



415 W. Main Street  
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Relay #: 711

## **McKean County Housing Authority**

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### **Public Housing Program Admissions and Continued Occupancy Policy**

**(Approved by the Board of Commissioners on July 15, 2021)**

### **McKean County Housing Authority Public Housing Program**

**415 W. Main Street  
Smethport, PA 16749**

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## I. INTRODUCTION

The McKean County Housing Authority (“MCHA”) operates a Public Housing program that is in compliance with the Quality Housing and Work Responsibilities Act of 1998 and other applicable local and state regulations.

The Admissions and Continued Occupancy Policy (ACOP) defines MCHA’s policies for operation of the Public Housing program in the context of Federal laws and Regulations. Program policies related to Public Housing and not addressed in this ACOP are governed by Federal regulations, HUD Memos, Notices and guidelines, as well as, other applicable law.

## MISSION STATEMENT

MCHA strives to promote sustainable communities where families, individuals, the elderly, and those with special needs have access to quality, affordable housing. In addition to providing quality housing, MCHA assists municipalities in providing the needed infrastructure for future development to revitalize and strengthen our communities.

## II. GENERAL POLICIES

### FAIR HOUSING & EQUAL OPPORTUNITY HOUSING & EMPLOYMENT

It is the policy of the McKean County Housing Authority (“MCHA”) to fully comply with all Federal, State and local nondiscrimination laws, including the federal Fair Housing Act, the Americans with Disabilities Act; and U. S. Department of Housing and Urban Development (“HUD”) regulations and guidance governing Fair Housing and Equal Opportunity. No person shall, on the grounds of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, physical disability or disability, marital status, age, presence of children or sources of income be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under the Public Housing program. MCHA shall affirmatively further fair housing in the administration of the Public Housing program, as well as, practice affirmative action in hiring, promotion and conditions of employment.

To further its commitment to full compliance with applicable nondiscrimination laws, MCHA will provide a *Notice of Fair Housing Rights* to applicants/tenants of the Public Housing Program outlining MCHA’s fair housing policy and advising of the recourse available to them under administrative and court avenues of relief in the event that they believe they may be victims of discrimination. Additionally, HUD’s Fair Housing Information and Discrimination Complaint Forms will be available at the MCHA’s headquarters. The MCHA will provide assistance, where necessary, in completing the foregoing forms. MCHA will demonstrate that it is an equal housing provider through the use of appropriate fair housing disclosures, including the Equal Opportunity logo and poster.

## REASONABLE ACCOMMODATIONS/MODIFICATIONS

It is the policy and intention of MCHA to not discriminate against individuals with disabilities with regard to the development or operation of MCHA's housing, housing services, and housing programs. MCHA is committed to complying with the federal Fair Housing Act ("FHA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the American with Disabilities Act ("ADA"), other federal disabilities laws, state and local disabilities laws, and the regulations implementing those laws, as those laws and regulations are amended. MCHA will provide for accessibility throughout all of its services and programs.

MCHA recognizes that some elderly, near-elderly, and qualified individuals with disabilities need, and are entitled to, reasonable changes or waivers to MCHA's usual rules and policies in order to fully enjoy and participate in MCHA's housing, housing services, and programs ("Reasonable Accommodations"). MCHA also recognizes that some qualified individuals with disabilities need, and are entitled to, reasonable modifications to their housing units or to MCHA's common areas ("Reasonable Modifications") in order to fully enjoy and participate in MCHA's housing, housing services, and programs.

MCHA will foster a corporate culture of acceptance of reasonable accommodations and reasonable modifications. MCHA will consider reasonable accommodations/reasonable modifications on an individualized, case-by-case basis. MCHA will engage in the interactive process to ensure that reasonable accommodation/reasonable modification requests are handled fairly and thoroughly. It is MCHA's policy and intention to provide reasonable accommodations and reasonable modifications to individuals with disabilities that are reasonable, do not place an undue financial and administrative burden on MCHA, do not fundamentally alter the nature of MCHA programs, and are not otherwise infeasible or unreasonable.

MCHA will provide a *Notice of Right to Reasonable Accommodation/Modification* to applicants and residents that informs them about the reasonable accommodations/modifications process. MCHA will provide the *Notice of Right to Reasonable Accommodation/Modification* on each of the following five (5) occasions: 1) to an applicant, when s(h)e applies to the public housing program, 2) to an applicant when MCHA denies his/her application, 3) to a resident when s(h)e is admitted to the public housing program, 4) during a family's regular recertification; and 5) whenever MCHA notifies a resident that MCHA is planning to take certain adverse actions against them (e.g., termination or eviction, denial of a request, etc.).

## INTERPRETERS AND TRANSLATION OF DOCUMENTS

MCHA will provide verbal translation language services through the use of a qualified interpreter to families with limited English proficiency (LEP) in the following language(s): Spanish, French, Arabic, Chinese, Korean, Russian, and Vietnamese.

MCHA will determine the feasibility of translating documents into other languages by evaluating the number of applicants/residents who require translation, the cost of translation and the availability of MCHA staff and/or outside organization resources to translate and explain documents, letters and forms to non-English speaking families.

## PRIVACY

Information that is obtained directly from applicants/residents or from those persons authorized by the applicant/resident will be used or disclosed only for purposes relating directly to the administration of the Public Housing program. All information that is "private data on individuals" under the Pennsylvania Government Data Practices will be handled in compliance with that law.

All applicants/residents are required to complete and sign the HUD Authorization for Release of Information, which incorporates the Federal Privacy Act Statement and delineates the terms and conditions for release of resident information by HUD and/or MCHA. MCHA will apply those same terms and conditions to the release of any medical information provided to MCHA by all applicants/residents or any health care providers. MCHA's



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policy regarding release of information is in accordance with State and local laws, which may restrict the release of resident information.

MCHA's practices and procedures are designed to safeguard the privacy of applicants or residents. All applicant and resident files will be stored in a secure location, which is only accessible by authorized staff.

MCHA staff will not discuss applicant or resident information contained in files unless there is a business reason to do so. Inappropriate discussion of applicant or resident information or improper disclosure of such information by staff will result in disciplinary action.

## **OUTREACH & AFFIRMATIVE MARKETING**

MCHA will conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover, and waiting list characteristics. MCHA will periodically assess these factors in order to determine the need and scope of the marketing effort.

MCHA will continue to publicize and disseminate information concerning the availability of housing assistance for low-income families and those least likely to apply. However, when the waiting list indicates a need for additional families the McKean County Housing Authority will make known, through publication in newspapers of general circulation the availability of housing assistance for low-income families, unless the taking of applications has been suspended according to the U.S. Department of Housing and Urban Development (HUD) regulations. However, when the waiting list indicates a need for additional families the McKean County Housing Authority will make known, through publication in newspapers or social media or radio of general circulation the availability of housing assistance for low-income families.

Marketing efforts will be designed to attract applicants from appropriate segments of the low income population, and those least likely to apply to MCHA programs. MCHA will use its marketing program to achieve a more representative income mix of lower-income families among those on the waiting list and thereby attain a broad range of income in its developments as required by Federal Law, particularly those families at 30% of the local median income who are considered "extremely low income". MCHA will monitor its admissions to ensure that at least 40% of families admitted to its public housing each fiscal year shall have income less than or equal to 30% of the local median income.

## **OCCUPANCY OF ACCESSIBLE DWELLING UNITS**

Information on occupancy of accessible dwelling units is addressed in 24 CFR § 8.27 (a) (1) (2) and (b). When an accessible unit becomes available or when an Asset Manager anticipates that such a unit will become available, the Asset Manager will promptly inform the Admissions Department that such a unit is or is about to become available.

Before offering a vacant accessible unit to an applicant without disabilities, MCHA will offer such units:

First, to a current public housing resident of a non-accessible unit in the same development, or any other MCHA-managed development, having disabilities that require the accessibility features of the vacant unit (in effect a transfer of a disabled occupant in a non-accessible unit to a vacant accessible unit). Such individuals will be tracked on MCHA's centralized transfer waiting list, which includes residents seeking transfers from non-accessible to accessible dwelling units.

Second, once MCHA has determined that there are no current occupants on the centralized transfer waiting list requiring the accessibility features of the available accessible unit, the available accessible unit will be assigned to the qualified applicant highest on MCHA's centralized or site-based waiting list (as applicable), having disabilities that require the accessibility features of the vacant accessible unit.

Finally, if no current occupant or qualified applicant requiring the accessibility features of the available accessible unit is found, MCHA may offer the unit to a non-disabled applicant at the top of the centralized or site-based waiting list (as applicable). When offering an accessible unit to a non-disabled applicant, MCHA will require that

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the applicant initial the transfer policy stating that the applicant will move to an available non-accessible unit if an individual requiring the accessibility features of the accessible unit is found. The unit will be appropriately sized and MCHA will make a good faith effort to transfer the non-disabled tenant within the same development or scattered site neighborhood.

## ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

MCHA will provide information to families on how to fill out and file a HUD housing discrimination complaint form when a family claims that there has been illegal discrimination because of any protected characteristic that prevents the family from finding or leasing a suitable unit with assistance under the Public Housing program. In addition, MCHA will direct the family to report claims of suspected discrimination to HUD.

## PRIVACY PROTECTION OF RECORDS

### OVERVIEW

MCHA is responsible for safeguarding **Personally Identifiable Information (PII)** required by HUD and preventing potential breaches of this sensitive data. MCHA and HUD are committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects MCHA and other parties who collect, use, and maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

General HUD program requirements are set forth in 24 C.F.R. Part 5. Compliance with the Privacy Act and other requirements for grants and contracts is spelled out in 24 C.F.R. 5.212, which states:

- *Compliance with the Privacy Act.* The collection, maintenance, use, and dissemination of SSNs, EINs, any information derived from SSNs and Employer Identification Numbers (EINs), and income information under this subpart shall be conducted, to the extent applicable, in compliance with the Privacy Act (5 U.S.C. 552a) and all other provisions of Federal, State, and local law.
- *Privacy Act Notice.* All assistance applicants shall be provided with a Privacy Act notice at the time of application. All participants shall be provided with a Privacy Act notice at each annual income recertification. The Federal Acquisition Regulation (FAR), 48 C.F.R. Subpart 1524.1, sets forth that compliance with the requirements of the Privacy Act be included in HUD contracts at clause 52.224-2.

### **Personally Identifiable Information (PII)**

The PII is defined in OMB M-07-16 as “. . . information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.”

### **Sensitive Personally Identifiable Information**

Sensitive Personally Identifiable Information is defined as PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

### **Guidance on Protecting Sensitive Privacy Information**

The Privacy Act requires that federal agencies maintain only such information about individuals that is relevant and necessary to accomplish its purpose. The Privacy Act also requires that the information be maintained in systems or records – electronic and paper – that have the appropriate 4 administrative, technical, and physical safeguards to protect the information, however current. This responsibility extends to contractors and third party business partners, such as Public Housing Authorities, who are required to maintain such systems of records by HUD.

MCHA will take the following steps to help ensure compliance with these requirements:

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### 1.) Limit Collection of PII

- a. Do not collect or maintain sensitive PII without proper authorization.
- b. Collect only the PII that is needed for the purposes for which it is collected.

### 2.) Manage Access to Sensitive PII

- a. Only share or discuss sensitive PII with those personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to sensitive PII for which you are responsible.
- b. Do not distribute or release sensitive PII to other employees, contractors, or other third parties unless you are first convinced that the release is authorized, proper and necessary.
- c. When discussing sensitive PII on the telephone, confirm that you are speaking to the right person before discussing the information and inform him/her that the discussion will include sensitive PII.
- d. Never leave messages containing sensitive PII on voicemail.
- e. Avoid discussing sensitive PII if there are unauthorized personnel, contractors, or guests in the adjacent cubicles, rooms, or hallways who may overhear your conversations.
- f. Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if sensitive PII will be discussed and ensure that the room is secured after the meeting.
- g. Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain sensitive PII.
- h. Record the date, time, place, subject, chairperson, and attendees at any meeting involving sensitive PII.

### 3.) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

- a. Do not remove records about individuals with sensitive PII from facilities where HUD information is authorized to be stored and used unless approval is first obtained from a supervisor. Sufficient justification, as well as evidence of information security, must be presented.
- b. Do not use interoffice or translucent envelopes to mail sensitive PII. Use sealable opaque solid envelopes. Mark the envelope to the person's attention.
- c. When using the U.S. postal service to deliver information with sensitive PII, double-wrap the documents (e.g., use two envelopes – one inside the other) and mark only the inside envelope as confidential with the statement —To Be Opened By Addressee Only.

### 4.) Records Management, Retention and Disposition

- a. Follow records management laws, regulations, and policies applicable within your jurisdiction.
- b. Ensure all MCHA locations and all entities acting on behalf of the Authority are managing records in accordance with applicable laws, regulations, and policies.
- c. Include records management practices as part of any scheduled oversight protocols.
- d. Do not maintain records longer than required.
- e. Destroy records after retention requirements are met.
- f. Dispose of sensitive PII appropriately – use cross-cut shredders or burn bags for hard copy records and permanently erase (not just delete) electronic records.

### 5.) Incident Response

- a. Supervisors should ensure that all personnel are familiar with reporting procedures.
- b. Promptly report all suspected compromises of sensitive PII related to HUD programs and projects to the Director of Housing and/or Executive Director.

