fraud**

The PMHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. **Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent recertifications, another staff member will crosscheck rent calculations. Such crosschecks will include, but are not limited to:

- Assurance that verification of all income and deductions are present.
- Changes in reported social security numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

2. **Observation.** The PMHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the Family's File.

3. **Public Record Bulletins** may be reviewed by management and staff.

4. **State Wage Data Record Keepers.** Inquiries to state wage and employment record keeping agencies as authorized under public law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

5. **Credit Bureau Inquiries.** Credit bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- When an allegation is received by the PMHA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

6. **Crosscheck of Income Sources**

PMHA staff will crosscheck potential income sources to ensure families are not receiving income that was not reported or verified.

**D. PMHA's Handling of Allegations of Possible Abuse and Fraud**

The PMHA staff will encourage all participating families to report suspected abuse to the appropriate program department head. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The PMHA designated staff will not follow up on allegations, which are vague or otherwise non-specific. PMHA designated staff will only review allegations, which contain one or more independently verifiable facts.

1. **File Review.** An internal file review will be conducted to determine if the subject of the allegation is a client of the PMHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PMHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. **Conclusion of Preliminary Review.** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the appropriate department head will initiate an investigation to determine if the allegation is true or false.

**E. How the PMHA will Investigate Allegations of Abuse and Fraud**

If the PMHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigating. The steps taken will depend upon the nature of the allegation and may include, but are not

limited to, the items listed below. As necessary, the PMHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PMHA's review.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the PMHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Enterprise Income Verification (EIV) System. The PMHA will access information from the EIV System as a form of verification of household income. This system will aid in the detection of unreported income.

Interview with Head of Household or Family Members. The PMHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the PMHA office. A high standard of courtesy and professionalism will be maintained by the PMHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

#### **F. Placement of Documents, Evidence and Statements Obtained by the PMHA**

Documents and other evidence obtained by the PMHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be

discussed among PMHA staff unless they are involved in the process, or have information, which may assist in the investigation.

#### **G. Conclusion of the PMHA's Investigative Review**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

#### **H. Evaluation of the Findings.**

If it is determined that a program violation has occurred, the PMHA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the family.
4. If the family is eligible for continued occupancy.

#### **I. Action Procedures for Violations, Which Have Been Documented**

Once a program violation has been documented, the Portage Metropolitan Housing Authority will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-Compliance.** This category applies when the family "fails to" observe a procedure or requirement of the PMHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of Noncompliance Violations Are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the PMHA

**(A) Warning Notice to the Family.** In such cases a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation that was violated.
- The date by which the violation must be corrected, or the procedures complied with.
- The action that will be taken by the PMHA if the procedure or obligation is not complied with by the date specified by the PMHA.

2. **Procedural Non-Compliance - Overpaid Assistance.** When the family owes money to the PMHA for failure to report changes in income or assets, the PMHA will issue notification of overpayment of assistance. This notice will contain the following:

- A description of the violation and the date(s).

- Any amounts owed to the PMHA.
- A ten-calendar day response period.
- The right to disagree and to request an informal hearing with instruction for the request of such hearing.

(A) Participant fails to comply with PMHA's notice.

If the participant fails to comply with the PMHA's notice, and a family obligation has been violated, the PMHA will initiate termination of assistance.

(B) Participant complies with PMHA's notice.

When a family complies with the PMHA's notice, the staff person responsible will meet with him/her to discuss and explain the family obligation or program rule that was violated. The staff person will complete a participant counseling report, give one copy to the family and retain a copy in the family's file.

**3. Intentional Misrepresentation.**

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PMHA, the PMHA will evaluate whether or not:

The participant had knowledge that his/her actions were wrong, and the participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong.

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, personal declarations and other documents are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (A) An admission by the participant of the misrepresentation.
- (B) That the act was done repeatedly.
- (C) If a false name or social security number was used.
- (D) If there were admissions to others of the illegal action or omission.
- (E) That the participant omitted material facts that were known to him/her (e.g., employment of self or other household member)
- (F) That the participant falsified, forged or altered documents.

- (G) That the participant uttered and certified to statements at an interim (re) determination which were later independently verified to be false.

**4. Dispositions of Cases Involving Misrepresentations.**

In all cases of misrepresentations involving efforts to recover monies owed, the PMHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions.

(A) Criminal Prosecution: If the PMHA has established criminal intent, and the case meets the criteria for prosecution, the PMHA will refer the case to the local, state or district attorney, notify HUD's RIGI, and terminate rental assistance.

(B) Administrative Remedies: The PMHA will:  
Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PMHA's repayment policy.

**5. The case conference for serious violations and misrepresentations.** When the PMHA has established that material misrepresentation(s) have occurred, a case conference will be scheduled with the family representative and the PMHA who is most knowledgeable about the circumstances of the case. This conference will take place prior to any proposed action by the PMHA. The purpose of such conference is to review the information and evidence obtained by the PMHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family will be taken into consideration by the PMHA. The family will be given 10 calendar days to furnish any mitigating evidence.

A secondary purpose of the participant conference is to assist the PMHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PMHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate and to accept responsibility for his/her actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent has been established.
- The number of false statements.

6. **Notification to participant of proposed action.** The PMHA will notify the family of the proposed action no later than 10 calendar days after the case conference by certified mail.

## **SECTION 23. Animals in Public Housing**

### **(A) Policies Regarding Service Animals**

Definition: The term “service animal” is used inclusively of animals considered “service” animals and those considered “companion” animals, unless specifically stated otherwise.

Note: To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household
- That the animal has been trained to assist with the specified disability, if training is applicable
- That the animal actually assists the person with the disability

#### Request for a Service Animal Accommodation

The tenant who needs a service/companion animal must submit a request in writing to the PMHA Public Housing Property Manager requesting an accommodation for the tenant's disability. The tenant is not required to disclose the nature of his/her disability.

#### Verification of Disability and Need for a Service Animal

The tenant must provide a written verification that he/she has a disability and that the accommodation is necessary to give the tenant equal opportunity to use and enjoy the housing. With written authorization from the tenant, the Property Manager will forward the PMHA verification form to the designated healthcare or mental health provider for verification of the tenant's need for a service animal. Upon receipt of proper verification of need, the Property Manager will inform the tenant of the animal registration process.

#### Animal Care and Supervision

The service animal must be registered with the Property Manager prior to the tenant bringing the animal to the premises. Registration will include assurance of proper license for the animal and the name, address and phone number of a person who can care for the animal if the tenant is unable to do so. Residents requesting service animals must submit certification signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual re-certification date, and proof of license and inoculation will be submitted at least 30 days prior to annual re-examination.

The tenant is responsible for the care of his/her service animal. The animal must be supervised and the tenant must retain full control of the animal at all times. This specifically means that while the animal is in common areas, it is to be on a leash not to exceed six feet in length, in a carrier or otherwise in the direct control of the animal owner. When in the presence of others, the animal is to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.). The animal is not to be tied or chained to PMHA property in any common area.

The tenant is responsible for the proper disposal of animal waste:

- The tenant is responsible to remove any waste.
- Properly disposed of waste and/or litter. Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster or an outside garbage container. Litter must be provided for cats and waste from the litter disposed of daily. The litter must be changed as often as needed to prevent odor.
- Pet waste or used litter is not to be placed in the garbage chute.

If the service animal causes damage to PMHA property, the tenant is responsible for payment.

The tenant agrees to provide PMHA with a signed, notarized agreement signed by both the tenant and another person giving the other person the authority to act as a temporary or permanent caretaker for the animal in the event the tenant becomes unable to care for it. If the death or incapacity of the tenant threatens the health or safety of a service animal, the PMHA may contact the responsible party listed in the agreement to remove and care for the service animal.

If the PMHA has made reasonable attempts to contact the responsible party but the party is unable or unwilling to care for the service animal, the PMHA reserves the right to enter the housing unit and remove the animal. The service animal will be placed in a facility to care and shelter the animal at the tenant's expense for no less than 30 days. The tenant will release, indemnify and hold harmless PMHA from any liability or damages, which may arise out of PMHA removing the animal from the premises.

Service animals should not be left unattended in dwelling units for more than 24 hours.

The PMHA retains the right to require the tenant to remove any service animals whose conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other persons. If the tenant refuses to remove such an animal, the PMHA reserves the right to have the animal removed.

#### Service Animal Expenses

Tenants may qualify for a deduction to their income for the purpose of rent calculations based on the expenses for their service animal. Tenants should keep all receipts for veterinarian visits, food and other supplies needed for the animal.

#### Service Animals and Pets

- Service or companion animals are not considered pets. Animals not qualifying as service animals may be admitted as a pet, providing pet policies are met.
- Both Service Animals and Pets must be caged or controlled in the unit when PMHA staff members have legal entry. Failure to do so might result in lease termination.

- Service animals may be any type of animal and any breed, size or weight and an accommodation may involve more than one service animal in meeting the standard of “reasonable accommodation”.
- There is no fee or additional security deposit required for a service or companion animal. A disabled tenant who uses a service animal is not required to make a pet deposit or pay a pet-related cleaning fee.
- The tenant is liable for any damage (beyond normal wear and tear from having a service animal) the animal actually causes.
- A service animal should be allowed to accompany the tenant at all times and everywhere on the general grounds except where animals are specifically prohibited, however, service animals may accompany the tenant to planned resident activities.
- Animals are not permitted on PMHA furniture in common areas.
- A tenant may train his/her own service animal and is not required to provide any information about training or the specific tasks the animal performs.
- Guests are not permitted to bring pets onto the premises and guest service animals must be supervised in the same manner and standard as that applied to tenants.

#### Removal of a Service Animal

If a service animal is unruly or disruptive, the management may ask the tenant to remove the animal from the immediate area. If the improper behavior happens repeatedly, the manager may tell the tenant not to bring the animal into any common area until significant steps have been taken to correct the behavior. This can include refresher training for the animal and instruction for the tenant.

**(B) Pet Policies (excludes service animals)** Under PMHA Moving To Work Program, scattered site housing units are intended as a reward for progress toward self-sufficiency. Therefore, to maintain consistency with this strategy, cats and dogs will only be permitted in single-family units only, as cat and dog ownership will serve as an additional incentive for economic progress. Dogs and cats are also eligible at elderly sites. Eligible occupants are limited to one of either species. Residents of these units are required to follow the standard procedures for request and approval of pets.

- All pets must be approved in advance.

- The Property Manager will review the request and issue the approval/denial.
- The pet owner must enter into a Pet Agreement with PMHA.
- Unit must pass housekeeping inspections in order to obtain or retain a cat or dog

#### Registration of Pets

Pets must be registered with the PMHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual re-certification date, and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Dogs and cats must be sprayed or neutered.

Owners of dogs and cats must provide two color photographs

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.

#### Refusal to Register Pets

If the PMHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The PMHA will refuse to register a pet if:

- The pet is not a “common household pet” as defined in this policy
- The pet owner fails to provide complete pet registration information
- The pet owner fails to update the registration annually
- The PMHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with provisions of the lease

#### Standards for Pets

Exotic, wild animals or any other animal not permitted by State or local laws may not be kept by any resident.

#### *The following are NOT considered “common household pets”:*

- Domesticated dogs that exceed 40 pounds or 18” at the shoulder (Animals certified to assist persons with disabilities are exempt from this weight limitation).

- Vicious or intimidating pets are not allowed. Dog breeds (including pit bull; rottweiler; /chow; boxer; Doberman and German shepherd) are considered vicious or intimidating breeds and are not allowed.
- Animals who would be allowed to produce offspring for sale
- Wild, feral, or any other animals that are not amenable to routine human handling
- Any poisonous animals of any kind
- Fish in aquariums exceeding 10 gallons in capacity
- Non-human primates
- Animals whose climatological needs cannot be met in the unaltered environment of the individual's dwelling unit
- Pot-bellied pigs
- Ferrets or other animals whose natural protective mechanism pose a risk of serious bites and/or lacerations to humans
- Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to humans
- Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them
- Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans
- Snakes or other kinds of reptiles

#### Dogs as Pets

- Maximum number: One
- Maximum adult weight: 40 pounds
- Maximum adult height: may not exceed 18" at the shoulder
- Must be housebroken
- Must be sprayed or neutered (unless under 6 months)
- Must have all inoculations
- Must be licensed as specified now or in the future by State law and local ordinance
- Dog must be restrained when maintenance is to be performed on the unit or an inspection is to be conducted. The tenant must be at home or the dog must be restrained or caged. If not, the repair or inspection will not be performed and the tenant will be charged a \$25 fee. If the same situation occurs a second time, the pet will be taken to the animal shelter and it shall be the responsibility of the tenant to pay to reclaim the dog.

#### Cats as Pets

Maximum number: One

Must be de-clawed

Must be sprayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licenses as specified now or in the future by State law or local ordinance  
Only domestic cats are permitted  
Waterproof and leak proof litter box must be provided. Cardboard boxes are not acceptable.

#### Pets Permitted In All Units

1. Allowable Pets
  - Fish-maximum aquarium size is 10 gallons, and must be maintained on an approved stand
  - No more than 2 hamsters, gerbils or guinea pigs, provided they are kept in an appropriately sized cage at all times must have any or all inoculations as specified now or in the future by State law or local ordinance
  - No more than 2 birds, and must be enclosed in a cage at all times
2. Restrictions
  - Animals not specifically listed above are prohibited
  - Animals must not threaten health, safety or right of peaceful enjoyment of other tenants or employees
  - Animals must not be release in the unit, nor confined in a manner that will threaten the safety of others or cause damage to PMHA premises
  - No more than two types of the pets listed above may be kept in the unit (exception being, where allowed, residents are limited to either one dog or one cat)

#### **C. Pet Agreement**

Residents who have been approved to have a pet must enter a Pet Agreement with the PMHA. Residents will certify, by signing the Pet Agreement that the Resident will adhere to the following rules:

- Agree that the resident is responsible and liable for all damages caused by their pet(s)
- All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement
- All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas
- Tenants are prohibited from feeding stray animals
- The feeding of stray animals will constitute having a pet without permission of the PMHA
- Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission
- No animals may be tethered or chained outside or inside the dwelling unit

- When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual
- All fecal matter deposited by the pet must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$25
- All animal waste or litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin
- Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge
- The Resident/Pet Owner shall be responsible for the removal of waste from any animal by placing it in a sealed plastic bag and disposing of it in an outside trash bin immediately
- The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times
- Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals
- The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance
- The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PMHA accepts no responsibility for pets so removed.
- That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.
- Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- Resident/Pet Owners shall not alter their units, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **D. Limitation on Pet Ownership**

Animals with fur, such as dogs and cats, will not be permitted in development or portions of development where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.

**E. Designation of Pet-Free Areas**

The following areas are designated as no-pet areas: PMHA playgrounds, management offices, community centers or rooms, lobbies and other common areas used by residents for socialization.

**F. Pets Temporarily on the Premises**

All animals or pets not owned by residents, except for service animals, are not allowed on PMHA premises. Residents are prohibited from feeding or harboring stray animals. This rule excludes visiting pet programs sponsored by a humane society other non-profit organization and approved by PMHA.

**G. Deposits for Pets**

Residents with approved pets (other than cats or dogs) are not required to pay a deposit. Residents with approved dogs or cats must pay a pet deposit of \$150 for the purpose of defraying all reasonable costs directly attributable to their presence. PMHA recognizes that pet deposits, when combined with the regular security deposit assessed for general occupancy, may require that PMHA to follow procedures for paying interest based on the requirements of Ohio Revised Code 5321.16, "Procedures for Security Deposits."

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

For dogs and cats:

An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment and monthly payments will be paid in an agreed upon amount until the specified deposit has been paid.

The PMHA reserves the right to change or increase the required deposit by amendment to these rules.

The PMHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

All reasonable expenses incurred by the PMHA as a result of damages directly attributable to the presence of the pet in the development will be the responsibility of the resident, including, but not limited to:

- The cost of repairs and replacements to the resident's dwelling unit

- Fumigation of the dwelling unit
- Common areas of the project, if applicable

The expense of flea de-infestation shall be the responsibility of the resident.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

Pet deposits are not a part of rent payable by the resident.

#### **H. Pet Area Restrictions**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas excepts for those common areas which are entrances to and exits from the building.

Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the area designated for such purposes.

#### **I. Pet Care**

No dog or cat may be left unattended in any apartment or dwelling for a period in excess of 12 hours. All other animals, excluding fish, may not be left unattended for more than 24 hours.

All residents/pet owners will be responsible for adequate care, nutrition, exercise and medical attention for their pet.

#### **J. Responsible Parties**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**K. Pet Rule Violation Notice**

The authorization for a common household pet may be revoked at any time subject to the PMHA's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

- Mandatory removal of the pet from the premises within 30 days of notice by the PMHA or if for a threat to health and safety, removal within 24 hours of notice.
- Lease termination proceedings.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s), which were violated. The notice will also state:

- That the resident/pet owner has 10 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
- That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meetings; and
- That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

**L. Notice for Pet Removal**

If the resident/pet owner and the PMHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PMHA, the PMHA may serve notice to remove the pet.

The Notice will contain:

- A brief statement of the factual basis for the PMHA's determination of the Pet rule that has been violated;
- The requirement that the resident/pet owner must remove the pet within 2 days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

**M. Termination of Tenancy**

The PMHA may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

#### **N. Pet Removal**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the PMHA after reasonable efforts cannot contact the responsible party, the PMHA may contact the appropriate State or local agency and request the removal of the pet, or the PMHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PMHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

#### **O. Emergencies**

The PMHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or Local entity authorized to remove such animals.

If it is necessary for the PMHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

#### **P. Liability Insurance**

Residents are encouraged to purchase liability insurance in conjunction with their standard renter's insurance policy, in order to secure protection from liability claims, should the pet cause property damage or personal injury to another person.

## **SECTION 24.        Physical Inspections of Dwelling Units**

The resident and a duly authorized representative of PMHA shall make a physical inspection of the dwelling unit assigned to the resident at admission, at least annually, on unit transfer, change of household, and at the time of vacate. Annual inspections of units require the use of the Housing Quality Inspection Report authorized by HUD. The resident will be notified of the date approximate time for the annual inspection. PMHA shall retain the original and furnish the resident with a signed and dated copy. This inspection report shall serve as the basis for determining what maintenance charges are to be billed to the resident, other than normal wear and use.

Interim unit inspections may be conducted as deemed necessary.

## **SECTION 25. Evictions**

- A. The notice to terminate shall state the reason(s) for the eviction and inform the resident of the right to meet informally with the appropriate official. If the informal hearing does not rectify the situation, the resident shall be informed of the right to an impartial administrative hearing, except for non-payment of rent. Also, there will be no administrative hearing for a case involving criminal activity that threatens the health, safety or right to peaceful enjoyment of PMHA's premises by other tenants, or employees of PMHA, or is drug-related. The procedure which is to be followed in obtaining such a hearing is set forth in Section 20.

If the decision of the hearing officer/panel is in favor of PMHA, a notice to vacate shall be issued in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of the termination. Whichever is later, appropriate action will be brought against the resident.

- B. A written record of every eviction shall be maintained by the Authority and shall contain the following information:
1. Name and identification of unit occupied.
  2. Date and copy of Notice of Termination.
  3. Specific reason(s) for notice to terminate. (For example, if a resident is being evicted for undesirable actions, the record shall detail the actions for which the eviction has been instituted.)
  4. Date and method of notifying resident of reasons and showing a summary of any conference(s) with resident, including names of conference participants.
  5. Date and description of final action taken, date and copy of Notice to Vacate.

## **SECTION 26. Resident Employees**

In accordance with the Public Occupancy Handbook , 7465.1 rev-2 chapter 6, employees hired that must live in a Public Housing unit as a condition of their job are not considered Public Housing tenants. They are not subject to the same requirements and do not have the same rights as Public Housing tenants. In particular, they:

- Do not have to qualify as a lower income family;
- Are not subject to PMHA's tenant selection procedures;
- Do not have their rent calculated according to HUD regulations;
- Are not subject to HUD lease and grievance procedures; and would not be able to remain in Public Housing if their employment were terminated.

PMHA will establish reasonable ceiling rent for any units utilized for resident employee positions based on current private market trends. PMHA will also have the flexibility to provide the apartment to the employee rent-free. The terms of the rental agreement will be stipulated in the "Employee Residential Lease Agreement." Should the lease be terminated, the resident employee will be given thirty days (30) notice, in accordance with Ohio's Landlord/Tenant Code.

Public Housing applicants who work or expect to work for PMHA are subject to the same admission requirements as other applicants.

- The work they are to do for PMHA shall not be a condition of their admission.
- They may not be given a selection preference based on their willingness to work for PMHA.
- Willful and persistent violations of the rules and regulations of PMHA shall be grounds for termination of either or both the tenant-landlord and/or the employee-employer relationship.