## **PROGRAM ACCOUNTS AND RECORDS**

MCHA will maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits quick and effective audits. Records will be in the form required by HUD, including requirements governing computerized or electronic forms of record keeping.

During the lease term and for at least three years thereafter, MCHA will keep:

- A copy of the executed lease; and
- The application from the family.

MCHA will keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and families;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports and records;
- Unit inspection reports for disorderly units;
- Lead-based paint records as required by part 35;
- Accounts and other records supporting MCHA budget and financial statements for the program;
- Legal documents.

## III. WAITING LIST AND TENANT SELECTION

### METHOD OF APPLICANT SELECTION

MCHA maintains a waiting list, which applies a preference system in the selection of applicants from the waiting list. In order to obtain a balanced applicant pool, MCHA, at its discretion, may restrict application taking, suspend application taking, or close waiting lists in whole or in part.

The Admissions/Leasing Department determines the number of applicants to pull off the waiting list, by bedroom size, in order to maintain a ready pool of applicants to fill vacant units. The Admissions Department also determines the interview frequency and schedule, and provides the information to the clerk for inclusion in the application packet information letter.

It is the policy of MCHA to administer all waiting lists in accordance with applicable Fair Housing laws and HUD regulations, as modified by MCHA in accordance with the MTW agreement.

### SITE-BASED WAITING LISTS

- **MCHA-site-based waiting list (SBWL);** a site-based list for certain properties with applicant names listed by bedroom size and applicable preferences.  
When there are insufficient applicants on a site-based waiting list, MCHA will conduct outreach, which may include contacting applicants on other site-based waiting lists who may qualify for the type of housing with insufficient applicants.

### OPENING THE WAITING LIST

When the Waiting List does not contain sufficient numbers of applicants at specific income levels to meet MCHA targets, MCHA will open the waiting list to address this deficiency. If, for instance, upon review of the income categories of the applicants on the Waiting List, there are insufficient numbers of applicants at the extremely low-income level to meet the income target goals, MCHA will conduct outreach to segments of the eligible population.

### CLOSING THE WAITING LIST

When MCHA determines that either Waiting List contains an adequate pool of applicants for occupancy of available units, MCHA will stop accepting new applications or may accept only applications meeting criteria adopted by MCHA. MCHA will include in the opening public announcement, the date on which the Waiting List will close.

### UPDATING AND REMOVAL FROM WAITING LIST

MCHA will not remove an applicant's name from the waiting list unless one or more of the following occurs:

- a. The applicant requests that his/her name be removed.
- b. The applicant has failed to advise MCHA of his/her continued interest in public housing. MCHA requires applicants to notify the Authority of any change in family status, mailing address or income.
- c. The Authority notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for public housing.

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- d. The Authority has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful. Correspondence to the latest address will constitute documentation of reasonable effort to contact the applicant.
- e. The applicant fails to keep a scheduled interview or fails to respond to the Authority concerning information that is necessary to process the application. MCHA will notify the applicant in writing that he/she has five (5) working days within which to reschedule the interview or provide the needed information. If the applicant fails to respond within the prescribed time the application will be withdrawn from the waiting list.
- f. The applicant fails to pay an outstanding balance owed to the Authority or any other subsidized program within the time specified.
- g. The applicant fails to return the initial paperwork within fifteen (15) days of date mailed or provided. If the applicant fails to respond within the prescribed time, the application will be withdrawn from the waiting list.
- h. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. The other family members may make a new application with a new application date if the waiting list is open.

Applications from former tenants who have an outstanding balance to the Housing Authority, or A Partnership in Housing, Inc. will not be placed on the waiting list.

### REINSTATEMENT TO THE WAITING LIST

When applicants are removed from the Waiting List because they could not be reached by mail, and they later contact MCHA regarding their continued interest in the Public Housing program, they will be reinstated to the Waiting List if they contact MCHA within 6 months from the date of withdrawal with the reinstatement date. If the applicant contacts the MCHA after 6 months from the date of withdrawal they must re-apply. In addition, if the applicant did not respond to MCHA's update questionnaire because of a family member's disability, MCHA will reinstate the applicant in the applicant's former position on the Waiting List. Their placement on the Waiting List will be based on the date of the original application.

### ORGANIZATION OF THE WAITING LIST

Each applicant shall be assigned his appropriate place on a waiting list in sequence based upon date and time the application was received, suitable type or size of unit. Applicants will also be organized by applicant's preference for housing location. Applicants can be on more than one municipality waiting list. Names will be added to all waiting lists based on date and time of application being received.

#### Selection from the Waiting List

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

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

#### Method of Applicant Selection

When the Authority discovers that a unit will become available, the first family on the waiting list for this location and type of unit or development will be contacted.

In accordance with the MCHA's Admission Policy, the plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, disability, or national origin is as follows:

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1. If the applicant has more than one preference for location, the applicant will be offered the first location that their names comes to the top of the list. If they refuse that location, their name will be moved to the bottom of the list for that location.

“Location” means any low-rent housing site as established in the Development Program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location. In scattered site developments, the Authority shall make reasonable determinations of “locations” based on specific scatterization, including any groupings that may be reasonably consistent with the purpose of these requirements.

2. If there is only one location at which suitable multiple vacancies exist, the eligible applicant shall be offered a unit at that location and if he/she rejects such offer, he/she will be moved to the bottom of the eligible applicant list.
  - a. If an application is received that does not have a location (municipality) request, the applicant’s name will be placed on all lists based on unit size need. When that applicant’s name rises to the top of the waiting list(s), they will be called and offered the unit in that municipality. If the applicant refuses the offered unit because of location, they will be removed from that municipality list.

### Transfers

Transfers to correct occupancy standards, to alleviate medical problems, to permit modernization or to correct or avoid concentrations of the most economically and socially deprived families shall take priority over new admissions.

Before a household will be offered a transfer, they must show that their household has been a tenant in good standing for at least 1 year. A tenant in good standing means they have had no lease violations within the past year of their tenancy. (See Transfer Policy attached.)

## PREFERENCES – GENERAL POLICIES

MCHA maintains 5 categories for use in selecting applicants for participation in the Public Housing program. Four of the five categories are for applicants who claim specific preferences and the fifth category is for applicants who claim no preference.

1. Elderly/Disabled – Families whose head, spouse, or sole member is age sixty-two (62) or older, or is receiving Social Security disability benefits, Supplemental Security Income (SSI) disability benefits, or any other payments based on an individual’s inability to work due to a disability. Section 223 of the Social Security Act defines disability as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which has lasted or can be expected to last for a continuous period of not less than 12 months. If families are not receiving disability payments, they can obtain a third-party disability form completed by their medical provider. The form can be obtained through the Housing Authority office.
2. Veteran – Families with a Head of Household, spouse, or co-applicant who is on active or reserve duty, or a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable, and has served for 181 consecutive days or more. To obtain this preference, the applicant must provide documentation of their active military status or Form DD214.
3. Working Families – Verification of gainful employment (at least 20 hours weekly) from continuing employment by the Head of Household, spouse, and/or co-applicant at the time the preference is claimed.
4. Domestic Violence – must provide documentation from the YWCA, law enforcement agencies, social service agency, or court of competent jurisdiction, or a clergyman, physician or public or private facility that provides shelter or counseling to the victims of domestic violence. They must also complete HUD FORM 5382.

## MCHA Admissions and Continued Occupancy Policy

### 5. No Preference - Families who claim no preference

Applicant families may qualify and apply for a “Local” or a “Need-Based” preference, or they may qualify and apply for both. The family will be offered a unit when their name reaches the top of the Waiting List in any preference category. Applicants will not be permitted to retain their original Master List number on any Waiting List when they have been offered a housing unit and they reject or fail to reply to the notification of available housing unit. Applicants who are otherwise eligible and certify their preference(s) will be placed on the Waiting List in the proper preference category(ies) in accordance with their Master Waiting List number. As such, if an applicant claims more than one preference he/she may have a different ranking in each preference category depending on his/her Master Waiting List Number and the number of applicants who have claimed the same preference.

Any applicants who certify a “Need Based” or “Local” preference(s) for admission and fail to provide acceptable verification of the preference(s) will lose the preference designation during the eligibility determination process. All preferences will have equal weight for selection from the active Waiting List. Applicants will be selected by an applicant’s rank on the Waiting List within the respective preference category.

## SPECIAL ADMISSIONS

If HUD awards MCHA program funding that is targeted for specifically named families, MCHA will admit these families under a Special Admission procedure. Special admission families will be admitted outside of the regular Waiting List process. They do not have to qualify for any preferences, nor are they required to be on the program Waiting List. In addition, MCHA may develop programs that are targeted for specifically named families. These special admission families will be admitted outside of the regular Waiting List process.

## SUPER PREFERENCE

MCHA establishes a super preference for applicants who can document that they have been displaced by a natural disaster declared by their governor or by the President of the United States. Applicants displaced by a declared natural disaster will take **immediate priority over all other applicants** and such families will move to the top of any MCHA waiting list.

## TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular Waiting List. When a specific type of funding becomes available, the Waiting List is searched for the first available family meeting the targeted funding criteria.

### VERIFICATION OF PREFERENCE

Applicants must provide proof of any Preference claim (See Verification Tables in Exhibits Section). Third-party certification and verification is required. Applicants do not receive additional points for more than one Preference; therefore, applicants are required to provide verification of the preference category from which they were pulled from the Waiting List. Preferences are verified at eligibility.

## INELIGIBLE PREFERENCE DETERMINATION

When an applicant fails to substantiate a preference claim, MCHA will notify the applicant in writing of the determination and briefly state the reasons for denying the preference. The notification will offer the applicant an opportunity to meet with a MCHA-designated representative to review the determination. The request to discuss the determination must be made in writing within 10 days of the date of the notification letter.



## **CHANGES IN PREFERENCE STATUS**

Occasionally, an applicant on the Waiting List who did not qualify for a Preference at the time they applied for housing will experience a change in circumstances that now qualifies the applicant for preferences. In such instances, an applicant is required to notify MCHA in writing when their circumstances change.

## **PREFERENCE AND INCOME TARGETING ELIGIBILITY**

At least 75% of the families admitted in any fiscal year must be at or below 30% of the median income for the area (Extremely Low Income). No more than 25% of the families admitted might have incomes that exceed 30% of the median income for the area. Applicants initially selected for the Public Housing program must have anticipated annual income for the next twelve months that is below the current income limit set for Extremely Low Income family. This income limit is based upon 30% of the median income for the area. The remaining applicants may have incomes that do not exceed the Very Low Limit (50% of the median) or, for certain applicants who qualify under the conditions described in the section on Income Requirements (page 21), the Low Income Limit (80% of the median). (See Exhibit Four, Income Limits for Extremely Low, Very Low and Low Income Households).

## IV. ELIGIBILITY / SUITABILITY FOR ADMISSION

### OVERVIEW

It is MCHA's policy to strive for objectivity and consistency in applying both HUD and MCHA's criteria for admission. When an applicant's name nears the top of the Waiting List, MCHA will conduct a review to determine their eligibility for admission. MCHA staff will review all of the information provided by the family carefully and without regard to factors other than those defined in this ACOP. Families or individuals will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation on the basis for any decision made by MCHA pertaining to their eligibility. Only families and individuals that meet program eligibility requirements can receive Public Housing. The following factors will be reviewed as a part of the eligibility determination process:

- Family Status Requirements
- Adult Head of Household
- Income Requirements
- Social Security Numbers
- Citizenship Requirements
- Birth Certificate

Also, MCHA will conduct applicant screening which will include a criminal background check.

### FAMILY STATUS

A "Family" includes but is not limited to:

- Two or more persons who maintain an interdependent relationship and whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship; or
- A group of persons consisting of two or more elderly persons or disabled persons living together; or
- One or more elderly or disabled persons living with one or more live-in aides, or
- An elderly or disabled single person with one or more live-in aides, or
- An elderly single person (62 years of age or older), or
- A disabled single person, or
- A displaced single person, or
- Any other single person.

### INTERDEPENDENT RELATIONSHIP

To claim an interdependent relationship, individuals must demonstrate that the individuals have lived together previously, or certify that each individual's income and other resources will be available to meet the needs of the family.

## **FAMILY MEMBERS**

Family member shall mean:

A husband, wife, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, nephew, niece, uncle, aunt, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law or any other family member or person for whom the head of household can prove legal guardianship or a relationship based on dependency, blood or marriage;

A child who is temporarily away from home due to placement in foster care or other non-permanent situation may be considered a member of the family.

## **ADULT HEAD OF HOUSEHOLD**

The Head of Household must be age eighteen (18) or older or an emancipated minor, who is income eligible and has a social security number. The Head of Household 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 and local law.

## **SPOUSE OF HEAD OF HOUSEHOLD**

Spouse means the husband or wife of the head. For proper application of the Non-Citizens 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.

## **CO-HEAD OF HOUSEHOLD**

Co-head of household means 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.

## **LIVE-IN AIDES**

A Family may include a live-in aide provided that such live-in aide:

- Is determined by the MCHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities;
- Is not the spouse;
- Successfully clear a criminal background check;
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above. Notwithstanding this provision, spouses may not be treated as live-in aides.

A Live-in Aide may only reside in the unit with MCHA's approval. Written verification will be required from a reliable, licensed, knowledgeable professional, such as a doctor. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. MCHA

## MCHA Admissions and Continued Occupancy Policy

will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

### **MULTIPLE FAMILIES IN THE SAME HOUSEHOLD**

If two families who live together (such as a mother and father, and a daughter with her own husband or children) apply as a family unit, they will be treated as a family unit.