Public Housing tenants who happen to work for PMHA are subject to all of the occupancy requirements and have all the same rights and responsibilities as other Public Housing tenants.

## **SECTION 27. Notices**

Notices required to be given by PMHA to the residents shall be sufficient if delivered personally to the leaseholder or to an adult member of the family residing in the dwelling unit, or by first class mail, properly addressed and postage prepaid, or *posted*. Notices required to be given by the residents to PMHA must be in writing and either delivered to an Authority employee at the office of the Authority, or sent to the Authority by mail, properly addressed and postage prepaid.

## **SECTION 28.                      Income Limits**

The total family income may not exceed the income limits that are established by HUD for admission to low rent Public Housing. Current income limits are located in Appendix C.

## **SECTION 29.      Occupancy Standards**

- A.     The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition. Exception to these standards may be made in cases of extreme emergency of a temporary nature, *or* at the discretion of the Executive Director or his or her designee.

| Number of<br>bedrooms | Number of persons<br>minimum | Number of persons<br>maximum |
|-----------------------|------------------------------|------------------------------|
| 0                     | 1                            | 1                            |
| 1                     | 1                            | 2                            |
| 2                     | 2                            | 4                            |
| 3                     | 3                            | 6                            |

- B. An unborn child will be counted as a person.
- C. Dwelling units will be so assigned that
  - 1. For reasons of health (age, handicap, the relationship, etc. as verified), a separate bedroom may be provided for an individual family member. Such allowable determinations, however, should be fully documented in the resident's file.
  - 2. The living room will not be regularly used as a bedroom.
  - 3. Single parents and a child will be placed on the two-bedroom waiting list.
  - 4. An elderly, handicapped or disabled person who requires a live-in attendant will be housed in a two-bedroom unit.
  - 5. Live-in care attendants who are members of the family would be provided a separate bedroom. Exceptions may be made for temporary live-in attendants who could use the living room as sleeping space.
  - 7. Foster children are normally included in determining the initial unit size the applicant is assigned to. PMHA is not required to transfer a family to a larger unit to accommodate a resident's request to have a foster child added to the lease.

### **SECTION 30. Transfers**

When it is found that the size of the dwelling unit is no longer suitable for the family in accordance with the standards, the family will be required to move. To the maximum extent possible, required transfers will take precedence over new admissions.

Transfers will be made without regard to race, creed, sex, age, national origin, familial status, religion, or handicap. They will not be made to units of equal size except to alleviate hardship in documented medical related cases, and with the approval of the Executive Director or an officially designated representative.

The PMHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

The PMHA will provide a 90-day grace period before placing Mandatory Transfer families on the waitlist. The 90-day period will begin the date the household change occurred.

**Families transferring:**

- Must have paid the security deposit paid in full at the current development.
- Any move-out charges will be paid by the deposit at the old unit.
- Once possession of the new unit is given to the tenant, full possession of the original unit must be returned to PMHA within seven (7) days.

**Except in emergency situations, transfers will be avoided when the family is:**

- Delinquent in its rent
- About to be asked to move for reasons other than non-payment of rent
- Not in good standing with the PMHA due to rental history or a history of disturbances or other non-compliant issues.

Mandatory Transfers take precedent over Non-Mandatory Transfers. Individuals or families affected by Mandatory Transfers will have the opportunity to meet with the Property Manager in a case-conference setting to review options and procedures for transfer.

**A. In the case of Mandatory Transfers for Under-housed Families (overcrowded):**

1. Families with a newborn child will not be considered until that child is one year old and the household exceeds the occupancy standards.
2. The Property Manager will maintain a waitlist for under-housed families based on the date the changes in family composition occurred. Families will be served in the order placed on the waitlist.
3. Options for Under-housed families include:
  - a. Selection of size-appropriate PMHA housing or
  - b. Transfer to Section 8 when PMHA public housing units cannot accommodate the family size or an appropriate size public housing unit will not be available expeditiously.
4. Families will be afforded an opportunity to identify the PMHA development of their choice that has appropriate size units within **30 days** of being placed on the transfer waitlist. However, if the family fails to do so, the next size-appropriate unit within PMHA public housing stock will be offered to the family. **In the case of Mandatory** transfer, when a unit becomes available, a 30-days notice of availability will be give, and it will be necessary for the family to move to the unit of the appropriate size, and a new lease will be executed.

The 30-day notice of availability will also serve as a 30-days notice to vacate the premise.

If the family refuses the offered unit, the Property Manager will evaluate the reason for the refusal and determine if it is one of good cause. If determined that there is no good cause, the PMHA will begin lease termination proceedings. The Property Manager has the authority to suspend the transfer policy for 30 days should the resident request such time as to provide sufficient information to the PMHA to support the family's position.

If the refusal was due to good cause, the family will remain on the top of the waitlist, and will be offered the next available unit that meets its size. If the family refuses to accept the next housing offer, the PMHA will begin lease termination proceedings.

5. **Transfers to Section 8**

- a. Section 8 will be available to large families who are under-housed and unable to move to other public housing units of appropriate size expeditiously.
- a. All tenants needing more than 4 bedrooms will be offered Section 8 assistance, as the PMHA has no units with more than 4 bedrooms.
- b. Tenants, who are under-housed (within the legal codes) and choose to continue to be under-housed in order to remain at the same housing development, will be required to state in writing that they have voluntarily chosen to be under-housed. At any time, these voluntarily under-housed families may decide differently, and accept the option to transfer within public housing or to accept a Section 8 subsidy.
- c. For Public Housing residents who obtain employment outside of PMHA's area of Public Housing stock or are unable to transfer due to the lack of vacancies in the area of the tenant's new employment, Section 8 assistance will be offered to families needing to move closer to their new employment. This policy will allow for greater mobility to areas of increased employment opportunities, including employment areas outside of Portage County.
- d. Public housing residents must remain in public housing at least 12 months before transferring to Section 8. The Executive

Director may make exception to this provision upon review and recommendation of the Property Manager.

- e. The Assistant Director will approve the decision to offer Section 8 assistance. Once a Public Housing resident receives Section 8 assistance, all standard Section 8 procedures will apply.

**B. In the case of Childless Sole Remaining Family Members:**

1. Transfers to Section 8 will be one of three alternatives offered to childless sole remaining family members residing in family public housing units having two or more bedrooms. In order to ensure that family units having two or more bedrooms are used to house families with children, sole remaining single adults or couples will be required either to move using a Section 8 subsidy; transfer to another appropriately sized unit within the PMHA's non-public housing inventory or transfer to elderly housing, if age appropriate.
2. The Property Manager will maintain a waitlist for Childless Sole Remaining Family Members based on the date the changes in family composition occurred. Families will be transferred in the order placed on the waitlist. Families will be placed on the waiting list after the expiration of the 90-day grace period, or referred for Section 8 as appropriate.
3. When the family elects (and meets the criteria for elderly housing) to remain in an appropriately sized unit within PMHA housing, it will be afforded an opportunity to identify the PMHA development (Eastowne Manor or Etna House) of their choice that has appropriate size units within **30 days** of being placed on the transfer waitlist. However, if the family fails to do so, the next vacant size-appropriate unit will be offered to the family. When a unit becomes available, it will be necessary for the family to move to the unit of the appropriate size, and a new lease will be executed.

If the family refuses the offered unit, the Property Manager will evaluate the reason for the refusal and determine if it is one of good cause. If determined that there is no good cause, the PMHA will begin lease termination proceedings. The Property Manager has the authority to suspend the transfer policy for 30 days should the resident request such time as to provide sufficient information to the PMHA to support the family's position.

4. The family may choose an offer of Section 8 assistance, with approval by the Housing Program Manager. The Section 8 voucher qualifies the family for a unit at PMHA non-public housing stock, or the family may

choose to use the voucher elsewhere. Once a Public Housing resident receives Section 8 assistance, all standard Section 8 procedures will apply.

**C. In the case of Over-housed Families**

Families having more bedrooms than needed for their family size are considered to be over-housed. When there is a change in family composition resulting in over-housed, the Property Manager will notify the family, and place it on the transfer waitlist after the 90-day grace period, which begins the date of the family-composition change. Should the family composition change during the 90 day-grace period and the family is no longer over-housed, no transfer will be required.

The Property Manager will offer the family/individual a case conference to discuss transfer options and procedures.

Families will be afforded an opportunity to identify the PMHA development of their choice that has appropriate size units within **30 days** of being placed on the transfer waitlist. However, if the family fails to do so, the next size-appropriate unit within PMHA public housing stock will be offered to the family. When a unit becomes available, it will be necessary for the family to move to the unit of the appropriate size, and a new lease will be executed.

If the family refuses the offered unit, the Property Manager will evaluate the reason for the refusal and determine if it is one of good cause. If determined that there is no good cause, the PMHA will begin lease termination proceedings. The Property Manager has the authority to suspend the transfer policy for 30 days should the resident request such time as to provide sufficient information to the PMHA to support the family's position.

If the refusal was due to good cause, the family will remain on the top of the waitlist, and will be offered the next available unit that meets its size. If the family refuses to accept the next housing offer, the PMHA will begin lease termination proceedings.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

**D. In the case of Non-Mandatory Transfers**

A request for a Non-Mandatory Transfer:

- Must be expressed in writing and submitted to the Property Manager
- Must be reviewed and approved by the Director

*Mandatory transfers will be granted only when "good cause" exists.*

In cases of Non-Mandatory Transfers, the selection process will typically alternate between current residents and waiting-list applicants. The exception being when extraordinary conditions exist among current residents needing transfers due to self-sufficiency efforts, temporary relocations due to unit renovations, or other non-typical circumstances.

If a family who initiated a request refuses an offered unit, it will be removed from the transfer list unless the Director determines that the refusal was made for good cause.

Good cause may be:

- Handicap or child-care assistance necessary for employment or schooling is not accessible.
- Suitable health care needs are not available
- Essential services are inaccessible
- Intervention by agencies with legal authority

Note: A three years waiting period from the time of a non-mandatory transfer request will be applicable when:

- Siblings share a bedroom
- An additional family member(s) added to the lease

#### Two (2) and Three (3) bedroom Unit Transfer Requests

A three (3) year waiting period from the time of a non-mandatory transfer request will be applicable when siblings share a bedroom or an additional family member(s) is added to the lease. Transfer offers will be first come first served based upon the date of request.