### **JOINT CUSTODY OF CHILDREN**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

- There will be legal certification required of families who claim joint custody or temporary guardianship.
- When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

### **INCOME REQUIREMENTS**

The applicant family or individual must meet income requirements. At least 75% of the families admitted in any fiscal year must be at or below 30% of the median income for the area. No more than 25% of the families admitted may have incomes that exceed 30% of the median income for the area. Generally, these families are required to have incomes between 31% and 50% of the area median. Certain families may, at the time of admission, have incomes between 51% and 80% of the area median. These include:

- Families "continuously assisted" in Public Housing program;
- Families physically displaced by rental rehabilitation;
- Non-purchasing tenants of certain homeownership programs;
- Tenants displaced from certain Section 221 and 236 projects;
- Low income families residing in certain HUD-owned projects; and
- Working families.
- Reference Annual Income Limits: <https://www.huduser.gov/portal/datasets/il.html>

### **SOCIAL SECURITY NUMBER**

Applicants, prior to admission, must provide verification of Social Security numbers for all family members if they have been issued a number by the Social Security (SS) Administration. This requirement also applies to persons joining the household after initial admission to the program. Persons who have not been issued a Social Security number must sign a certification that they have never been issued a Social Security number. An applicant who has never had a Social Security number, or who has family members who do not have Social Security numbers, must apply for a Social Security number and bring in verification from the SS administration that an application has been filed. Persons who disclose their Social Security number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

### **OTHER REQUIRED DOCUMENTS**

Applicants must provide birth certificates/proof of age for all household members.

### CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither U.S. citizens nor eligible immigrants, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

- **Mixed Family:** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
- **All family members ineligible:** Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
- **Non-citizen students:** Not eligible for assistance. This is as defined by HUD in the non-citizen regulations at 24 CFR 5.522.
- **Appeals:** For this eligibility requirement only, the applicant is entitled to an informal hearing consistent with the procedures for informal hearings at 24 CFR 982.555.

An applicant who is a citizen must sign a declaration of U.S. citizenship. Applicants who are age 62 or older who are non-citizens must sign a declaration of eligible immigration status and provide a proof of age document. Other non-citizen applicants must sign a declaration of eligible immigration status, a verification consent form, and provide U.S. Immigration and Naturalization Service (INS) forms to establish their eligibility for Public Housing programs.

Acceptable evidence of eligible immigration status shall be the original of a document designated by INS as acceptable evidence of immigration status in one of the six categories in 24 CFR 5.506(a) for the specific immigration status claimed by the individual. (See Exhibit Three for Verification Tables.)

### APPLICANT SCREENING FOR SUITABILITY

MCHA conducts applicant screening to evaluate the eligibility and suitability of families who apply to the Public Housing program. The screening will include criminal background. MCHA will take into consideration any of the criteria for denial of admission as described in Chapter V, in the section on "Denial of Admissions." MCHA will screen family behavior for suitability for tenancy. MCHA will conduct a criminal history background check on all household members who are 18 years or older, including live-in aides. The criminal history background check may be made through state and/or local law enforcement agencies, as well as the FBI's National Crime Information Center or through an on-line service. In cases where a family has lived outside MCHA's jurisdiction for the last three years, MCHA may contact those local law enforcement agencies for a criminal history background check. Families are provided an opportunity to explain circumstances and/or provide additional information when appropriate. MCHA provides applicants an explanation of the basis for any decision made by MCHA pertaining to the applicant's eligibility and or suitability. MCHA may deny assistance for an applicant based on the screening of applicants for family behavior or suitability for tenancy.

HUD Definitions applicable to the screening procedure are as follows:

- **Covered person,** means an applicant, any member of the applicant's household, a guest or another person under the tenant's control (24 CFR Part 960).
- **Drug** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

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- Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 960, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 960 apply to a guest as so defined.
- Household, for the purposes of 24 CFR Part 960 and this chapter, means the family and MCHA-approved live-in aide.
- Other person under the tenant's control, for the purposes of the definition of covered person and for 24 CFR Parts 5 and 960 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for a legitimate commercial purpose is not under the tenant's control.
- Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

## CRIMINAL RECORD AND DRUG ABUSE SCREENING

It is MCHA's policy to conduct screening for drug abuse and other criminal activity. In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other families, and as required by 24 CFR part 5, Subpart J, and 24 CFR 960, Subpart B, §960.204, MCHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

### Required Denial of Admission 24 CFR §960.204

MCHA shall apply the following to all applicant household members. The information being considered will be reasonably related to members' prior conduct and used to determine suitability, willingness and ability to comply with the basic rules of tenancy.

#### 1. Lifetime/ Permanent Denial

1. Any applicant or applicant household member convicted of a 1<sup>st</sup> degree Felony (F1) crime or any of the crimes listed immediately below shall be denied admission to the public housing program for life. MCHA may waive this requirement with mitigating circumstances unless the conviction is for production of methamphetamine or the individual is subject to lifetime registration under a state sex offender registration program:
  - Murder
  - Crimes Involving Indecency with a Child
  - Criminal Homicide
  - Rape or any Other Crimes of Sexual Assault
  - Kidnapping
  - Robbery with a Weapon
  - Intentionally or Knowingly Cause or Attempt to Cause a Catastrophe (*cause potentially widespread injury or damage*), i.e. *explosion, fire, flood, release of poison gas, ect.*

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2. Persons who have ever been convicted of or pled “No Contest/Nolo Contendere” to manufacturing or production of methamphetamine. MCHA will **NOT** waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein);
3. Persons subject to lifetime registration under a state sex offender registration program or convicted of crimes of indecency against a child shall be permanently denied admission. This check shall be carried out on a national basis. MCHA will **NOT** waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein);

### 2. 10-Year Denial

1. Any applicant or applicant household member ever convicted of or pled “No Contest/Nolo Contendere” to a 2<sup>nd</sup> or 3<sup>rd</sup> degree Felony (F2, F3) crime. Or any of the crimes listed immediately below shall be denied admission to the public housing program for a period of 10 years from the date they were released from the judicial system including the payment of costs and fines in full. MCHA may waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein):
  - Manslaughter
  - Burglary
  - Robbery Without a Weapon
  - Aggravated Assault (*attempt to intentionally, knowingly, or recklessly cause bodily injury to another, negligently causing bodily injury to another with a deadly weapon, or physically menacing or putting fear of bodily injury in another person*)
  - Drug Manufacture, Delivery or Possession with Intent to Deliver a Controlled Substance or Non-Controlled Substance Resembling a Controlled Substance
2. Persons subject to registration requirements under a state sex offender registration program that are for periods of less than lifetime.
  - i. A written statement from a qualified professional, knowledgeable about the individual's situation, substantiating absolute rehabilitation
  - ii. Evidence of successful and sustained modification of previous disqualifying behavior for a minimum of five (5) years.

### 3. 7-Year Denial

1. Any applicant or applicant household member ever convicted of or pled “No Contest/Nolo Contendere” to a 1<sup>st</sup> degree Misdemeanor (M1) crime, or any of the crimes listed immediately below shall be denied admission to the public housing program for a period of seven (7) years from the date they were released from the judicial system including the payment of costs and fines in full. MCHA may waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein):

- Terroristic Threats
- Indecent Assault
- Multiple DUI Offenses
- Reckless Handling of a Firearm
- Permitting Child Abuse
- Possessing an Instrument of Crime
- Endangering the Welfare of a Child/Children

### 4. 5-Year Denial

1. Any applicant or applicant household member ever convicted of or pled “No Contest/Nolo Contendere” to a 2<sup>nd</sup> degree Misdemeanor (M2) crime, or any of the crimes listed immediately below shall be denied admission to the public housing program for a period of five (5) years from the date they were released from the judicial system including the payment of costs and fines in full. MCHA may waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein):

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False Imprisonment  
Escape  
Indecent Exposure  
Reckless Endangerment of Another Person  
False Reports to Law Enforcement Authority  
Simple Assault (*Cause of and/or Fear of Bodily Injury*) with a weapon

### 5. 3-Year Denial

1. Any applicant or applicant household member ever convicted of or pled “No Contest/Nolo Contendere” to a 3<sup>rd</sup> degree Misdemeanor (M3) crime, or any of the crimes listed immediately below shall be denied admission to the public housing program for a period of three (3) years from the date they were released from the judicial system including the payment of costs and fines in full. MCHA may waive this requirement with mitigating circumstances or evidence of rehabilitation (as described herein):

Criminal Mischief  
Harassment (*Repeated, Lewd*)  
Simple Assault (*Cause of and/or Fear of Bodily Injury*)  
Criminal Trespass

2. Any person violating a condition of probation or parole imposed under federal or State Law within the three (3) year period before application date shall be denied admission. MCHA may waive this requirement with mitigating circumstances or evidence of rehabilitation) as described herein).

### 6. Other

1. Persons currently engaging in activity including (*but not limited to*) violence, illegal use of a drug or showing a pattern of use of alcohol or illegal/not-prescribed drugs that may threaten the health, safety or right to peaceful enjoyment of the premises by others shall be denied admission until successful completion of a certified rehabilitation program and evidence of continued rehabilitation for a minimum of 12 consecutive months.
2. Persons whose previous actions demonstrate that the applicant or applicant household member may threaten the health, safety or right to peaceful enjoyment for MCHA’s public housing premises shall be denied admission.
3. Applicants or members of the applicant’s household who, at the time of the eligibility interview are currently serving probation/parole for offenses not categorized as violent criminal activity, drug-related criminal activity or criminal activity defined in this policy, may not be considered for admission to the public housing program until six (6) months after they have completed their probation/parole requirement including the payment of any fines or costs.
4. Applicants or members of the applicant’s household who at the time of the eligibility interview have criminal charges pending that guilt or innocence has yet to be determined by the court system, may be placed under administrative review (UAR). If within one (1) year from the date that application is placed in UAR, written documentation is provided by the applicant that verifies a not guilty determination was made by the court, or other mitigating circumstances warrant moving the applicant forward the applicant will be reinstated on the public housing wait list with an effective date the applicant was placed in UAR status. A plea to a lesser charge, a plea bargain or a “nolo contendere” plea will not constitute a not guilty termination.

## MITIGATING CIRCUMSTANCES OR REHABILITATION

1.If unfavorable information with respect to an applicant or applicant household member is received, MCHA will consider the time, nature and extent of the application’s or the applicant household member’s conduct and to factors which might indicate a reasonable probability of favorable future conduct. In some instances, as



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indicated below, MCHA will take into consideration verifiable documentation of mitigating circumstances and evidence of rehabilitation must be verifiable and documented.

If the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MCHA shall have the right to verify the information or to request further information which is reasonably needed to verify mitigating circumstances, even if such information is of a medically confidential nature.

*NOTE: Consideration of mitigating circumstances and rehabilitation does not guarantee the applicant will qualify for admission or reduce the severity of the conduct.*

MCHA will consider the following with respect to the unfavorable information:

- a. Nature and seriousness of offending action;
- b. Extent of participation by the applicant/household member in the offending action;
- c. Extent to which the applicant has taken personal responsibility in the offending action;
- d. Effect of MCHA's decision to the integrity of the program;
- e. Willingness of the applicant to exclude the offending household member in order to be admitting to the housing program.

If the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MCHA shall have the right to verify the information or to request further information which is reasonably needed to verify mitigating circumstances, even if such information is of a medically confidential nature.

2.If unfavorable information about an applicant is received, the applicant will be provided an opportunity to present mitigating circumstances. When mitigating circumstances or rehabilitation are considered in accordance with this policy, the following defines the requirements to verify said unfavorable information and/or rehabilitation.

- a. Evidence of successful residential rehabilitation: able to execute a lease agreement with an owner/landlord that is not a relative and following all terms and conditions effectively for a period of one (1) consecutive year;
- b. Evidence of successful rehabilitation from drug or alcohol-related problems:
  1. Certification from a field-related professional, competent to render the opinion and knowledgeable about the individual's situation to substantiate the rehabilitation. The applicant is required to provide written evidence of successful and continued rehabilitation; and
  2. Evidence of the applicant's family's participation in social service or other appropriate counseling service; or
  3. Evidence of successful and sustained modification of previous disqualifying behavior for a minimum of 24 consecutive months without incident or relapse
- c. The seriousness of the offending action;
  1. The extent of the participation by the household member in the offending action;
  2. The demand for assisted housing by families who will adhere to lease responsibilities;
  3. The extent to which the applicant has shown personal responsibility and takes all reasonable steps to prevent or mitigate the offending action;
  4. The effect of MCHA's decision on the integrity of the program
  5. The willingness of the applicant to exclude the offending household member in order to be admitted to the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
  6. The effect of denial of admission on household members not involved in the offending actions.

### DEBT SCREENING

MCHA will conduct a debt screening through the EIV (Enterprise Income Verification) System & the PA Unified Judicial System to determine:

- If the applicant currently owes rent or other amounts to MCHA, other Housing Authorities, other assisted housing programs or previous landlords;
- If the family has not reimbursed MCHA, other Housing Authorities, other assisted housing programs or previous landlords for amounts paid for damages to the unit or other amounts owed by the family under the lease;
- If the family has breached an agreement with MCHA, other Housing Authorities, other assisted housing programs or previous landlords.