#### Two (2) bedroom Unit Transfer Requests for Eastowne Manor & Etna House

A three (3) year waiting period is not required when an additional family member is added to the lease due to the limited number of 2-bedroom units in each building. Transfer offers will be first come first served based upon the date of request and providing the tenant has fulfilled the first year of their lease.

#### 4 bedroom Unit Transfer Requests

A three (3) year waiting period is not required for families with 5 or more children and instead will be given priority for a 4-bedroom unit transfer due to the limited number of 4-bedroom units in the Public Housing Inventory. Transfer offers will be first come first served based upon the date of request and providing the tenant has fulfilled the first year of their lease.

All other family size transfer offers will be first come first served based upon the date of request and after the minimum 3 year waiting period.

### **E. Scattered Site Transfers – Under PMHA’s Moving to Work Program**

Public Housing Scattered Site Units (Duplexes and Single Family Homes) will be offered to select current Public Housing families based on their household size and positive rental history with PMHA. To be eligible to apply for AND to be offered a Scattered Site Unit the family must:

- 1) Be a Public Housing tenant for at least 12 months,
- 2) Have zero housekeeping violations in the last 12 months,
- 3) Have zero substantiated neighbor complaints in the last 24 months and
- 4) Have a timely rent payment history for the last 12 months (no 3 Day Notices issued for late payment and/or non-payment of rent).

Families meeting the above criteria will apply for placement on the Scattered Site Transfer Waiting List and will be able to identify all the type(s) of units they are interested in (duplexes, single family homes) as well as the locations (Kent, Ravenna, Rootstown, Windham, etc.).

Participants will be selected from the Scattered Site Transfer Waiting List in date and time order of being placed on the list. If two or more households become eligible at the same date and time and are ranked equivalently on the waiting list, the PMHA will select the household with the longest rental history with the Public Housing Program.

Each qualifying family will be offered a maximum of 2 (two) Scattered Site Unit Offers that meet their selections made on the application. If the tenant fails to accept and move into one of the units offered they will be removed from the Scattered Site Transfer Waiting List and will have to reapply.

Public Housing tenants who apply for the Scattered Site Transfer Waiting List that are not eligible will receive a written notice specifying the reasons they are not eligible and will be encouraged to reapply when they meet the positive rental history requirements. Affected households will also be given the opportunity to meet with the Property Manager to dispute the accuracy and/or relevancy of the reasons given for the ineligibility for transfer.

**F. Moving Costs**

The resident will pay all moving costs, except if the unit is not habitable through no fault of the resident or if the PMHA generates the move based on its own need.

### **SECTION 31. Tenants use of the unit for legal profit-making activities**

With the written consent of PMHA, a resident may engage in legal profit-making activities in the dwelling unit. The Housing Portfolio Manager will review all requests from residents to determine whether PMHA will provide written consent to operate the activity. An example of the types of business that will be permitted may include but are not limited to: typing and/or word processing services, computer services, day-care, tutorial services, telephone sales, piano lessons. Retail sales or storage of retail merchandise is prohibited.

PMHA will determine whether such activities are incidental to primary use of the leased unit for residence by members of the household. The business must comply with the city's zoning code, and the resident must supply proof of proper license and insurance. PMHA will review the insurance policy to determine if the resident has appropriate insurance coverage.

The expected volume of clients who may purchase the services shall not impact on parking for PMHA residents. Structural alteration of the unit will not be granted. No signs will be permitted on the property.

It may be required that the resident organize a meeting with the immediate neighbors to solicit their opinions of the operation of the activities in the neighborhood. Residents who obtain approval to operate profit-making activities in their units will be required to sign an addendum to their lease that will stipulate their responsibilities per this policy and any other applicable licensing and zoning codes. Each request will be reviewed on a case-by-case basis. Resident's total tenant contribution would include the income from the profit-making activities in accordance with these policies.

There may be different criteria applied to assess the type of business and whether it would be feasible to approve such business according to the type of unit the resident is living in (i.e. scattered-site, single family semi-detached or inner-row, high rise).

## **SECTION 32.        Tenant-Paid Utilities**

In a portion of the Authority's developments, tenants pay the cost of certain utilities directly to the supplier of utilities. When this is the case, the tenants' rents are reduced by an allowance of utilities that is developed by the Authority. See Appendix B for current Utility Allowances.

In cases where the Allowance for Utilities exceeds the Total Tenant Payment, the amount will be issued to the Tenant in the form of a Utility Reimbursement Payment. The Utility Reimbursement Payment will be applied to unpaid household debt owed to the PMHA unless a Repayment Agreement has been signed to address the debt.

### **SECTION 33. Procedures & Definitions in Determining Income & Rent**

**Annual income** [24 CFR 913.106 ] -- annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member. Annual income is anticipated income for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined later in this section or is specifically excluded from income by other federal statute. Note: The gross Social Security entitlement may be in dollars and cents amount, but Social Security monthly checks are always rounded down to even dollar amounts.

**Adjusted Income** [24 CFR 913,102] adjusted income (the income upon which rent is based) means annual income less the following deductions and exemptions:

#### **For All Families**

- A. Child care expenses--a deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed (but only when such care is necessary to enable a family member to seek to be or be gainfully employed or to further his/her

education). Amounts deducted must be un-reimbursed expenses and shall not exceed:

- (a) The amount of employment income included in annual income.
- (b) An amount determined to be reasonable by the Housing Programs Manager.

NOTE: Beginning April 1, 2012, the unreimbursed childcare deduction is eliminated. For all annual recertifications of income effective April 1, 2012 through March 30, 2013 no household will experience a rent increase of more than \$30 per month as a result of this policy change.

- B. An exemption of \$480 for each member of the family residing in the household (other than the head, or spouse, or live-in aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student. A single pregnant woman is not entitled to the dependent allowance until after the birth of the child. Beginning April 1, 2012, this dependent deduction is eliminated.
- C. Disability Assistance Expenses -- a deduction of reasonable amounts paid for attendant care or auxiliary apparatus expenses for disabled family members where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. The expenses are anticipated for the period for which annual income is computed and in no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Disability assistance expenses cannot be claimed if they are paid to a family member or reimbursed by an outside source.

Equipment and auxiliary apparatus may include but is not limited to: wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit their use by the disabled family member.

- 1. For non-elderly families and elderly families without medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for disability-related care and equipment less three percent of annual income, provided the amount so calculated does not exceed the employment income earned.
- 2. For elderly families with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for disability-related care and equipment less three percent of annual income, provided the amount so calculated does not exceed the employment income earned, plus medical expenses as defined below.

- D. Medical Expense Deduction (for elderly and disabled families only) -- A deduction of un-reimbursed medical expenses, including health insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PMHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable:
1. For elderly families without disability-related expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
  2. For elderly families with both disability-related and medical expenses: The amount of the deduction is calculated as described in the preceding paragraphs unless impacted by the Medicare prescription discount card or transitional assistance.

**E. Medicare Prescription Drug Plan- Part D Program (Effective January 1, 2006)**

In calculating annual income for a family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs will be excluded as annual income for the purpose of calculating any rent assistance.

The amount of un-reimbursed out-of-pocket expenses for prescription drugs will be treated as a standard medical deduction when determining the family's medical expenses deduction.

Persons with a Medicare prescription drug plan may be required to pay a premium, which will be counted as a medical deduction.

Tenants do not have to report they have enrolled in a Medicare prescription drug plan until the time of their next recertification.

Enrollment in a Medicare prescription drug plan must be verified.

The amount of un-reimbursed out-of-pocket expenses and the amount of the premium must be verified by third-party verification or documentation of the file must occur as to why third-party verification was unavailable. Tenants may provide

program statements they receive to help verify how much they spend on prescription drugs.

F. Elderly Household Exemption -- An exemption of \$400 per household. See next section for definition of elderly family.

G. 29.6% Total Tenant Payment

Effective August 1, 2018 (beginning with the next annual recertification for existing program participants) a family's TTP will be calculated using 29.6% of their gross monthly income with no deductions or allowances. For households where this calculation method increases the TTP by more than \$30.00 per month, the increase will be capped at \$30.00 until the next annual recertification or until the household experiences a change that results in the recalculation of the TTP, whichever comes first.

**Definitions:**

Accessible -- When used with respect to the design, construction, or alteration of a facility or portion of a facility, other than an individual dwelling unit, means that the facility when designed, constructed or altered can be approached, entered, and used by individuals with physical disabilities. Accessible, when used with respect to individual dwelling units, means that the unit must be located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical disabilities.

When an individual dwelling unit in an existing facility is being made accessible for use by a specific individual (current occupant, another occupant in a non-accessible unit controlled by the same housing provider, or an applicant), the unit will be deemed accessible if it meets the standards that address the particular disability of such a person.

Adaptability-- The ability to change certain elements (e.g. kitchen counters, sinks, grab bars, etc.) in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability

Alternative Non-Public Housing Rent - Alternative non-public housing rent (alternative rent) is the monthly amount a PHA must charge non-public housing over-income (NPHOI) families, if allowed by PHA policy to remain in a public housing unit, after they have exceeded the 24 consecutive month grace period. The alternative rent is defined at 24 CFR 960.102, as the higher of the Fair Market Rent (FMR) or per unit monthly subsidy. The monthly subsidy provided for the unit, is determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

Assets -- NOTE: Under Moving-To-Work, assets will not be considered for income determination and rent calculation. Assets mean "cash (including checking accounts) stocks, bonds, savings, equity in real property, or the cash value of life insurance policies not including the value of personal property such as furniture, automobiles and household effects." [24 CFR 913.102] Assets are treated as excluded income.

Auxiliary Aids & Services -- Means services or devices that enable persons with impaired manual or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. The Authority is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature. [See 24 CFR 8.6]

Child Care Expenses --See definition of adjusted income.

Co-Head – An individual in the household who is equally responsible for the lease with the head of household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Current Illegal Use of Drugs -- Means use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is current or that continuing use is a real and ongoing problem.

Dependent - A member of the household, other than head, spouse, co-head, sole member, foster child, or live-in aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR 913.102] note: A single pregnant woman is not entitled to the dependent allowance until after the birth of the child.

Dependent Exemption -- See definition of adjusted income.

Development -- Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots

which are covered by a single ACC for Federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Disabled Person -- A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(5)(b) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 [24 CFR 912.2 and 913.102].