When an applicant owes MCHA, other Housing Authorities or other assisted housing programs money from previous public or assisted housing residency or Public Housing program participation, MCHA will require that the entire amount be paid in full prior to allowing the applicant admission or re-admission to the Public Housing program. When an applicant owes a previous landlord money, MCHA will require that an acceptable payment arrangement be made between the previous landlord and applicant prior to admission into the program.

### OCCUPANCY GUIDELINES

Applicants who pass screening and are qualified for housing will be considered for units based on the Occupancy Guidelines established in this section. Units will be occupied by families of the appropriate size. However, the unit must meet the applicable UPCS space requirements. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

#### Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit (Largest Unit Size)</u>	<u>Max Persons/Unit (Smallest Unit Size)</u>
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	6	10

The following principles govern the size of the unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be assigned so that:

1. It will not be necessary for persons of different generations or opposite sex, other than partners, to occupy the same bedroom. At the request of the head of the household, MCHA may consider modifying this requirement.
2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodations for a person with disabilities or to facilitate the relocation of a family.
3. Two children of the same sex share a bedroom. Two children of the opposite sex will not be required to share a bedroom. At the request of the head of the household, MCHA may consider modifying this requirement.
4. A single, pregnant, applicant will qualify for a two bedroom family unit with a third party verification of pregnancy.

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5. MCHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
6. A parent shall not be required to share a bedroom with his/her child over two years of age. Infants up to 24 months of age may share a bedroom with the parent or parents. MCHA may consider modifying this requirement at the request of the parent.
7. A live-in attendant may be assigned his/her own bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
8. Except in an efficiency unit, the living room may not be regularly used as a bedroom.
9. No more than two persons per bedroom will be the standard for the smallest unit a family may be offered.
10. Taking into account family size and composition, the largest unit size that a family may be offered would provide no more than one bedroom per family member. (Exceptions for persons with disabilities, relocation, and emergencies are permitted.)
11. When a family applies for housing or when the waiting list is updated, some applicants will qualify for more than one unit size. Applicants must choose the bedroom size sub-list where they wish to receive a unit offer. Based on the family's choice, they will be placed on the appropriate waiting sub-list by unit size.
12. If a family opts for a smaller unit size than would normally be assigned under these standards, the family will be required to sign a statement agreeing to occupy the unit for at least one year from the date of admission.
13. When a family is actually offered a unit, but they no longer qualify for the unit size where they were sub-listed, they will be moved to the appropriate sub-list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for the next unit offer.
14. MCHA shall change the family's bedroom size sub-list when warranted while the family is on the waiting list.

## EXCEPTIONS TO OCCUPANCY GUIDELINES

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

When evaluation exception requests the MCHA will consider the size and configuration of the unit. In no case will the MCHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws. Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of one year from the date of admission, unless they have a subsequent change in family size or composition.

To prevent vacancies, the MCHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

All requests for exceptions to the occupancy standard must be submitted in writing.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a licensed, knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

MCHA will notify the family of its decision within 10 business days of receiving the family's request.

## MCHA Admissions and Continued Occupancy Policy

## **V. ADMISSION DETERMINATION**

### **OVERVIEW**

No person in the United States shall be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under the Public Housing program. The application process involves two phases; the pre-application or initial application which involves placement on the Waiting list and the second phase which is referred to as full application and which includes verification of stated preferences and the final determination of eligibility and suitability.

### **COMPLETION OF A FORMAL APPLICATION**

As applicants near the top of the Waiting List and if a unit is available, applicants will be notified to make arrangements to meet with MCHA staff and to complete a full application. Households must complete a full application in order to participate in the Public Housing program. Applicants must supply all information MCHA or HUD determines is necessary to the administration of the Public Housing program. Information includes any requested certifications, releases or other documentation. All information supplied by the family must be true and complete. All members of the household who are 18 years or older are required to sign the HUD Release of Information form, MCHA's release of information form related to the Police Record Check, the Declaration of Citizenship form and any other documents or forms required by MCHA. In addition, applicants will be required to sign verification forms necessary to solicit income and family information.

### **FULL APPLICATION PROCESS**

When a vacant unit becomes available the first person on the waiting list is contacted first by telephone. If that person cannot be contacted in this manner the top 5 individuals on the list, including that first person, will be sent a letter informing them of the vacancy. Those individuals then have 5 days to respond to the interest letter. They can inform the Property Manager of interest, to be withdrawn, or moved to be moved to the bottom of the waiting list. Regardless of the order in which they respond the MCHA commits to the waiting list order and honors those highest on the list. The individual that responds to the letter and is first on the list will be made an offer and sent an admissions packet. They then have 5 days to return the completed packet accompanied with birth certificates and social security cards. Once these materials are received, the Property Manager may begin the verification process. Income, assets, and expenses must be verified. EIV, Happy Check, and a criminal background check all must be completed and approved. Once the Property Manager deems the individual financially eligible and all other materials have been collected and approved the individual will be contacted to make an appointment with the office. During this appointment the individual will become a tenant by signing a lease to the vacant unit.

The full application process should be complete and the individual housed within 21 days or at the Property Managers discretion.

Those individuals who fail to respond to the interest letter within the 5 days will be withdrawn from all Public Housing Waiting Lists. Letters returned to the office due to lack of forwarding information will also be withdrawn.

### **VERIFICATION**

MCHA is required to obtain and document, in the family files, verification of the preferences claimed for admission to the program, social security numbers, immigration status, reported family income, the value of assets, expenses related to deductions from annual income and other factors that affect the determination of adjusted income, rent and eligibility. Further, if MCHA is not able to obtain third party verification, staff must document in the files why third party verification was not available. MCHA will get proper authorization from the family before making verification inquiries. The timing of verification is critical; if the document is more than 90 days old, the item must be re-verified. Applicants are also required to submit documentation to MCHA when it is

## MCHA Admissions and Continued Occupancy Policy

necessary to verify statements related to program eligibility, income adjustments, rent calculations, or information related to Equal Opportunity requirements. MCHA maintains tables of verification methods for verification of family, income and allowance information (see Verification Table in Exhibit Three). Where HUD's verification tables differ from MCHA policies, MCHA policy will prevail.

### REQUIREMENTS FOR ACCEPTABLE DOCUMENTS

- Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to MCHA. The documents must not be damaged, altered or in any way illegible.
- MCHA staff members who view the original documents must make a photocopy, annotate the copy with the name of the person who provided the documents and the dates the original was viewed, and sign the copy.
- MCHA will accept documents dated up to 6 months before the effective date of the family's recertification if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, MCHA would accept the most recent report.
- Printouts from web pages are considered original documents.
- Any family self-certifications must be made in a format acceptable to MCHA.

### LEVELS OF VERIFICATION

MCHA will verify information through the five methods of verification acceptable to HUD in the following order:

- Electronic Income Verification (EIV) EIV is the verification of income, before or during family recertification, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. EIV may include electronic verification from the following sources, but is not limited to these sources: HUD's TASS system, Department of Labor, Information on TANF benefits from the State.
- Third-Party Written Verification
- Third Party Oral Verification may be used provided the same verification form (third party written verification form) is used and completed in accordance with MCHA procedures
- Review of Documents
- Certification/Self-Declaration

### VERIFICATION GUIDELINES

MCHA will follow these guidelines of verification:

- MCHA will have applicants sign and date the release statement on each third party verification form
- MCHA will make two attempts to retrieve any/all forms of third party verification before relying on another method
- MCHA will allow ten business days from the date of the last verification request before using the next method of verification
- If third party verification is not used, MCHA will document the file with the reasons that third party verification was not available

## MCHA Admissions and Continued Occupancy Policy

- For verification of wages using review of tenant provided documents MCHA requires 6 pays stubs for weekly pay, 3 pay stubs for bi-weekly pay and 2 pay stubs for monthly pay. The pay stubs should be consecutive and no more than 60 days old for applicants and 120 days old for current participants.
- If third party verification significantly differs from applicant provided documents, MCHA will obtain additional information from the applicant, third party or both, to resolve the discrepancy. Resolution will be documented in the file to leave a clear audit trail. Substantial difference is defined as a difference of \$200 or more between applicant-provided document and third party documents.
- Family self-certification may be used when attempts to obtain third party verification have failed and/or if there are not appropriate documents available to verify applicant income information.

## THIRD PARTY WRITTEN AND ORAL VERIFICATION

- Unless third-party verification is not required, MCHA will make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.
- MCHA will use EIV whenever available to verify family information.
- MCHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.
- MCHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. MCHA will give the source 10 business days to respond in writing. If a response has not been received by the 11<sup>th</sup> business day, MCHA will request third-party oral verification.
- MCHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, MCHA will record the telephone number used, name and title of the individual contacted and the facts provided on the appropriate oral verification forms. In addition, the oral verification form is documented with all attempts to obtain oral verification. When any source responds verbally to the initial written request for verification, MCHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.
- If a third party agrees to confirm in writing the information provided orally, MCHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6<sup>th</sup> business day, MCHA will use any information provided orally in combination with reviewing family-provided documents.
- When third-party verification has been requested and the timeframes for submission have been exceeded, MCHA will use the information from family-provided documents on a provisional basis. If MCHA later receives third-party verification that significantly differs (\$200 or more difference) from the amounts used in income and rent determinations and it is past the deadline for processing the recertification, MCHA will conduct an interim recertification to adjust the figures used for the most recently completed recertification.
- MCHA will determine that third-party verification is not available when there is a service charge for verifying income, an asset or expense *and* the family has original documents that provide the necessary information.
- If the family cannot provide original documents, a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

## **SS AND SSI VERIFICATION**

MCHA will accept a benefit verification letter provided by the tenant to verify SS and SSI benefits. The applicant provided benefit letter must be dated within sixty days from the date of submission. MCHA will document in the applicant file, the reason why the applicant was unable to provide an original benefit letter.

Assuming the Social Security Administration publishes the Cost of Living Adjustment (COLA) for the upcoming year in October of the current year, MCHA will factor the COLA into the benefit income for admissions and/or recertification, which are effective in January, February and March. The COLA excerpt from the SSA website will be attached to the benefit letter to verify the income.

Effective January 2005, the State Supplementary Payment (SSP) for SSI will be distributed by the Department of Public Assistance. Sending a third party verification request to the Department of Public Assistance will complete verification for this portion of the SSI benefit. If the DPA verification is not received within 10 business days from the date of submission, attaching the Neighborhood Legal Services web screen shot regarding the annual SSP will make verification. If third party verification is later received from DPA, MCHA will compare the benefit amounts and apply necessary changes.

## **MISREPRESENTATION**

Any material misrepresentation on the part of an applicant revealed through the application process or otherwise, will result in a determination of ineligibility. The applicant shall be notified in writing of such determination by MCHA and will be given the opportunity for an informal review of the matter.

## **ELIGIBILITY DETERMINATION NOTICE**

Upon MCHA verification of applicant information, a final eligibility determination is made.

## **DENIAL OF ADMISSIONS**

MCHA will give applicants prompt written notice of a decision to deny admissions. If MCHA obtains criminal record information showing that an applicant or applicant's family member has been convicted of a crime relevant to applicant screening, the applicant shall be provided with the opportunity to dispute the accuracy of the record before a denial of admission. MCHA may deny admissions to an applicant based on the screening of applicants for family behavior or suitability for tenancy.

The notice will include a brief statement concerning the reasons for the ineligible determination and the procedure to follow in the event that the applicant wants to request an informal review or hearing. MCHA will provide a *Notice of Right to Reasonable Accommodation/Modification* to applicants whose applications have been denied.

## **INFORMAL HEARING**

Applicants can be denied admissions based on either MCHA requirements or on INS Immigrant Status Determination.

### **MCHA Requirements:**

Please see attachment Titled: McKean County Housing Authority Grievance Policy.

### **INS Determination of Ineligibility:**

Only persons who are United States citizens or non-citizens who have eligible immigration status are eligible to reside in public housing. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, MCHA will notify the applicant or tenant within ten days of their right to



## MCHA Admissions and Continued Occupancy Policy

appeal to the INS within thirty days or to request an informal hearing with MCHA either in lieu of or subsequent to the INS appeal.

- If the family appeals to the INS, they must give MCHA a copy of the appeal and proof of mailing or MCHA may proceed to deny or terminate. The time period to request an appeal may be extended by MCHA for good cause.
- The request for a MCHA hearing must be made within thirty days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within thirty days of receipt of INS decision on the appeal.
- After receipt of a request for an informal hearing, the hearing is conducted for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MCHA will deny the applicant family or terminate the participant family.
- If there are eligible members in the family, MCHA will offer to prorate assistance or give the family the option to remove the ineligible members in accordance with 24 CFR § 5.516.

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide requested information, the family will be denied admission.

Families denied admission for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as denial for any other type of fraud.

## Exceptions

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

When evaluation exception requests the MCHA will consider the size and configuration of the unit. In no case will the MCHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws. Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of 1 year from the date of admission, unless they have a subsequent change in family size or composition.

To prevent vacancies, the MCHA may provide an applicant family with larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

All requests for exceptions to occupancy standard must be submitted in writing.

Requests for a larger size unit must explain the need or justification for the larger unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a licensed, knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

MCHA will notify the family of its decision within 10 business days of receiving the family's request in writing.

## VI. TOTAL TENANT PAYMENT/RENT

MCHA will use the methods, as set forth in this ACOP to verify and determine that family income at admission and at recertification is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. MCHA's policies in this Chapter address those areas, which allow MCHA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

### ROUNDING OF INCOME AND DEDUCTIONS

Generally MCHA will round to the nearest whole dollar at the final calculation for each income/deduction source. MCHA will round as follows for the following income and deductions:

**Social Security Income:** When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, MCHA will calculate income by rounding down the full monthly benefit before any deductions and then annualizing that monthly benefit. This methodology will be applied to all SS benefits whether or not there are any deductions applied.