- A. Section 223 of the Social Security Act defines disability as:
  - 1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
  - 2. In the case of an individual who has attained the age of 55 and is blind [within the meaning of blindness as defined in Section 416(i)(1) of this title], and unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which the individual has previously engaged with some regularity and over a substantial period of time.
- B. Section 102 (b) 5 of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary (of Health, Education, and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued indefinitely, and which constitutes a substantial handicap to such individual.

Displaced Person -- A person involuntarily displaced by government action or a declared national disaster.

Drug -- Means a controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C.. 812). Note: Alcohol is not controlled substance.

Elderly Family -- A family whose head or spouse (or sole member) is at least sixty-two years of age, or disabled or handicapped as defined in this section. It may include two or more elderly, disabled, or handicapped persons living together, or one or more such persons living with one or more live-in aides [24 CFR 912.2 and 913.102].

Family -- Two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

Elderly family, single person, or a displaced person, each as defined in this policy; or a single individual who is pregnant at the time of admission or in the process of securing legal custody of any individual under 18 years of age; or, for purposes of continued occupancy, the remaining member of a resident family.

Other persons, including foster children, live-in aides, and members temporarily absent, may be considered a part of the family group if they are living or will live regularly with the family.

Familial Status -- One or more individuals (who have not attained the age of eighteen years) being domiciled with:

- A. A parent or another person having legal custody of such individuals; or
- B. The designee of such parent or other person having such custody with the written permission of such parent or other person. The FHAA protections afforded against discrimination based on familial status apply to any person who is pregnant or in the process of securing legal custody of any person who has not attained the age of 18 years.

Full-Time Student -- A person who is carrying a subject load, which is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 913.102].

Head of Household -- Head of the Household means the family member who is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. A family may designate an elderly or disabled family member as head of household solely to qualify the family as an elderly household, provided that the person is at least partially responsible for paying the rent.

HUD Passbook Rate -- Rate applied to determine the imputed income from assets when the total cash value of the family's assets exceeds \$5,000. See definition of annual income in these policies.

Imputed Welfare Income- the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

The PMHA will not reduce rent, even though the family has experienced a reduction in benefits when:

1. Welfare benefits are reduced because of welfare fraud (verified by the Portage County Department of Job and Family Services)
2. Welfare benefits are reduced because of noncompliance with economic self-sufficiency requirements (verified by the Portage County Department of Job and Family Services)

In such situations, imputed welfare income will be included as part of the family's annual income for rent determination. Under no circumstances will a resident who is under an imputed welfare income sanction pay less rent than the share of rent based on the former welfare income.

The PMHA will reduce resident's rent:

1. At expiration of lifetime or other time limit on the payment of welfare benefits
2. If a family member cannot find a job, even though he or she has completed the required economic self-sufficiency requirement
3. Because the family's welfare grant was reduced for noncompliance with some other welfare agency requirement
4. Because of an earlier inadvertent overpayment

The above is not an all-inclusive list of situations in which welfare benefits might be reduced and the PMHA would reduce rent. A case-by-case approach will be adopted by the PMHA to ensure appropriate consideration is rendered to residents.

The PMHA will not make a determination about whether or not to grant a rent reduction, or conversely, impute welfare income until written verification from the Portage County Department of Job and Family Services (PCDJFS) furnishes written verification of the dollar amount of welfare reduction, the term of the reduction and the reason for the reduction.

If a resident wishes to dispute the PCDJFS's allegation of welfare fraud or failure to comply with economic self-sufficiency requirements, the resident must appeal through PCDJFS's grievance process. The PMHA will delay imputing welfare income until PCDJFS's appeal process is exhausted. The resident must submit to the PMHA in writing her/his desire to dispute these allegation(s) through the PCDJFS's grievance process. The PMHA will verify with the PCDJFS that the resident has requested an appeal.

After the PMHA receives verification from PCDJFS that it is appropriate to impute welfare income, the PMHA will determine the imputed welfare amount is the amount by which the welfare grant has been reduced. The amount of time during which welfare income will be imputed is the term of the welfare benefit reduction.

### Offsetting Imputed Welfare Income with Additional Income

If the PMHA imputes welfare income in computing a resident's rent, and the resident's income increases for any reason (e.g., earned or unearned income), the new income is not added to the former income (which includes the imputed welfare income). Instead, the new income takes the place of the imputed welfare income. Thus, when a resident with imputed welfare income obtains any additional income, it is not added to the overall income until it exceeds the amount of the welfare sanction amount.

Individual with Disabilities 504 Definition -- Means any person who has a physical or mental impairment that substantially limits one or more major life activities; [or]<sup>1</sup> has a record of such impairment; or is regarded as having such impairment.

Major Life Activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Physical or Mental Impairment includes: (1) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; muscular-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or (2) any mental or physiological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

Includes such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. The Fair Housing definition of disabled includes persons with human immunodeficiency virus infection <sup>2</sup>.

The definition does not include: any individual whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question; or whose participation, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. The

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<sup>1</sup> "OR" AS BRACKETED DOES NOT APPEAR IN THE REGULATION

<sup>2</sup> The Department of Justice issued an opinion dated September 17, 1988 that section 504 of the rehabilitation Act of 1973 protects symptomatic and asymptomatic hiv-infected individuals against discrimination in any covered program or activity on the basis of an actual, past or perceived effect of HIV infection that substantially limits any major life activity, so long as the hiv-infected individual is "otherwise qualified" to participate in the program or activity. Thus, you would not need to be disabled by aids or receiving SSI to qualify as an aids-handicapped individual.

Fair Housing definition of disabled specifically excludes "...current, illegal use of or addiction to a controlled substance."

Lease --The contractual agreement between the Portage Metropolitan Housing Authority and the resident that establishes the rights, responsibilities and obligations of each party.

Live-in Aide -- A person who resides with an elderly, handicapped or disabled person or persons and who

(A) Is determined to be essential to the care and well being of the person(s);

(B) Is not obligated to support the family member; and

(C) Would not be living in the unit except to provide the necessary supportive services [24 CFR 912.2 and 913.102].

Note: Portage Metropolitan Housing Authority policy on live-in aides stipulates that:

Before a live-in aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact the person cared for will be able to comply with the lease terms as the result of such care;

Move-in of a live-in aide must not result in overcrowding;

The live-in aide is not listed on the lease and has no right to the unit as a remaining member of a resident family.

Relatives who satisfy the definitions and stipulations above may qualify as a live-in aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;

The income of a live-in aide is not used in determining the family's income or calculating rent.

A police/background check will be completed for the proposed live-in aide, who will be required to meet the same standards as applicants.

Lower Income Family -- A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families [24 CFR 913.102].

Medical Expense Allowance -- For purposes of adjusted income determination, for elderly *and disabled families only*, medical expense allowance means the medical

expenses in excess of 3% of annual income, where these expenses are not compensated for or covered by insurance [24 CFR 913.102].

Minor -- A minor is a person less than 18 years of age. (see definition of dependent.)

Monthly Adjusted Income -- One-twelfth of adjusted income (annual income less allowances). [24 CFR 913.102]

Net Family Assets -- Note: Under Moving-To-Work provisions, assets are excluded when determining income or calculating rent. [24 CFR 913.102] The net cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes)
- Savings (CD's, IRA or Keogh accounts, checking and savings accounts, precious metals)
- Cash value of whole life insurance policies
- Stocks and bonds (mutual funds, corporate bonds, saving bonds)
- Other forms of capital investments (business equipment)

The value of necessary items of personal property such as furniture and automobiles shall be excluded from assets. The value of any assets held in a trust fund shall be excluded, where the trust is not revocable by, or under the control of, any member of the family or household. Any income distributed from the trust fund will be counted when determining annual income.

The net cash value of an asset is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net family assets also include the amount in excess of any consideration received for assets (business or personal) disposed of by an applicant or resident for less than Fair market value during the two years preceding the date of the initial application or reexamination. This does not apply to dispositions that result from foreclosure or bankruptcy sale.

In the case of an asset disposition that is part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms. [24 CFR 913.102].

Assets are excluded income under Moving-To-Work.

Non-Public Housing Over-Income Family – a family that has exceeded the over income limit for 24 consecutive months who remains in a public housing unit, as allowed by PHA policy, paying the alternative rent. These families are no longer public housing program participants and are unassisted tenants.

Other Alterations     **Dwelling Units:** (Requirement of the 504 regulations 24 CFR 8.23)

(b)] that alterations to a multi-family housing development must, to the maximum extent feasible, be made readily accessible by individuals with handicaps. When alterations of single elements or spaces of a dwelling unit, when considered together, amount to an alteration of a dwelling unit, the entire dwelling unit shall be made accessible. Once 5% of the dwelling units in PMHA are accessible to individuals with mobility impairments, no additional elements of dwelling units or entire dwelling units are required to be accessible, unless there is a demonstrated need above the 5% Authority-wide threshold.

Other Alterations,     **Common Areas:** Alterations to common areas or parts of facilities that affect existing housing facilities shall, to the maximum extent feasible, be made accessible to and usable by individuals with handicaps.

Over-Income Family - a family whose annual income (not adjusted income) exceeds the OI limit. This term includes families that are in the grace period or afterwards, but prior to termination and are still public housing program participants.

Over-Income Limit – the maximum amount of income a household can have and remain a public housing resident. This amount is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4 (i.e., 120 percent of the AMI).

Qualified Applicant -- Only qualified applicants may be admitted to assisted housing. A qualified applicant is a person or family that both meets the basic eligibility requirements of the program and meets the PMHA's resident selection criteria as described in these policies.

Qualified Interpreter -- Means an interpreter who is able to interpret effectively, accurately and impartially both receptively and expressively, using any necessary specialized vocabulary. A relative or friend may not be considered a qualified interpreter due to emotional issues or issues concerning impartiality. [ADA 36.104]

Remaining Member(s) of the Resident Family -- Any person(s), except a live-in aide or foster child, who remains in the unit and was considered a member of the family on the most recent lease or recertification forms. To qualify as the remaining member the person must:

- (A) Be a member of the original resident family or have become a member of the resident family subsequent to move-in with the written approval of the manager, and remained in continuous occupancy up to and including the time the resident of record departs or dies; and
- (B) Be listed on the current lease
- (C) And have their income (if any) counted toward rent.

Service Animal -- Means any guide dog, signal dog, or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders and sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items. [ADA 36.104]

Single Person --A person living alone or intending to live alone who does not qualify as an elderly family, displaced person, or the remaining member of a resident family. [24 CFR 912.2]

Spouse -- Spouse means the husband or wife of the head of the household. For proper application of the Noncitizen's Rule, the definition of spouse is: the marriage partner, who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Third Party Verification -- Confirmation or substantiation of applicant or resident declarations obtained from an employer, public agency, physician, prior landlord, etc. Written third party verification is preferred, followed by documented phone contact with the third party.

Total Tenant Payment (TTP) -- The TTP is calculated using the following formula:

The greater of 29.6% of the monthly adjusted income (as) defined in the previous section) or 10% of the monthly annual income (as defined in the previous section) or, if applicable, the welfare rent. See 24 CFR 913.107. TTP shall be minimum rent, and will be applied in accordance with Minimum Rent policies. If the resident pays the utilities, the amount of the utility allowance is deducted from the TTP. The TTP does not include miscellaneous charges  
[24 CFR 913.102]

Utilities -- Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone and cable service is not included as a utility.

Utility Allowance -- Portage Metropolitan Housing Authority's estimate of the monthly cost of the reasonable consumption of utilities and other housing services

(except telephone) by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. (See Appendix B). For those dwelling units where residents are responsible for the cost of utilities and services, the allowance will be deducted from the Total Tenant Payment. (tenant rent = TTP less the utility allowance.)  
[24 CFR 913.102]

Utility Reimbursement -- Funds that are reimbursed to a resident if the utility allowance exceeds the Total Tenant Payment. [24 CFR 913.102] In cases where the Allowance for Utilities exceeds the Total Tenant Payment, the amount will be issued to the Tenant in the form of a Utility Reimbursement Payment. The Utility Reimbursement Payment will be applied to unpaid household debt owed to the PMHA unless a Repayment Agreement has been signed to address the debt.

Very Low-Income Family -- Very low-income family means a family whose annual income does not exceed 50 percent of the median annual income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development. [24 CFR 913.102]

## **SECTION 34. IN-HOME CHILD CARE POLICY**

A resident desiring to be a provider of in-home childcare must adhere to the following:

1. Must meet Type B Family Day Care certification guidelines required by Ohio Department of Job and Family Services (this includes, but is not limited to unit and housekeeping requirements).
2. Child care services must be limited to a maximum of five children, including the number of children actually in residence.
3. Head of household must submit a written request to the PMHA for permission to establish an in-home (on-site) day care service, prior to establishment of the service.
4. Head of household must provide the PMHA with updated income verification (in reference to the establishment of this service).
5. Head of household must provide confirmation of liability insurance.
6. Site Limitation- No more than two in-home participants per site will be approved at any given time. Priority will be given to childcare providers who are watching children who already reside on the site.
7. The PMHA's approval of the service may be revoked if adequate supervision is not provided, or the additional children disrupt other tenants' peaceful enjoyment of their premises.

## **SECTION 35. COMMUNITY SERVICE REQUIREMENT**

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.

**Community Service** is 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.

**Economic Self-Sufficiency Program** is 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.

PMHA will comply with non-discrimination and equal opportunity requirements during the implementation of the CSR Policy.

### **A. Exemptions**

The following adult residents are exempt from performing Community Service or Self-Sufficiency work activities:

1. Persons 62 years or older
2. Blind or disabled individuals as defined under 216(i) (1) or 1614 of the Social Security Act (42 USC 416(i)(1);1382c), and who certifies that

because of this disability she or he is unable to comply with the Community Service requirements

3. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph 2 above
4. Family members engaged in Work Activity at least 8 hours per month (effective October 15, 2013). For paid employment exemptions, the hours worked must be equal or greater than 8 hours per month at the rate of the current minimum wage or higher.

Based on section 407(d) of the Social Security Act (42 USC 607(d); TANF Definition of Work Activities under the Personal Responsibility and Work opportunity Reconciliation Act of 1006 (PL 104-193) Section 407. Mandatory Work Requirements, Subsection (d); and Ohio Job and Family Service OWF/PRC Guidance Letter No. 53).

Work Activity may be defined as:

- a. **Employment** means an individual receives compensation for services performed. This includes self-employment. Maximum 30-day exemption period will be allowed between jobs to allow for job seeking activities.
- b. **Work Experience** means the activity in which an individual works without pay at a job site in a public, private-non-profit, or private-for-profit organization/business in order to gain work experience and training. It may include activities ensuring that participants become familiar with workplace expectations and exhibit work behavior and attitudes necessary to compete successfully in the labor market. Work experience may include specific hands-on training.
- c. **Subsidized Employment Program** means the program in which individuals work with pay at job sites in public, private non-profit or private-for-profit organizations in order to gain specific occupational training. In return for hiring the individuals, a subsidy is provided to the employer for a specified period of time.
- d. **On the Job Training** means a program that combines classroom instruction and paid or unpaid work experience to improve individuals' skill development and assist them in obtaining, retaining, or improving employment.
- e. **Job Search and Job-Readiness Activities** means the programs, which assist individuals in acquiring the life skills that are used in obtaining, retaining or improving employment; and those activities to seek and secure employment.
- f. **Vocational Education** means a program of education and training with a goal of enabling individuals to obtain employment. Vocational education includes college, technical, vocational or other course work leading toward a degree, certificate, or license. Study time may be included as part of this

activity. Students are considered "exempt" between breaks/semesters provided they resume their studies.

- g. **Job Skills Training** means a program designed to increase individuals' employability potential. It may include college, technical, vocational or other course work. It may also include activities ensuring that participants become familiar with workplace expectations and exhibit work behavior and attitudes necessary to compete successfully in the labor market. Various types of structured programs would qualify, e.g., rehabilitation services, counseling, personal development, and pre-employment classes. Study time may be included as part of this activity.
  - h. **Education Related to Employment** means any educational program provided to individuals who do not have a high school diploma or GED. Study time may be included as part of this activity.
  - i. **Basic Education Activities** means a program provided to individuals who do not possess basic literacy skills whether or not they have obtained a high school diploma or equivalent. Basic education may include high school or equivalent education and adult basic and literacy education. Study time may be included as part of this activity.
  - j. **Alternative Work Activities** means programs which include parenting classes and life-skills training; participation in a certified alcohol or drug addiction program, receiving counseling or treatment related to the domestic violence, or participating in criminal justice activities against the domestic violence offender; or participating in an education program under which a resident who does not speak English attends English as a second language course.
- 5. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work.
  - 6. 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 Ohio Works First cash assistance and who are in compliance with that program.
  - 7. Family members engaged in related activities in accordance with local, State, Federal regulations or requirements.
  - 8. Individuals giving birth will be exempt for 90 days after the date of delivery.
  - 9. Individuals changing jobs will be exempt for a period of up to 30 days for the period in between the two jobs.

## **B. Process for Claiming Status As An Exempt Person**

Notification will provide the opportunity for residents to claim and explain an exempt status.

Applicants are provided a copy of the Community Service Requirement policy and are required to complete a Community Service Requirement (CSR) Status form during the initial intake process. An exempt or non-exempt determination will be completed during the processing of the application and the family will be notified of the status at the execution of the Lease.

**Upon Annual Recertification** - notification of the Community Service Requirement will include a CSR Status form to be completed, as applicable, for each PMHA household. The CSR Status form must be completed by residents and returned to the PMHA when requested. Residents must identify each adult household member and his/her status as it relates to the requirement. Residents 62 and older will only be required to complete one CSR Status form in order to claim exemption based upon their age.

## **C. Verification of Status**

Residents claiming an Exemption Status will be required to provide documentation of such exemption (if not already included in PMHA file information) when requested.

Residents who do not claim exemption will be classified as "Non-Exempt" residents until exemption status is claimed and verified. Until such time, required compliance time will be:

1. Eight hours of performed activities (Community Service and/or Economic Self-Sufficiency Program) for each month
2. Two hours of performed activities (Community Service and/or Economic Self-Sufficiency Program) for each full calendar week when exemption status is claimed and verified during the course of a month
3. It is mandatory that 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant it, as determined by Public Housing staff. In addition an individual may not complete excess hours to be applied to future months of required service.

Upon receipt of the CSR Status form, Public Housing Staff will notify the family of its determination (Exempt or Non-Exempt) for each affected family member. PMHA will identify family members who are subject to the service requirement, and identify family members who are exempt persons. **If an individual is no longer exempt** - notification of the requirement will be issued within 10 days. **If an individual**

**continues to be exempt** - notification of continued exemption status will be issued upon the completion of the Annual Recertification. Residents 62 and older will only be notified one time of the exemption status and no further CSR information will be completed.

#### **D. Determination of Changes to Exempt or Non-Exempt Status**

When a change in CSR status occurs, family members are required to notify the Public Housing Staff **in writing within 10 days** of the change. The family will be notified by PMHA upon completion of the determination.

Additionally, upon notification of income changes, the Housing Specialist will notify the tenant of any change in the CSR status. The Housing Specialist will provide information on ways to meet CSR requirements. A change in status to non-exempt will become effective the first day after the change occurred.

#### **E. PMHA Support to Non-Exempt Family Members**

In order to support Non-Exempt Family Members in their effort to perform Community Service and/or participate in Economic Self-Sufficiency programs, the PMHA will generate opportunities for affected residents. Such opportunities may include:

1. Lobby Job-Search Lab
2. Assist with the organization of resident training/education opportunities
3. Partnership with Portage Area Transitional Housing (PATH) for the development of Community Service positions and/or Economic Self-Sufficiency program participation
4. Partnership with PMHA resident councils for the development of Community Service positions and/or Economic Self-Sufficiency program participation
5. Creation of PMHA-Community Service positions
6. Coordinate with social service agencies in identifying a list of Community Service positions

7. Coordinating with social service agencies in identifying a list of classes/training that promote Economic Self-Sufficiency or prepare a participant for work (such as substance abuse; mental health; parenting or domestic violence prevention)

**F. Assuring Resident Compliance**

1. Residents determined to be "Non-Exempt" will be required to furnish PMHA with written certification of their service requirements if performed at a location(s) other than PMHA. Residents will be informed of applicable due dates at the time the "Non-Exempt" status is determined by the PMHA.
2. At least 30 days before the Annual Recertification, the PMHA will review the family's compliance with service requirements and will verify such compliance.
3. The PMHA will retain reasonable documentation of service requirement performance or exemption in residents' files.

**G. Notice of Non-Compliance**

When a family member who is required to fulfill a service requirement violates this family obligation, the PMHA will notify the resident of this determination. The PMHA will notify any family found to be in noncompliance of the following:

1. The family member(s) has been determined to be in noncompliance
2. That the determination is subject to the grievance procedure
3. That unless the family member(s) enter into an agreement the lease will not be renewed at Annual Recertification.