**Supplemental Security Income (SSI):** The benefit for SSI is generally separated into two parts, the Federal portion and the State portion. The income for each portion should be calculated by annualizing the total monthly Federal and State portions. The resulting annual total for each portion should be rounded to the nearest whole dollar.

**Other Income/Deduction Sources, which include direction on rounding:** Where the income/deduction verification document has direction on rounding of income/deductions, MCHA will follow the direction on the verification document to calculate annual income and/or deductions.

**Income/Deduction Sources with NO direction on rounding:** If the income/benefit/deduction verification document does not include any direction concerning rounding, MCHA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction. Once the annual amount is calculated, MCHA will round to the nearest whole dollar.

### ANNUAL INCOME

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

- Go to, or on behalf of, the family head or spouse or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or recertification effective date; and
- Are not specifically excluded by regulation
- Includes amounts derived from (during the 12 month period) assets to which any member of the family has access

## ANNUAL INCOME INCLUDES

- The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime, commissions, fees, tips and bonuses and other compensation for personal services.
- Net income from operation of a business or profession:
  - Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income.
  - An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.
  - Any withdrawal of cash or assets from the operation of a business or profession shall be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- Interest, dividends, and other net income of any kind from assets whether real or personal property or instruments such as stocks, bonds, certificates of deposit. (See Asset Income Table in Exhibit Five.)
  - Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income.
  - An allowance for depreciation of real or personal property may be deducted from the interest, dividends or other net income derived from the property (straight line depreciation shall be used as provided in Internal Revenue Service regulations).
  - Any withdrawal of cash or assets from an investment shall be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
  - Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
  - Actual income from assets if total assets are \$5,000 or less.
- The full amount of periodic payments before deductions, received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance payments. If the Welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance included as income shall consist of:
  - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities plus.
  - The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Imputed Welfare Income: Such amounts that involve a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, because of fraud by a family member in connection with the welfare program or because of welfare agency sanctions against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program shall be included in annual

## MCHA Admissions and Continued Occupancy Policy

income. This limitation does not apply to the loss of welfare benefits resulting from the expiration of a lifetime limit on benefits or a durational time limit on benefits.

- Periodic and determinable allowances, such as alimony and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
- All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.
- Payments to the head of the household for support of a minor, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a family member other than the head, who is responsible for his support.

## ANNUAL INCOME EXCLUDES

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a family in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Earnings from training a family member as family management staff;
- Amount received under a family service stipend. A family service stipend is a modest amount (not to exceed \$150 per month) received by a family for performing a service for the MCHA, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to custodian. No family may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as family management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

## MCHA Admissions and Continued Occupancy Policy

- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the Head of Household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to MCHAs identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. (See Table of Federal Income Exclusions in Exhibit Six.)

## EARNED INCOME DISALLOWANCE

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below. A family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. Specifically the EID includes the following:

- Initial twelve-month exclusion. During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income any increase in income of the applicable family member as a result of employment over prior income of that family member.
- Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date an applicable member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
- Maximum four-year disallowance. The disallowance of increased income of an applicable individual family member is limited to a lifetime 48-month period. The disallowance only applies for a maximum of twelve months for disallowance of the full increase in income and a maximum of twelve months for disallowance of fifty percent of the increase in income, during the 48-month period starting from the initial exclusion.

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage

## MCHA Admissions and Continued Occupancy Policy

applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

## SEASONAL INCOME

Seasonal Income: Households with a pattern of seasonal income will have their income based on a yearly average.

## ZERO INCOME STATUS

Zero income means that the household member does not receive any form of wages, compensation, benefits or other income. MCHA will require applicants and participants to provide verification of zero income status. Applicants will be required to verify zero income status every 3 months.

Interim recertification is NOT required when the adult household member claims zero income and is:

- A full time student
- Disabled
- Elderly

Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's expenses exceed their known income, MCHA may make inquiry of the Head of Household as to the nature of the family's accessible resources.

Applicants and residents reporting zero income will be required to sign a statement certifying that they are receiving no income.

## INCOME OF FAMILY MEMBERS TEMPORARILY ABSENT

MCHA will include all income of family members approved to reside in the unit.

## INCOME OF PERSONS PERMANENTLY CONFINED TO A NURSING HOME

MCHA will not count the income of household members who are confined to a nursing home or hospital on a permanent basis. Those household members are no longer considered members of the assisted household.

## ANNUALIZED INCOME

Annual income will be anticipated for the twelve-month period following the effective date of initial determination of eligibility or the effective date of the recertification of income. If it is not feasible to anticipate a level of income for a twelve-month period, the income anticipated for a shorter period of time may be annualized, subject to a re-determination at the end of the shorter period. This includes all income and wages that are not received on a consistent basis.

## **GROSS AND ADJUSTED MONTHLY HOUSEHOLD**

MCHA will determine gross and adjusted monthly income as follows:

- Gross Monthly Income = Annual Income divided by 12
- Adjusted Monthly Income = Annual income minus the deductions divided by 12

## **MINIMUM RENT**

The establishment of a minimum rent provides a mechanism for families to make some rental contribution toward their housing. MCHA will address any hardship issues for Public Housing families on minimum rent. A \$50 minimum rent will be established for families with zero income.

Minimum Rent guidelines include the following:

- Families will continue to provide verification of annual income;
- Families claiming zero income must substantiate that claim every 3 months;

## **FINANCIAL HARDSHIP EXEMPTION FROM MINIMUM RENT**

If a family requests a financial hardship exemption, MCHA will suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until MCHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term. MCHA will render a decision on the hardship exemption from minimum rent within thirty days from the hearing of the family's request. Upon review of the family's request for a financial hardship exemption, MCHA will determine whether to reinstate the minimum rent requirement, suspend the minimum requirement for a temporary period or exempt the family from the minimum rent requirement. Further, MCHA will make a determination on the effective date of the reinstatement of the minimum rent requirement and the amount of back rent owed, if applicable.

## **RENT CHANGES**

Once the initial Rent is established, it will remain in effect for a minimum of one year, unless an interim recertification is completed.

## **TIMING OF RENT CHANGES**

Upon completion of any recertification, MCHA will notify the family of the new Rental Payment.

- Rent Decrease: If the Rent decreases, the new rent amount will be effective with the next month's rent payment.
- Rent Increase: If the Rent increases, MCHA will provide 30 days written notice to the family of the new rent amount, except at the time of scheduled re-certification.
- Interim Changes: The family is required to report selected changes in family information as described in the section of the Plan on interim re-examinations.
- Notification: MCHA will notify the family in writing of any change in the Family Rent, and state the reasons. MCHA will give the family an opportunity to request an informal hearing or grievance on the matter.
- If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with MCHA policies. Families who fail to provide information on a timely basis, forfeit their right for 30-advance notice of a rent increases.

## VII. LEASING

### OVERVIEW OF GENERAL LEASING POLICY

All units must be occupied in accordance with a lease that complies with HUD's regulations 24 CFR § 966. The head, spouse, all other adult members of the household and the authorized representative of MCHA, prior to actual admission, shall sign this lease (according as stated in the regulations, 24 CFR § 966.4 (p)). All members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and other provisions as required by State and Federal Law, and MCHA policy.

If a resident transfers from one MCHA unit to another, a new lease will be executed for the dwelling into which the resident moves (24 CFR § 966.4 (c)(3)). If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

1. A new lease agreement will be executed, or
2. MCHA will execute a Notice of Rent Adjustment and Household composition, or
3. An appropriate rider or insertions will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the resident and the authorized representative of MCHA (24 CFR § 966.4 (o)).

### UTILITIES

Utilities are in the MCHA's name and are paid by the Housing Authority.

### ADDITIONS TO THE HOUSEHOLD AND GUESTS

Families are required to report to MCHA changes in family composition due to additions/reductions to the family within 10 days of the change. If appropriate, the tenant will be sent a written notification regarding the over or under housing that resulted from the change in family composition.

Only those persons listed on the most recent Notice of Rent Adjustment and Household Composition or on the Lease shall be permitted to occupy a dwelling unit (24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)).

- Residents who fail to notify MCHA of additions to the household within 10 days of the addition, or who permit persons to join the household without undergoing screening are in violation of the lease. Persons added without MCHA approval will be considered unauthorized occupants and the entire household will be subject to eviction (24 CFR § 966.4 (f)(3)).
- Except for marriage, natural births, adoptions by household members, or court awarded custody, any resident seeking to add a new member must request approval in writing before the new member moves in.
- Management must approve foster care placements before the children move into the unit. MCHA approval will be based on current standards pertaining to overcrowding a unit. Failure to comply will result in automatic denial of the addition to the household and is considered a breach of the lease.



## MCHA Admissions and Continued Occupancy Policy

- All persons listed on the most recent recertification form and the lease must use the dwelling unit as their sole residence.
- When a resident requests approval to add a new person to the lease, MCHA will conduct pre-admission screening of any proposed new adult member to determine whether MCHA will grant such approval. Examples of situations where the addition of a resident or household member is subject to screening are:
  - Resident plans to be married and requests to add the new spouse to the lease
  - Resident desires to add a new resident member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available
  - Resident members over the age of 18 who moved from the dwelling unit and were removed from the lease, who now want to be readmitted to the unit and be added to the dwelling lease,
- Tenant must report any guests or visitors staying for more than three (3) days in any 30-day period. Permission may be given for accommodations to Tenants' guests or visitors for a period not exceeding (30) thirty days. No adult guest may stay more than thirty (30) days in a one-year period.
- Guests remaining beyond 30 days shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- Roomers and lodgers shall not be permitted to move in with any resident. Violation of this provision is grounds for termination of the lease (24 CFR § 966.4 (f)(2)).
- Residents will not be given permission to allow a former resident of MCHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
- Resident members over age 18 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease (24 CFR § 966.4 (f)(3)).
  - The resident shall report the move-out within 30 calendar days of its occurrence.
  - MCHA requires that the head of household sign a certification statement that the designated household member ceases to reside in the unit and where this household member is now residing.
  - These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.
  - MCHA shall consider medical hardship, or other extenuating circumstances in making determinations under this paragraph.

## EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse and all other adult members of the household and by the MCHA.

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of transfer of a tenant from one MCHA unit to another.
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.
- A security deposit of one (1) month(s) rent not to exceed \$95.00 will be required at the time the lease agreement is executed.

## MCHA Admissions and Continued Occupancy Policy

- Lease signers must be persons legally authorized to execute contracts.

### **LEASE TERM**

The initial term of the lease will be for one year. The lease will renew automatically for a one-year period except for noncompliance with the community service or Lease terms requirements.

### **SECURITY DEPOSIT**

- New tenants will pay a security deposit to MCHA at the time of admission.
- The amount of the security deposit is \$95 or the equivalent of one month's rent not to exceed \$95.00.
- MCHA will hold the security deposit for the time period that the tenant occupies the unit.
- MCHA will refund to the tenant the amount of the security deposit, less any amount needed to pay the cost of:
  - Unpaid rent
  - Damages listed on the Move-out Inspection Report that exceed normal wear and tear
  - Other charges under the lease
- MCHA will refund the security deposit less any amounts owed within 30 calendar days after the move-out and tenant's notification of new address.
- MCHA will provide the tenant or tenant's designee with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, MCHA will provide a meeting to discuss the charges.
- Residents must leave the unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to MCHA. All keys to the unit must be returned to Management upon vacating the unit.
- MCHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

## VIII. INSPECTIONS

### OVERVIEW

MCHA will inspect each unit leased prior to the initial term of the lease, at the end of the lease, annually during occupancy and at other times as needed to determine if the unit meets MCHA inspection standards.

### GUIDELINES FOR UNIT INSPECTIONS

Inspection forms are completed for each unit inspected. If a unit fails to meet MCHA inspection standards, a work order is generated and completed for each failed item. After a housekeeping inspection, the resident is notified in writing of the failed items that they are required to correct in order to remain in compliance with their lease.

### ENTRY OF PREMISES DURING LEASE TERM

Management has the right to enter the unit with 24-hour advance written notice to perform routine inspections and maintenance or make improvements or repairs. However, if an emergency exists, management may enter the unit at any time without notice. Tenants shall receive a yearly calendar with inspection dates; this will serve as written notice for these inspections.

### INSPECTION TYPES

- Move-in Inspections: MCHA and the Resident will inspect the dwelling unit prior to occupancy. MCHA will give the Resident a copy of the inspection form showing the conditions of the premises, interior and exterior as applicable and any equipment provided in the unit. MCHA and the Resident shall sign the inspection form and a copy of the form will be retained in the Resident's folder. MCHA will correct any deficiencies noted on the inspection form before the Resident moves in, at no charge to the Resident.
- UPCS Inspection: The Uniform Physical Conditions standards inspection program requires MCHA to inspect all units annually. The only exceptions are vacant units; (either sealed or otherwise not accessible), units scheduled for modernization or units subject to HUD approved demolition programs. All eligible units are scheduled for inspection within the first ten months of the fiscal year. Work orders are generated for all failed items and completed within 15 calendar days. Emergency repairs, and items that endanger the household's health and well-being, will be corrected within twenty-four hours of discovery.
- Housekeeping Inspections:
  - Bi-monthly housekeeping inspections: These are inspections that take place in the family units. The purpose of these inspections is to make sure that residents and their family and guests are keeping the leased unit in a clean, safe and sanitary condition. These inspections are also used to verify the occupants of the leased unit. A failed bi-monthly inspection will result in the resident being placed on a more-frequent inspection schedule to remedy the problem within a time-frame not to exceed 3 bi-weekly inspections and/or until deemed satisfactory by Housing Authority staff.
  - Quarterly housekeeping inspections: These are inspections that take place in the elderly units. The purpose of these inspections is to make sure that residents and guests are keeping the leased unit in a clean, safe and sanitary condition. These inspections are also used to verify the occupants of the leased unit. A failed quarterly inspection will result in the resident being placed on a more-frequent inspection schedule to remedy the problem

## MCHA Admissions and Continued Occupancy Policy

within a time-frame not to exceed 3 bi-weekly inspections and/or until deemed satisfactory by Housing Authority staff.

- Annual inspections: These inspections occur once a year and are undertaken by Housing Authority administrative and maintenance staff. The purpose of this inspection is to review the condition of the unit, check housekeeping standards, check condition of Authority-provided items such as appliances, kitchen and bathroom cabinets, lavatories, etc.
- Systems Inspections: Twice a year, typically in March and September, Housing Authority Maintenance staff will inspect unit systems such as: plumbing, electrical, heating, venting, fire extinguishers, building exteriors, doors, windows, etc.
- Real Estate Assessment Center Inspections (REAC): Residents are notified in writing, two days in advance as to the date and time of the inspection. REAC's function is to ensure that public housing properties are decent, safe, sanitary and in good repair. Applying HUD's uniform, consistent standards, REAC personnel inspect a unit and use the results to develop a score for the property's physical condition. The REAC physical inspection emphasizes health and safety deficiencies because health and safety deficiencies are crucial to the well-being of the Residents. All health and safety deficiencies observed during the inspection will be addressed within twenty-four hours.
- Move-out Inspections: MCHA will inspect the unit at the time the Resident vacates the unit. MCHA will provide the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident or a representative may join in such inspection, unless the Resident vacates without notice to MCHA.

## MCHA RESPONSIBILITY

- Provide inspections of the unit by Management or qualified Maintenance Staff.
- Maintain the premises, building facilities, common areas and grounds not otherwise assigned to the residents in a decent, safe and sanitary condition.
- Make needed repairs promptly by responding in the following manner:
  - Emergency repairs: items which endanger resident, health and wellbeing will be corrected within 24-hours after notification.
  - Non-emergency repairs: MCHA requires non-emergency repairs to be completed within 15 days after notification.

## RESIDENT RESPONSIBILITY

- To notify Management immediately of the need for repairs to the premises and of any unsafe conditions on the premises or grounds.
- To use electrical, plumbing, heating/ventilating, air conditioning, and other facilities in a reasonable manner.

## TENANT DAMAGES

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations. "Beyond normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law or court practice.

## IX. CONTINUED OCCUPANCY

### OVERVIEW

To remain eligible for Public Housing, the resident must comply with the terms of their lease, and all other program requirements. MCHA's recertification tracking system maintains information related to the scheduled recertification date for all Public Housing families. Ninety (90) to one hundred and twenty (120) days prior to the scheduled recertification date, MCHA will provide written notification to residents.

### REQUIREMENTS FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- Qualify as a family as defined in this policy
- Are in full compliance with the family obligations and responsibilities as described in the dwelling lease
- Family members each have Social Security numbers or have certifications on file indicating they have no Social Security number
- Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent
- Are in compliance with the eight-hour-per-month community service requirement as mandated by HUD and adopted by MCHA (24 CFR § 5).
- The income, allowances and family composition of each household shall be reexamined within twelve (12) months of the family's move-in date and no less than once each year thereafter. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations.
- Have not interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
- Have not adversely affected the physical enjoyment of the community;
- Have not adversely affected the financial stability of the community.
- If a family's income has exceeded 120 percent of the area median income (AMI) (or a different limitation as may be established by the Secretary) for two consecutive year ( the "grace period") a PHA must terminate the family's tenancy within 6 months of the second income determination or charge the family a monthly rent equal to the 2 greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.

### REQUIRED INFORMATION

MCHA requires residents to supply the following as family obligations:

- All information that MCHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by MCHA or HUD for use in a regularly scheduled recertification or interim recertification of family income and composition in accordance with HUD requirements.

## MCHA Admissions and Continued Occupancy Policy

- The family must disclose and verify social security numbers (as provided by part 5, subpart B, §§ 5.216 - 5.218 of this title) and must sign and submit consent forms for obtaining information.
- All information supplied by the family must be true and complete.
- Except for marriage, natural births, adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
- Kinship and foster care placements must be approved by MCHA management before the children move into the unit. MCHA approval will be based on current standards pertaining to overcrowding a unit. Failure to comply will result in automatic denial of the addition to the household and is considered a breach of the lease.
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
- Meet all requirements for “Additions to the Household and Guests” under Leasing in Chapter VII.

## RECERTIFICATION

At least ninety (90) days in advance of the scheduled annual reexamination effective date, the family shall be notified by mail that they are required to participate in a reexamination.

At this time, all adult members of the household will be required to sign an application for Authorization for Release of Information forms (Consent forms), and all other forms required for occupancy. The family shall provide all information regarding employment and income data, assets, family composition, allowances, and other information deemed necessary. The Authority will send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the income-based rent, the Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$50.00.

Prior to signing the lease amendment the family shall select either the flat rent or the income-based rent. Each family shall sign a certification as to its rent choice.

### Effective Date of Rent Changes for Annual Reexaminations

The new rent will generally be effective upon the anniversary date with thirty (30) day notice of any rent increase to the family. If the rent determination is delayed due to a reason beyond the control of the family. The change will be effective as scheduled on the first of the month following a thirty (30) day notice. If the family caused the delay, then any increase will be effective on the anniversary date.

### Choice of Rent

Each year at the time of the annual reexamination, the family has the option of selecting the Authority's established flat rent or having their rent based on the amount of their income (income-based rent). At the reexamination appointment, the Authority may assist the family in identifying the rent method that would be most advantageous for the family.

Families who opt for the flat rent may request to have an interim reexamination and return to the income-based method at any time for any of the following reasons:

- The family's income has decreased due to circumstances beyond the family's control;

## MCHA Admissions and Continued Occupancy Policy

- The family's circumstances have changed increasing their expenses for childcare, medical care, etc;
- Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.

All requests to return to the income-based rent must be submitted in writing and will be granted only once during the lease year.

### **Failure to Report Accurate Information**

If it is found that the tenant has misrepresented or failed to report to the MCHA the facts upon which his/her rent is based so that the rent being paid is less than that which should have been charged, the increase in rent will be made retroactively. Failure to report accurate information is grounds for initiating eviction proceedings in accordance with the MCHA's lease.

### **Income Disregards and Imputed Welfare Income:**

See the attached "Definitions of Income and Income Exclusions" for explanation of income disregard and imputed welfare income.

### **Changes in Household Composition**

Tenants are required to report any change in household composition within ten (10) days of the change. All changes must be submitted in writing.

New household members may be added to the tenant's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of custody to or by a member of a household on the lease. However no new household member over the age of eighteen (18) years may be added unless and until that person has provided the required information to the Authority and been determined eligible for admission according to the guidelines specified in this policy. The Authority has the right to deny admission to any person found to be ineligible.

Tenants will not be permitted to allow a former tenant of the Authority who has been evicted, or owes money to the Housing Authority or A Partnership in Housing, Inc. to occupy the unit for any period of time.

A tenant must provide documentation as required by the Authority when reporting that a family member has vacated the household. In the case of an income producing household member, the Authority will require at least (2) two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

A tenant reporting a decrease in household size, which changes the unit size for which the family is eligible, will be required to be placed on the transfer list. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition will be placed on the transfer list effective the date the transfer request is approved.

## **INTERIM RECERTIFICATION**

Between regularly scheduled recertification, if there are changes in a family's income, household composition, an interim recertification may be conducted. If the last regular recertification was effective more than 120 days prior to the change in family circumstances, all family information and income must be re-verified. An interim recertification does not affect the date of the periodic recertification.

**Family Requests for Reexaminations:** Families have the choice of requesting an interim recertification under the following circumstances. Households may request one interim recertification every six months. An interim recertification is performed when any one of the following circumstances occurs. In these circumstances, all changes in household status and income will be considered in determining Total Tenant Payment:

## MCHA Admissions and Continued Occupancy Policy

- Changes in household composition: Household composition changes include increases in the number of dependents, addition of new household members, or loss of a family member (deceased or moved out.)
- MCHA will conduct interim re-examinations when families have an increase of monthly income of more than \$200.00 which continues for 2 consecutive months. Families will be required to report all increases in income/assets over \$50.00 which continues for 2 consecutive months of all household members, to MCHA, in writing, within ten days of the increase.
- Decreases in annual/adjusted income: Decreases in annual/adjusted income include: 1) Decreases in wages, 2) Increase in permissible deductions and/or expense.

MCHA may require participating households to complete an interim recertification/verification at additional times to ensure that the family is in compliance with MCHA policies and other requirements. More frequent recertification/verification is required as directed by MCHA for households with the following income situations:

- Zero Income: Zero income means that the household member does not receive any form of wages, compensation, benefits or other income. MCHA will require applicants and participants to provide verification of zero income status. Applicants will be required to verify zero income status every 3 months  
Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's expenses exceed their known income, MCHA may make inquiry of the Head of Household as to the nature of the family's accessible resources.  
  
Applicants and participants reporting zero income will be required to sign a statement certifying that they are receiving no income.
- Temporary or Sporadic Income: Households with income that is temporary or sporadic in nature and therefore cannot be projected with reasonable accuracy for a long period of time will be required to have their income re-examined every 90 days.
- Lump Sum Payments: Family must report the receipt of a deferred lump sum payment, which is a delayed start of a regular periodic payment, within 30 days after it is received. Examples of these are: unemployment benefits or back payments for child support.
- MCHA Error: When an error is made by MCHA at admission or recertification, the family is encouraged to report the error to the MCHA as soon as they become aware of it so that an Interim Reexamination can be conducted. No retroactive rent increase will be made against the family when MCHA has made an error. MCHA will credit the tenant's account for overpayment of rent.

## OTHER INTERIM RECERTIFICATIONS

- When it is not possible to estimate household income accurately, a temporary determination will be made with respect to income and a special recertification will be scheduled every 30 days or at intervals determined by management until a reasonably accurate estimate of income can be made.
- Temporary or Sporadic Income: Households with income that is temporary or sporadic in nature and therefore cannot be projected with reasonable accuracy for a long period of time will be required to have their income re-examined every 90 days.
- Seasonal Income: Households with a pattern of seasonal income will have their income based on a yearly average.
- MCHA may conduct a special recertification at additional times to ensure that the participant is in compliance with program eligibility and program policy requirements.



## RECERTIFICATION REQUIREMENTS

- At the time of recertification, all adult members of the household will be required to sign all forms required by MCHA. These forms will be provided to the family by MCHA management. Assistance in completing the forms is available from MCHA staff.
- Income, employment, 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.
- Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the household or an individual as the remaining member of a family;
  - Unit size required for the family; and
  - Rent the family should pay.
- Families with seasonal or part-time employment will be asked for third party documentation of their employment including start and ending dates. All income sources including seasonal and part time employment will be verified.
- Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy (24 CFR § 966.4 (c)(2)), unless the household is subject to Rent Simplification.

## ABSENCE FROM THE UNIT

The head of household must supply any information or certification requested by MCHA to verify that the household members are living in the unit. MCHA may review on a case-by-case basis, circumstances which dictate a family's absence from the unit. MCHA's established policies on absence from the unit include the following:

- The family may be absent from the unit for brief periods as specified in the lease.
- The head of household must notify MCHA if the head of household will be away for 30 days or more.
- The head of household may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason.
- The head of household must notify MCHA of absences from the unit, including any information requested on the purposes of family absences.
- To verify family occupancy or absence, MCHA may send letters to the family at the unit, make phone calls or visits and/or conduct other appropriate inquiries.
- The family must remain in compliance with the terms of the Lease during any absence from the unit.
- Abandonment means that no member of the family is residing in the unit

## REMAINING FAMILY MEMBERS

Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. MCHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.

A remaining family member is defined as a member of the household who was listed on the lease for at least one year prior to the death or departure of the head of household, and who is of legal age and capacity to execute a new lease.