The noncompliance will be void if the family provides written assurance satisfactory to the PMHA that the resident or other non-compliant residents no longer reside in the unit.

**H. Opportunity for Cure**

The PMHA will offer the family member(s) the opportunity to enter into an agreement (CURE) *before* the completion of the Annual Recertification. The agreement will 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. The CURE will occur over the next 12 months before the next Annual Recertification and the resident will, at the same time, stay current with the Community Service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

Public Housing staff will assist the family member in identifying opportunities in order to complete the hours needed.

## **I. Prohibition Against Replacement of Agency Employees**

In implementing the Community Service Requirement, the PMHA will not replace any PMHA employee(s) when residents perform activities to satisfy the service requirement.

### **SECTION 36. PMHA POLICY FOR POLICE OFFICER RESIDENCE IN PUBLIC HOUSING**

To enhance security at our public housing multi-family developments, the PMHA will make up to one unit at each multi-family site available for residence by a police officer. The following Plan specifies the rational and guidelines for this occupancy use, as specified in the February 18, 1999 Initial Guidance, section 524.

#### Eligibility

An eligible police officer is an officer who is a professional police officer employed at least 35 hours per week by a governmental unit or a private employer and compensated expressly for providing police or security services. The eligible officer may occupy the unit with his or her family.

#### Potential Locations

The PMHA's multi-family sites where an officer may potentially reside, include the following:

- Athena Gardens, 25 units on Athena Drive, Kent
- Community Estates, 29 units on S. Fairfield Street, Ravenna Township
- Harvest Woods, 28 units on harvest Drive, Ravenna City
- Town Square Villas, 30 units on Town Square Drive, Brimfield Township
- Heritage Knolls, 30 units on Walter Street, Kent
- Renaissance Place, 33 units on S. Prospect St., Ravenna Township

#### Requirements for Occupancy Consideration

The PMHA will inform law enforcement officials of the 4 law enforcement jurisdictions, of the opportunity for police officer residence. This opportunity will be considered by the PMHA when an officer expresses a willingness to reside at one of the developments noted above. Residence by an officer will occur only in instances where three conditions are met:

1. The PMHA determines that there is sufficient need for law enforcement presence at the development
2. An officer from the appropriate law enforcement jurisdiction is willing to live on site and provide services to the PMHA, and

### 3. A unit is vacant at the subject site

In no circumstances will an existing tenant be displaced as a result of this police residency.

#### Rent

A resident police officer will be charged a flat monthly rent discounted down to approximately 25% of the ceiling rent for the unit, depending upon the extent of the services provided by the officer. Monthly rent, based on the 1999 ceiling rents, will range from \$112 to \$190, depending upon the development and bedroom size of the unit occupied. In addition, the officer will be responsible for all tenant-paid utilities for the unit, as well as compensation for any excess water usage. The officer will be required to pay a security deposit of \$200.

The PMHA's average monthly tenant rent contribution for 1998 was \$139. Thus, the officer's rent will approximate the tenant rent previously collected. The PMHA's average maintenance and utility cost for the PMHA's 6 non-elderly multi-family units is \$132 per month. The subsidy will continue to cover this cost. Thus, there will be little, if any, net financial impact to the PMHA because of residency by a police officer.

The PMHA has made law enforcement officials aware of its interest in housing officers since 1994. There has been no interest expressed until one department expressed interest on behalf of one officer in June 1999. Therefore, it is anticipated that residency by an officer will be very limited and will seldom occur at more than one site at a time. Therefore, because of the minimal interest in taking advantage of this opportunity, as well as the lack of financial impact upon the agency cited above, the officer's rent requirement will be maintained at a modest amount.

#### Services to Be Provided and Benefit to the Community and PMHA

Public housing residency by police officers is intended to complement other security measures undertaken by the PMHA. Residency by an officer is intended to provide a visible statement of the PMHA's intent to prevent criminal activity from occurring on PMHA property. The hope is that the visible presence of an officer will convey a sense of security and will make residents feel as if they live in an environment that is not chaotic and intimidating.

In general, a resident officer will be responsible for the following:

1. Serve as a deterrent to criminal activity or disruptive conduct
2. Observe and gather facts related to criminal activity or disruptive conduct and report such information to the PMHA for use in investigations, court proceedings, or tenant warnings
3. Provide testimony and cooperate with the PMHA with respect to the eviction process

4. Promote resident awareness of crime prevention measures and, when appropriate, work with tenant groups to form crime watch committees to deter crime

Any foregone rent will be offset by the benefits offered by the presence of the officer. Each instance will be negotiated individually for each development, depending on the extent and type of crimes for each development, size of the development, and physical site layout of each development.

It is hoped that resident police officers, by keeping a watchful eye, and by interacting with residents, will deter disruptive and criminal actions. An added advantage will be realized in those instances where officers in residence are permitted to take police marked vehicles home when off-duty. This will offer the added advantage of having a visible police deterrent present for many hours at the subject site. It is further hoped that his effort will create a sense of control and security for residents, so that the residents themselves will take a more active part in deterring and reporting incidents and will take more responsibility for their neighborhoods.

#### Assurances

The PMHA assures that the dwelling units to be allocated to officers are situated so that the officers will be in close physical proximity to other residents by restricting the officers to multi-family developments. As only vacated units will be considered for occupancy by officers no existing family will be transferred to another dwelling unit as a result of this policy. The units leased to officers will be rented under the same lease that applies to public housing tenants. The units made available to officers will not exceed one per designated site, for a potential maximum of up to 6 units.

## **SECTION 37. Debt and Repayment Policy**

The PMHA will not admit an applicant family owing money to Public Housing until the balance is paid in full. An existing resident family may be permitted to enter into a repayment agreement, depending on the amount owed to the PMHA.

**Note:** If a current or former resident filed bankruptcy and PMHA is listed as a debtor, and the bankruptcy has been granted, PMHA is not permitted to request payment related to the debt identified in the bankruptcy. A copy of the discharge of the debt is to be kept in the tenant file.

In order to assist current residents with maintaining their housing, the Public Housing Department will offer residents an opportunity to enter into a Repayment Agreement (within 30 days or at the discretion of the PMHA) when costs due to the PMHA are incurred resulting from:

- Excessive Maintenance/Utility Charges
- Reporting changes in income after 10 days (requires recommendation from the Property Manager and/or approval by the Housing and Special Projects Manager to enter into a Repayment Agreement)
- Prior costs and/or those determined at the time of move-out
- Other program violations (requires recommendation from the Property Manager and/or approval by the Housing and Special Projects Manager to enter into a Repayment Agreement)

### **Repayment Guidelines**

The Public Housing Department will allow repayment of debt up to \$8,000. Legal prosecution may be sought when debts exceed \$8,000 or \$5,000 in cases where fraud is suspected.

The following chart outlines the required monthly repayment due to the PMHA entered into after January 1, 2011:

| <b>Debt Owed</b>   | <b>Step</b> | <b>Monthly Amount Due</b> |
|--------------------|-------------|---------------------------|
| \$100 or less      | 1           | Paid in full              |
| \$101 to \$1,000   | 2           | \$50                      |
| \$1,001 to \$2,500 | 3           | \$100                     |
| \$2,501 to \$5,000 | 4           | \$150                     |
| \$5,001 to \$8,000 | 5           | \$200                     |

In cases where it is not feasible for the household to pay the required monthly payment, the Property Manager will have the discretion to reduce the monthly payment with approval of the PMHA Assistant Director.

Earlier repayment of debt and greater monthly payments are encouraged.

The initial repayment due date will be determined by Public Housing staff.

Repayments are due each month until the amount owed is paid in full. The monthly due date will be the first of each month unless otherwise determined by PMHA staff.

The Repayment Agreement will be in default when two (2) payments are delinquent.

When the Repayment Agreement is in default, no future repayment agreement will be made with the same family. All monies owed will be due in full.

#### **Effective Policies During Repayment Period**

The repayment period ends when the debt is paid-in-full to the PMHA. During the repayment period:

- Monthly rent and any occupancy related charges incurred during the repayment period must be paid-in-full when due.
- All or a portion of the Utility Reimbursement checks will be applied to the outstanding debt owed to the PMHA. Note: Debts that are part of a Security Deposit installment plan are exempt from this provision if residents remain current on the installments.

#### **Consequences of Failure to Abide by Repayment Agreement**

- Section 8 applicants and/or Public Housing applicants will have their applications withdrawn until payment in full has been received or a repayment agreement has been established.
- Residents may be referred to a credit bureau and other appropriate clearinghouses that maintain debt information.
- Public Housing may have their unpaid balance turned over to a collection agency and/or the Portage County Municipal Court for collection of total unpaid balance, plus court costs.

#### **Other**

Settlements negotiated as part of a court-ordered eviction are excluded from this policy.

#### **SECTION 38.**

#### **Highlights of Moving to Work Rent Features**

The Public Housing Occupancy Plan Changes, due to the Moving To Work Demonstration, are listed collectively in this section as well as distributed throughout the appropriate sections of this Occupancy Plan.

**A. 29.6% Total Tenant Payment**

Effective August 1, 2018 (beginning with the next annual recertification for existing program participants) a family's TTP will be calculated using 29.6% of their gross monthly income with no deductions or allowances. For households where this calculation method increases the TTP by more than \$30.00 per month, the increase will be capped at \$30.00 until the next annual recertification or until the household experiences a change that results in the recalculation of the TTP, whichever comes first.

**B. Changes in Employment Income**

Income changes from changes in employment of \$1,000 per year or less are expected to be reported to the Housing Specialist within 10 days of the change, but residents will not experience a rent change until the next annual recertification.

Beginning January 1, 2012, household members experiencing an increase in employment income or begin working, an interim recertification will not be required. Any rent adjustment will be made at the time of the annual re-certification. However, the increase is expected to be reported within 10 days. An updated Personal Declaration is still needed. If the employment increase occurs during the recertification process or before the effective date of the annual Recertification an interim adjustment will be processed to be effective after the annual recertification effective date.

**C. Income Disregards**

Under Moving-To-Work, assets are not included for income determination and rent calculations. Examples of disregards include:

First, all income from assets, whether actual or imputed and regardless of asset type are excluded as income.

Second, employment payments for overtime and bonuses will be excluded from the income calculation. Overtime refers to those hours worked beyond 40 hours in a week. In addition, bonus income does not include commissions or incentive pay that is part of the pay rate, even if the pay rate varies. Bonus income is an amount of payment in addition to what is expected or strictly due. Note: Incentive pay or commissions are not bonuses, because they are due upon meeting defined expectations.

**D. Ceiling Rents - PH-2 MTW feature a.k.a. Maximum Rent**

In February 2024 HUD approved the MTW Plan and authorized PMHA to change outdated Ceiling Rents and increase the 1-bedroom unit rent from \$465 to \$612 per month, 2-bedroom unit rent from \$465 to \$779 per month, 3-bedroom unit rent from \$490 to \$976, and 4 bedroom unit rent from \$490 to \$1,042 per month.

These increased amounts represent 75% of the 2024 Fair Market Rents (FMRs) for the Akron, Ohio Metropolitan Statistical Area. On an annual basis, PMHA will review FMRs and adjust the Ceiling Rent amounts as warranted by increases in the FMRs. The adjusted Ceiling Rent amounts will be based upon 75% of the HUD FMRs for that year, and Ceiling Rent increases will be effective January 1st of every year.

#### **E. Supportive Services Placement**

##### **Supportive Services for the Disabled**

Applicants on the waiting list may indicate a desire to participate in the supportive service program. The supportive service programs fall into two broad categories: self-sufficiency services and assistance for the disabled. Applicants interested in these services must meet traditional public housing admissions requirements as well as criteria established for the respective service.

On-site supportive services are available for people with physical and mental disabilities and persons struggling with homelessness.

Services for physically disabled persons are offered at 1683 Athena Drive by Independence Inc., and the Portage County Board of Development Disabilities.

Services for mentally disabled (to assist them to become independent) are offered at Walnut House by Coleman Professional Services.

Housed individuals at the above facilities are usually referrals by the specific service agency. However, this does not preclude applicants from the PMHA waiting list from being considered for these units.

Applicants for these units must meet the admissions criteria for both the public housing program and the supportive service. Once housed, the participant executes the traditional PMHA lease. The participant is entitled to traditional public housing rights and must meet traditional public housing responsibilities.

#### **F. Transfer to Section 8**

For Public Housing residents who obtain employment outside of PMHA's area of Public Housing stock or are unable to transfer due to the lack of vacancies in the

area of the tenant's new employment, Section 8 assistance will be offered to families needing to move closer to their new employment. This policy will allow for greater mobility in the areas of increased employment opportunities, including employment areas outside of Portage County.

Decisions to offer Section 8 assistance will be made by the Housing Program Manager. Once a Public Housing resident receives Section 8 assistance, all standard Section 8 procedures will apply.

#### **G. Occupancy Standards-Under housed Families**

Transfers to Section 8 will also be available to large families who are under-housed and unable to move to another public housing units of an appropriate size expeditiously. If appropriately sized units exist within the public housing inventory, but are occupied, the under-housed resident may choose to wait for an appropriate unit to become available or accept the Section 8 subsidy. All tenants needing more than 4 bedrooms will be offered Section 8 assistance, as the PMHA has no units containing more than 4 bedrooms. Tenants, who are under-housed and choose to continue to be under-housed to remain at the same housing development, will be required to state in writing that they have voluntarily chosen to be under-housed. At any time, these voluntarily underhoused families may decide differently, and accept the option to transfer within public housing or to accept a Section 8 subsidy.

#### **H. Childless Sole Remaining Family Members**

Transfers to Section 8 will be one of two alternatives offered to childless sole remaining family members residing in family public housing units having two or more bedrooms. To ensure that family units having two or more bedrooms are used to house families with children, sole remaining single adults or couples will be required either to move using a Section 8 subsidy or transfer to another appropriately sized unit within PMHA non-public housing inventory. Decisions to offer Section 8 assistance will be made by the Housing Program Manager. Once a Public Housing resident receives Section 8 assistance, all standard Section 8 procedures will apply.

## **SECTION 39. Victims of Domestic Violence**

### **Termination of Assistance/Eviction**

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control will not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault or stalking that gives rise to the criminal activity.

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of tenant's lease by the victim or threatened victim of that violence and will not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence or threatened violence.

Sexual Assault is defined as – any nonconsensual sexual act proscribed by Federal, tribal or State law, including when the victim lacks the capacity to consent.

However, nothing prohibits the PMHA from evicting or terminating assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking.

Furthermore, the PMHA may terminate assistance or evict a tenant or tenants if an actual or imminent threat to other tenants or PMHA employees or others providing service to the property exists, if the tenant or tenants are not evicted or assistance is not terminated.

### **Bifurcation**

The PMHA may terminate assistance and pursue an eviction to remove a lawful occupant or tenant who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking against an affiliated individual or other individual without terminating assistance and without evicting victimized lawful tenants and occupants. An "affiliated individual" is defined as an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or any individual, tenant or lawful occupant living in the household of that individual.

If such bifurcation occurs and the removed tenant or lawful occupant was the sole tenant eligible to receive assistance under a covered housing program, the PMHA shall provide any remaining tenant the opportunity to establish eligibility for Public Housing or Housing Choice Vouchers. If the remaining tenant cannot establish eligibility, the PHA will provide a reasonable time to find new housing or to

establish eligibility under another covered housing program. Until HUD issues further guidance as required under the 2013 VAWA, PMHA will establish 30 days as the reasonable time to find new housing and will adopt any HUD mandated time period when such guidance is issued.

### **Other Court Orders**

The PMHA is authorized to honor court orders regarding rights of access or control of the subject property, including civil protection orders issued to protect a victim and issued to address the distribution or possession of property among household members in cases where a family separates.

### **Confidentiality**

The law provides confidentiality regarding the disclosure of information provided by the tenant to the PMHA if the tenant produces certification, under the law, that the tenant is the victim of domestic violence, dating violence, sexual assault or stalking. This information will be retained in confidence by the PMHA and will neither be entered into any shared database or provided to any related housing agency, assisted housing provider, owner or manager, except to the extent that disclosure is (1) requested or consented to by the individual in writing; or (2) otherwise required by applicable law.

## **SECTION 40.        Smoke-Free Policy & Lease Addendum**

1. **PURPOSE:** On December 6, 2016, the U.S. Department of Housing and Urban Development (HUD) published the Final Rule “Instituting Smoke-Free Public Housing.” The Final Rule requires housing authorities to implement a policy that prohibits the use of prohibited tobacco products in all public housing units and interior areas, including, but not limited to hallways, rental and administrative offices and structures, as well as outdoor areas within 25 feet from public housing and administrative offices and buildings. HUD issued additional guidance through Notice PIH-2017-03 on February 15, 2017.

Implementing a Smoke-Free Housing Policy will mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning and rehabilitation costs attributable to smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance and property damage caused by fires.

2. **PROHIBITION:** This policy bans the use of all prohibited tobacco products in all PMHA owned and/or managed dwelling units, within all units, indoor common areas, administrative offices and buildings and in outdoor areas within 25 feet of any PMHA housing or administrative offices, buildings or structures along with outdoor common areas that include but are not limited to playgrounds, mailbox and dumpster areas and school bus stops. This prohibition applies to:
3. **DEFINITION OF “PROHIBITED TOBACCO PRODUCTS”:** Prohibited tobacco products are defined as (i) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes; and (ii) waterpipes (hookahs).

While electronic cigarettes are permitted in the Resident’s private dwelling, they are prohibited, just as those items listed above, in all common areas and outdoor areas within 25 feet of any PMHA housing or administrative offices, buildings or structures along with outdoor common areas that include but are not limited to playgrounds, mailbox and dumpster areas and school bus stops.

4. **SMOKE-FREE DEVELOPMENT:** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment.

Resident, members of Resident's Household and guests under Resident's control shall not use prohibited tobacco products anywhere in the unit rented by Resident, in the building where Resident's unit is located, in any of the common areas, playground areas, areas within 25 feet of any building or structure, including but not limited to mailbox and dumpster areas or school bus stops.

5. **DESIGNATED SMOKING AREA:** If, at PMHA's discretion, the property size and configuration allow, PMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area and all other areas of the premises will be non-smoking areas.
6. **EFFECT OF BREACH AND RIGHT TO TERMINATE THE LEASE:** A breach of the Smoke-Free Housing Policy will be considered a material and serious breach of the Lease Agreement and is grounds for immediate termination of the Lease by PMHA. By signing this Smoke-Free Housing Policy & Addendum, Resident acknowledges that PMHA may terminate the Lease Agreement if the Resident, a member of Resident's household or any guest under Resident's control in any way violates or breaches the Smoke-Free Housing Policy.
7. **ENFORCEMENT:** Violations of the PMHA Smoke-Free Policy will be considered a breach of the Lease Agreement and may be grounds for eviction. Enforcement progression is based on violations per household, not per tenant, and is subject to the PMHA Grievance Procedures. PMHA will utilize the following enforcement progression:
  - 1<sup>st</sup> Violation:** Tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in lease termination. Tenant will receive a written warning (1<sup>st</sup>), a copy of the Smoke-Free Policy and referral to cessation services.
  - 2<sup>nd</sup> Violation:** Tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in lease termination. Tenant will receive a written warning (2<sup>nd</sup>), a copy of the Smoke-Free Policy and referral to cessation services.
  - 3<sup>rd</sup> Violation:** Tenant will receive a written warning (3<sup>rd</sup>), and referral to cessation services. A private conference with the manager will be scheduled at which time tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach may result in termination.
  - 4<sup>th</sup> Violation:** Tenant will receive a final written warning and referral to cessation services. A private conference with the manager will be scheduled

at which time tenant will be informed by the manager that PMHA has a Smoke-Free Policy and be informed that any subsequent breach **will** result in lease termination.

**5<sup>th</sup> Violation:** Issuance of a 30 Day lease termination.

8. **DISCLAIMER – PMHA IS NOT A GUARANTOR OF A SMOKE-FREE ENVIRONMENT:** Resident acknowledges that PMHA's adoption of its Smoke-Free Housing Policy, and the efforts to designate the development as smoke-free, does not in any way change the standard of care that PMHA would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. PMHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. PMHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that PMHA's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident, members of Resident's household, and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that PMHA does not assume any higher duty of care to enforce this Lease Addendum than any other PMHA obligation under the Lease and Ohio Law.
9. **REASONABLE ACCOMMODATION REQUESTS:** Addiction to nicotine or smoking is not a disability. PMHA may not permit continued smoking in a restricted areas.
10. **EFFECTIVE DATE:** Unless otherwise required by HUD regulation, the effective date of this Policy and Lease Addendum is July 30, 2018.