## MCHA Admissions and Continued Occupancy Policy

Participant families who separate while being assisted in the Public Housing program will be assessed on a case-by-case basis to determine which family members remain assisted under the program. MCHA policy will be that:

- The Head, Co-Head or remaining family member of the household who has full legal custody of any minor children will retain the use of the unit
- In cases where the Head and Co-Head of Household have a joint custody arrangement for minor children, the original Head of Household will retain the use of the unit
- In cases where the Head of Household dies, leaving minor children, the new Head of Household will be subject to all MCHA eligibility and admission requirements. In the event that Head of Household dies or vacates the unit and there is no other adult (over 18) Household Member already listed on the Lease, the Lease terminates immediately.
- In cases where there are two adult Co-Heads of Household with no minor children, the original Head of Household will retain the use of the unit. This is the person that completed the pre-application or waiting list requirements.
- In cases where a live-in aide is added to a household as a result of a care situation for an elderly or disabled household member, the live-in aide is not considered to be a remaining family member and is not eligible to retain the use of the unit.
- In cases where a non-related adult has been added to the household, the original Head of Household will retain use of the unit.
- In the event that the Head of Household moves out of the assisted unit or dies, a remaining adult household member (without children) may retain use of the unit if that adult has been part of the household for at least one year, is in compliance with all program rules and regulations and meets all other program eligibility and continued occupancy requirements.
- Exceptions to the “remaining family member” requirement will be reviewed by the Asset Manager on a case-by-case basis.
- If a separation is the result of a divorce or separation under a settlement or judicial decree, the MCHA will follow any court determination of which family members retain use of the unit.
- In order for a minor to continue to receive assistance as a remaining family member, the court has to have awarded emancipated minor status to the minor or MCHA has to verify 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 of time.
- If exceptional circumstances exist concerning the remaining member of a tenant family, a discretionary administrative determination may be made by the Program Manager on a case-by-case basis.

## NOTICE OF MOVE OR INTENT TO VACATE

The family must notify MCHA before the family moves out of the unit, or terminates the lease with a 30 day written notice.

## LEASE TERMINATION

- No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms (24 CFR § 966.4 (l)(2)).

## MCHA Admissions and Continued Occupancy Policy

- The head of household must also be informed of his/her right to request a hearing in accordance with the Grievance Policy, and be given the opportunity to make such a reply as he/she may wish.
- Lease terminations for certain actions are not eligible for the Grievance Policy, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MCHA employees; and any drug-related criminal activity, on or off the premises (24 CFR § 966.4 (I)(3)) and per HUD's Due Process Determination letter of January 30, 2006.
- Notices of lease termination may be served personally or posted on the unit door.

## GRIEVANCES

The head of household is entitled to a grievance hearing to resolve any disputes concerning the obligations of the residents or MCHA under the terms of the Lease or any action or inaction by MCHA. The grievance will be heard in accordance with the Tenant Grievance Policy. The Grievance Policy governs how the head of household may protest MCHA's actions and decisions. A copy of the Grievance Policy is available at the Management Office. In all disputes, the head of household shall have the right to examine documents in their file and to photocopy documents.

## EVICTIION

Residents are obligated to pay rent in full and any additional legal charges incurred by MCHA, even if the resident has been served with a lease termination notice. If the resident is eligible for a grievance hearing and files a timely grievance, eviction proceedings may not continue until a hearing officer renders a decision concerning the grievance. However, the resident must escrow or pay into an account the monthly rent due after the MCHA's alleged action or inaction prior to being scheduled for a grievance hearing.

Resident shall be liable for all court costs and other fees actually expended in a legal action for enforcement of the Lease Agreement, including but not limited to moving and storage fees, unless the resident prevails.

# X. MOVES & TRANSFERS

## OVERVIEW

Families may seek a transfer to another unit within MCHA housing. MCHA's transfer policy applies when a resident requests a transfer. Voluntary transfers will be made in a manner that will minimize the impact of vacancies MCHA-wide.

## GENERAL TRANSFER POLICY

- Families can be transferred to accommodate a disability (24 CFR § 100.5). All such transfers shall be subject to existing federal, state, and local laws.
- Families will not be transferred to a dwelling unit of equal size except to alleviate hardship or other undesirable conditions as determined by the policies in this ACOP.

Families will receive one offer of a transfer. Refusal of that offer without good cause (see chapter III) will result in lease termination for necessary transfers or the removal of the household from the transfer list for voluntary transfers.

No transfer request will be considered unless:

- All members of the family appear on the lease or MCHA's most recent Notice of Rent Adjustment and Household Composition.
- All members are certified as eligible for continued occupancy and have completed their recertification.
- The family's rent balance and/or repayment agreement is current. For emergency transfers, a family with an outstanding balance must enter into a repayment agreement.

Families must document circumstances surrounding voluntary transfer requests in a form acceptable to MCHA. MCHA will be the final judge of what constitutes adequate and credible transfer documentation. Processing time and rights of appeal shall be governed by the applicable MCHA Grievance Policy.

MCHA management may initiate a necessary transfer by sending a Notice of Proposed Action to a resident that explains the reason for the transfer and informs the resident of his/her right to a conference within five days from the date of the notice, as well as his/her right to file a grievance in accordance with MCHA's Grievance Policies.

## TYPES OF TRANSFERS

MCHA Transfer Policy describes HUD regulations and PHA policies related to transfers in four parts:

### Emergency Transfers

The emergency transfer is one that requires immediate action by the PHA.

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

- VAWA Emergency Transfer requests. See VAWA policy.
- Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours.
- If a unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants.

- If the transfer is necessary because of maintenance conditions or damage, and an appropriate unit is not immediately available, the PHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the PHA will transfer the resident to the first available and appropriate unit after the temporary relocation.
- The PHA will bear the reasonable costs of temporarily accommodating the tenant due to emergency conditions.

Emergency transfers are mandatory for the tenant.

### **Reasonable Accommodation/Reasonable Modification Transfer**

The reasonable accommodation transfer is one that requires a tenant be moved with regards to a reasonable accommodation request. MCHA will provide two categories of RA/RM Transfers:

- Emergency transfers (when the 3rd party verifier indicates that the person with the disability has an emergency situation) and other emergency situations, and
- Priority administrative transfers (all other RA/RM Transfers).
- See MCHA Reasonable Accommodation/Modification Transfer Policy in the appendix.

MCHA also provides administrative transfers for other types of transfers, not based on disability-related needs.

### **Required Transfers**

The types of transfers that may be required by the PHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers

#### **Transfers to Make an Accessible Unit Available**

- When a non-accessible unit becomes available, the PHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. The PHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

#### **Occupancy Standards Transfers**

- The PHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied. The PHA may elect not to transfer an over-housed family in order to prevent vacancies.
- The tenant will be required to bear the cost of occupancy standard transfers.

#### **Demolition, Disposition, Revitalization, or Rehabilitation Transfers**

- The PHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The PHA's relocation plan may or may not require transferring affected families to other available public housing units.

Transfers required by the PHA are mandatory for the tenant.

### **Transfers Requested by Tenants**

- The types of requests for transfers that the PHA will consider are limited to requests for transfer:
  - to alleviate a serious or life threatening medical condition,
  - transfers due to threat of physical harm or criminal activity,
  - reasonable accommodation,
  - transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards, and
  - transfers to a location closer to employment (when the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation, and

public transportation is not adequate). Transfers requested by the tenant are considered optional for the tenant.

### Eligibility for Transfer

Except where reasonable accommodation is being requested, the PHA will only consider transfer request from residents that meet the following requirements:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff
- Must have resided with the Authority for 1 year and is a tenant in good standing
- Owe no back rent or other charges, or have a pattern of late payment
- Have no housekeeping lease violations or history of damaging property

Exceptions to the good record requirement may be made when it is to the PHA's advantage to make the transfer.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

### Security Deposits

When a family transfers from one unit to another, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit. All balances must be paid in full by August 31st.

The resident will bear all of the costs of transfer s/he requests.

## PROCESSING TRANSFERS

Residents requesting a transfer will be required to submit a request in writing.

The PHA will respond by approving the transfer and putting the family on the transfer lists, by denying the transfer, or by requiring more information or documentation from the family.

If the family does not meet the "good record" requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.

The PHA will respond within ten (10) business days of the submission of the family's request.

If the PHA denies the request for transfer, the family will be informed of its grievance rights.

## GOOD RECORD REQUIREMENT FOR VOLUNTARY TRANSFERS

For voluntary transfers, families applying must be in compliance with the following:

- Have had no more than two repayment agreements or unpaid balances in the past two years. If back rent is owed, the family will not be transferred. If prior payment plans have failed, the back rent must be paid in full.
- Have no history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the resident's file.
- Have not engaged in criminal activity that threatens the health and safety of tenants or staff.
- Meet reasonable housekeeping standards and have no housekeeping lease violations. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

- Have not otherwise violated the lease.

# XI. PET POLICY

## EXCLUSIONS

This policy does not apply to animals that are approved as a reasonable accommodation to assist persons with disabilities, such as service animals or emotional support animals (“Assistance Animals”). Assistance Animals generally are not subject to MCHA’s pet rules, except for certain behavioral and administrative rules. Assistance Animals, and those whom they assist, are subject to MCHA’s regular occupancy standards.

## PETS IN HOUSING MANAGED BY MCHA

The McKean County Housing Authority allows for pet ownership in its developments with the **written pre-approval** of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the McKean County Housing Authority harmless from any claims caused by an action or inaction of the pet.

## APPROVAL

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

Registration must show type of pet, recent picture, name, age, license number and current inoculation information, name and address of pet’s veterinarian, and emergency contact information. The registration must be renewed annually and will be coordinated with the annual recertification date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

## REFUSAL TO REGISTER PETS

The Housing Authority will refuse to register a pet if:

- The pet is not a *common household pet* as defined below
- Keeping the pet would violate any pet restrictions listed in the policy
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually
- The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order
- The Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with provisions of the lease.
- If a Resident is on minimum rent, or minimum rent exemption, they will be denied registration admission.
- If a Resident is in arrearage on rent or other charges, resident will be denied registration admission.

If the Housing Authority refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the Grievance Policies.

## PET AGREEMENT



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

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

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the pet policy may result in the withdrawal of Housing Authority approval of the pet or termination of the tenancy.

## **TYPES AND NUMBER OF PETS**

The McKean County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, or fish in aquariums or a turtle will be allowed in units. Common household pets do not generally include reptiles (except turtles); any reptiles need prior approval from the Housing Authority. There will be no snakes allowed. Because of the smell, ferrets will not be allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Dogs must be no less than six (6) months old, spayed or neutered and completely housebroken.

Cats must be no less than six (6) months old, spayed or neutered, front claws removed and must be litter box trained.

No animal may exceed twenty-five (25) pounds in weight or 1 foot in height projected to full adult size.

Only one pet per unit will be allowed except with the following exceptions, two birds, or two mice, or two gerbils/hamsters/guinea pigs of the same sex and any number of fish in a tank not to exceed a 20-gallon tank.

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

## **INNOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the McKean County Housing Authority to attest to the inoculations.

## **PET DEPOSIT**

### ***Dog/Cat***

A pet deposit of **\$95.00** is required at the time of registering a cat or dog. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of **\$5.00** will be charged for *cats and dogs*.

*A one-time \$50.00, non-refundable administrative fee will be required for a cat or dog.*

### ***All other animals***

A \$50.00 pet deposit for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of \$5.00 for fish tanks.

A one-time \$25.00, non-refundable administrative fee for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums.

## **FINANCIAL OBLIGATIONS OF RESIDENTS**

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

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

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

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

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

## **DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times, when outside the unit (no outdoor cages may be constructed or pet doors installed). Pets will be allowed only in designated areas on the grounds of the property if the McKean County Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of Service/Companion Animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites, for any extended period of time.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

## **MISCELLANEOUS RULES**

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

**Pet bedding shall not be washed in any common laundry facilities.**

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Any pet owner that owns a bird must keep the bird caged at all times. No bird will be allowed to fly around the leased property.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner. Litter shall

not be disposed of by being flushed down a toilet or be placed in trash chutes. If a tenant does throw the waste in the trash chute, there will be a \$50.00 charge for maintenance to clean it up.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's Grievance Polycys shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

## **VISITING PETS**

Pets that meet the size and type criteria outlined above may visit the neighborhood/buildings where pets are allowed for up to two weeks with McKean County Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

## **REMOVAL OF PETS**

The McKean County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a dwelling unit if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the neighborhood or of other persons in the community where the unit is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the McKean County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

## **XII. COMMUNITY SERVICE REQUIREMENT**

### **Overview of the Community Service & Self-Sufficiency Requirement**

The Community Service and Self-Sufficiency Requirement is mandated by Congress as a part of the Public Housing Reform Act of 1998. This law requires that low-income families in public housing contribute or participate for eight (8) hours a month in a community service or a self-sufficiency activity or combination of both, as a condition of receipt of Federal housing assistance. Under this provision of law, noncompliance with the community service and self-sufficiency requirement is a violation, and is grounds for non-renewal of the lease at the annual recertification.

## Definitions

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

**Service Requirements:** The obligation of each adult resident (18-61), other than an exempt individual, to perform community service or participate in an economic self-sufficiency program required in accordance with Sec. 960.603.

**Service Requirement.** Except for any family member who is an exempt individual, each adult resident of public housing must:

Contribute 8 hours per month of community service; or Participate in an economic self-sufficiency program for 9 hours per month; or Perform 8 hours per month of combined activities as described in paragraphs (a)(i) and (a)(ii) of this section. (Residents have to do the 8 hours each month, rather than just 96 hours by the end of the year.)

### MCHA Annual Review Process

Information regarding the CSR will be included in the letter sent to residents from MCHA Property Management regarding their annual review. The clock for required self-sufficiency or community service hours will begin at the time the annual recertification takes effect. Prior to annual review meetings, MCHA will verify and notify residents who meet at least one of the following exemptions:

- 62 years or older
- Blind or Disabled (if known to MCHA)
- Employed (employer verification on number of hours per month is already part of the existing employment verification form)
- Parent or legal guardian of a child under 13 in the home
- Member of a Family Household with someone who is in compliance with the state welfare program/Temporary Assistance for Needy Families (TANF)

If a resident wants to apply for another exception, s/he must follow the exemption process below. If the resident is not exempt, then s/he is required to start participation in a self-sufficiency activity or performing community service when the recertification takes effect. Residents will be provided with a list of exceptions with verification resources for each. Each resident file will include verification of the resident's exempt or non-exempt status and a tracking log for self-sufficiency or community service activities. Upon determination by the Authority that a family has non-exempt, non-compliant members, the Authority will notify the head of household and non-compliant resident(s) as soon as possible of the non-compliance and of their right to enter into a written agreement to cure the non-compliance and to request a grievance hearing. For each household, the CSR will be reviewed at each annual review.

## New Residents

New resident orientation will include the CSR. New residents will be identified as exempt or non-exempt immediately upon residency, with the same 30 day window to apply for another exemption before community service is to commence. The CSR will begin 30 days after the lease is signed if no exemption is granted. Community Service will provide Admissions with CSR training and Orientation Packets.

## **The Process for Obtaining an Exemption**

Prior to each annual review, residents will be informed if they are automatically exempt from the BSR (see Annual Review Process above). At the annual review, residents can apply for another exemption through self-certification or Third-Party Verification. Residents may self-certify that:

S/he is Blind or Disabled and unable to comply with the service provisions.

S/he is a victim of domestic violence, and program participation would put her/him at risk.

S/he graduated from an education or training program within the past six months and is currently job searching (exemption for up to 6 months from graduation).

S/he is 55 or older and unable to comply with the service provisions.

## **Residents may also obtain an exemption form for Third-Party Verification for one of the following exemptions:**

Work Exempt via a state welfare/TANF/Social Security Administration (SSA) program with Third-Party Verification from the agency.

Primary caretaker of someone disabled or elderly, with Third-Party Verification by an established agency providing oversight, or by the doctor of the elderly/disabled person.

Providing Child Care for someone doing CSR with Third-Party Verification by an established agency providing oversight.

Pregnant with Third-Party Verification from a Doctor/Medical Provider.

Person with pending SSI or unemployment applications with Third-Party Verification (this exemption can be used only once).

Person with DSHS/SSA disputes with Third-Party Verification (this exemption can be used only once.)

Sick or suffering from a temporary disability expected to last 60 days or more with Third-Party Verification from a Doctor/Medical Provider.

Parent/legal guardian home schooling a child under the age of 18 with Third-Party Verification from Public Schools.

Active Duty Reservists/Military personnel with official Third-Party Verification.

The exemption request form must be returned to Property Management within 30 days of the annual review. When an exemption is granted, it will be in effect until the next annual review, except for the allowance for a six month job search after graduation. Exemptions required after the BSR has been implemented can be granted with approval from the resident's Senior Property Manager, and will be in effect until the next annual review.

## **Self-Sufficiency Options**

Residents who are not exempt may fulfill this requirement by participating in the following activities for a minimum of eight (8) hours a month. Residents will need to provide proof of enrollment, and a staff person with the program, school or college will need to verify hours every month, just as required for community service activities. Economic Self-Sufficiency Programs – Enrollment in any employment program.

Vocational Education Programs/Job Skills Training

On-the-Job Training, Apprenticeships or Internships

High School/GED Programs

Higher Education (college or university)

## **Community Service**

Non-exempt residents are required to find their own opportunities to perform community service. To verify community service activities, residents can utilize the log, and/or other documentation that provides the same information as the logs. Service verification documents may be sent or taken to the resident's property management offices at any time, but must be provided to property management by their next annual review. It is recommended that residents keep a copy of their service verification forms since the resident is responsible for ensuring that property management receives the forms by their annual review. Residents may make up any missed CS hours during any subsequent month with authorization from their Senior Property Manager.

## **Resident-Generated Community Service**

At the resident orientation or annual review, residents will also receive a MCHA policy regarding on-site services in MCHA communities, which will include a list of acceptable and not acceptable CSR activities. Residents who want credit for community service hours in a MCHA community must get authorization from the Senior Property Manager prior to performance. Senior Property Managers may delegate this authority to Property Managers. Senior Property Managers may allow Third-Party Verification by property management staff for meeting attendance or participation in a community activity.

All meetings and activities verified as performance of the CSR by a property management staff must have a minimum of three attendees, and meet one or more of the following criteria:

Promote social connections;  
Increase community safety, and/or  
Increase the quality of life for residents.

Under no circumstances shall MCHA serve as Third-Party Verification if a resident performs CSR inside a resident's unit, or with vulnerable populations (such as the elderly, disabled or children).

This policy requires that residents applying for the following exemptions must do so only under the oversight of another agency:

Primary caretaker of someone disabled or elderly.  
Providing Child Care for someone doing CSR.

## **MCHA Volunteers**

At the resident orientation or annual review, residents will receive a MCHA policy regarding service as a MCHA volunteer. Senior Property Managers may organize and authorize CSR activities, such as community clean-ups, but only with prior approval. Factors to be addressed for MCHA volunteers include, but are not limited to, the need for a job description, volunteer orientation, training, safety equipment, and supervision.

## Self-Certifying Sheet

This a notice regarding the Federal housing law effective July 31, 2003 requiring all adult residents 18 years or older, living in Public Housing developments to perform 8 hours of community service each month, or participate in an economic self-sufficiency program for 8 hours each month, unless they are exempt from the requirements.

### Exempt areas:

- 62 years age or older
- Disabled person that signed the exempt form stating why you cannot participate in community service.
- Working at least 20 hours per week
- I am a primary caretaker of person with disability
- I am participating in a welfare to work program
- I meet the requirements for being exempt from having to engage in a work activity under TANF or any other state welfare program
- I am a member of a family receiving assistance, benefits or services under TANF or any other state welfare program and have not been found to be in noncompliance with such program

I (We) certify that the I am aware that I do not fall into any of exempt categories listed above therefore, it is my responsibility to find a non-profit agency that I/we can do the community service hours . I/we have a total of 96 hours (per person) that are required per year. I will keep a record of what agency or person I worked for monthly or weekly. I am required to do 8 hours a month but I can do as many as necessary to complete the 96 hours. This form must be produced if requested by the Manager as proof of work completed.

I/we are self-certifying that I/we will do the required community service hours.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Site Manager

## **XIII. TERMINATION OF LEASE**

### **OVERVIEW**

MCHA requires all resident households to abide by their tenant obligations and lease agreements in order to remain in good standing for public housing.

### **TERMINATION OF TENANCY – BY RESIDENT**

MCHA allows households to terminate tenancy after the initial term of the lease with a 30-day written notice. Residents must submit a Notice of Intent to Vacate form to the Office.

### **TERMINATION OF TENANCY – BY MCHA**

MCHA may terminate the lease in accordance with the provisions of the lease and HUD requirements. The following four reasons constitute MCHA grounds for termination of tenancy (see sections below for further detail):

- Serious or repeated violation of the lease
- Criminal activity or drug or alcohol abuse
- Violations of Federal, State or local law that directly relate to occupancy or use of the unit or premises
- Other good cause (stipulated on the Lease Contract).

### **MCHA NOTIFICATION REQUIREMENTS**

MCHA shall give the household written notice of the intent to terminate the tenancy (in the time frame designated in the Lease) and the reasons for the termination. Along with the notice of intent to terminate tenancy, MCHA also will provide a *Notice of Right to Reasonable Accommodation/Modification*. The tenancy does not terminate until notice is given. MCHA will provide a written termination notice to a household, which includes the following information:

- The grounds for which MCHA is terminating the lease because of family action or failure to act
- The effective date of the termination
- Right to request a grievance

### **GROUND FOR TERMINATION - DISABILITY**

If termination is based upon behavior or action resulting from a disability, MCHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability. An example of such a case would be where the use of a cane by a blind resident results in unusual banging noise, which results in complaint from residents in adjacent units. In such a case, installing a carpet on the floor may reduce the banging noise and serve as the appropriate accommodation.

### **GROUND FOR MANDATORY TERMINATION OF LEASE**

MCHA must immediately terminate tenancy if MCHA determines that any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.



## GROUND'S FOR TERMINATION OF LEASE

MCHA may terminate the lease for any of the following reasons and are included but not limited to:

- If any household member violates any tenant obligation as listed in Tenant Obligations of the Lease Agreement.
- If the Resident, any household member, Guest or another person under the Resident's control has violated the tenant obligation not to engage in any drug-related criminal activity.
- If the Resident, any household member, Guest or another person under the Resident's control has violated the tenant obligation not to engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of MCHA property by other tenants or employees or persons residing in the immediate vicinity.
- If the Resident, any household member, Guest or another person under the Resident's control has any pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the unit or premises by other tenants.
- If the Resident, any household member, Guest or another person under the Resident's control commits any of the following crimes on the premises: utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification; or shoot, fire, explode, throw or otherwise discharge a potentially deadly weapon; or inflict any injury upon another person through the intentional, reckless or negligent use of a deadly weapon without legal justification; or damage any MCHA property through the reckless, careless or negligent use of a deadly weapon.
- If any member of the household has been evicted from federally assisted housing in the last three years.
- If any MCHA has ever terminated assistance or lease under the program for any member of the household.
- If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- If the household currently owes rent or other amounts to MCHA or to another MCHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the household breaches an agreement with MCHA to pay amounts owed to MCHA. MCHA at its discretion may offer the household the opportunity to enter into a repayment agreement.
- If the household has engaged in or threatened abusive or violent behavior toward MCHA personnel. "Abusive or violent behavior towards MCHA 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 intent to abuse or commit violence.
- Actual physical abuse or violence will always be cause for termination.
- If any member of the household engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents.

## STANDARDS FOR VIOLATION

MCHA terminate the lease for residents in cases where MCHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where MCHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

MCHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one MCHA documented incident during the previous six (6) months.

“Engaged in or engaging in” violent criminal activity means any act within the past three years by a resident or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the conviction of the applicant, or household member. The existence of the previously referenced behavior by any household member, regardless of the resident’s or Head of Household’s knowledge of the behavior, shall be grounds for termination of lease.

In evaluating evidence of negative past behavior, MCHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

## **TERMINATION: DRUG-RELATED OR VIOLENT CRIMINAL ACTIVITY**

Under the tenant obligations listed on the Lease Contract, the members of a household or a Guest, or another person under the Tenant’s control, must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. MCHA has established the following standards for termination of lease for the household when a household member has violated the tenant obligation to refrain from participating in drug-related or violent criminal activity.

The Lease will be terminated:

- For residents who have been convicted or evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance.
- Evidence there has been criminal activity on the premises confirmed by police reports or eye-witnesses.
- If any member of the household violates the tenant obligations by engaging in drug-related or violent criminal activity.

In appropriate cases, MCHA may permit the household to continue with the lease provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, MCHA may consider individual circumstances with the advice of Juvenile Court officials.

## **TERMINATION: ALCOHOL ABUSE BY HOUSEHOLD MEMBERS**

Under the tenant obligations listed on the Lease Contract, the members of a household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Lease will be terminated due to violation of a tenant obligation if MCHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Lease will be terminated if a household member is convicted/incarcerated for any alcohol-related criminal activity on or near the premises within any 6-month period. In appropriate cases, MCHA may permit the household to continue with the lease provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, MCHA may consider individual circumstances with the advice of Juvenile Court officials.

## **MISSED APPOINTMENTS AND DEADLINES**

It is a tenant obligation to supply information, documentation, and certification as needed for MCHA to fulfill its responsibilities. MCHA schedules appointments and sets deadlines in order to obtain required information. The tenant obligations also require that the household allow MCHA to inspect the unit. Appointments are made for

this purpose. A resident who fails to keep an appointment, or to supply information required by a deadline without notifying MCHA, may be sent a Notice of Termination of Lease for failure to provide required information, or for failure to allow the MCHA to inspect the unit.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Verification Procedures
- Housing Quality Standards and Inspections
- Recertification
- Appeals

The household will be given two opportunities before being issued a notice of termination for breach of a tenant obligation. After issuance of the termination notice, if the household offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the household offers to cure and the household does not have a history of non-compliance. Termination is subject to a request for reasonable accommodations.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to:

- Medical emergency
- Incarceration
- Family emergency

## **REQUIRED EVIDENCE FOR LEASE TERMINATION**

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. MCHA will pursue fact-finding efforts as needed to obtain credible evidence.

## XIV. PROGRAM INTEGRITY

### OVERVIEW

MCHA is committed to ensuring housing resources are made available only to income and program eligible applicants and residents so that program integrity can be maintained. Further, MCHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter outlines MCHA's policies for the prevention, detection, and investigation of program abuse and fraud.

### CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will MCHA undertake an inquiry or an audit of a participating resident arbitrarily. MCHA's expectation is that residents will comply with HUD requirements, provisions of the lease, and other program rules. MCHA staff will make every effort (formally and informally) to orient and educate all residents in order to avoid unintentional violations. However, MCHA has a responsibility to HUD and the community to monitor residents for compliance and to investigate claims of possible abuse.

- **Referrals, Complaints, or Tips.** MCHA will follow up on referrals complaints and/or allegations of violations received from Office of the Chief of Police, Asset Managers, walk-ins, mail and by telephone. Such follow-ups 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 resident's file.
- **Internal File Review.** A follow-up will be made if MCHA staff discovers (as a function of a certification or recertification, an interim recertification, or a quality control review) information or facts that conflict with previous file data, MCHA's knowledge of the resident, or statements made by the resident.
- **Verification of Documentation.** MCHA will follow-up on independent verification or documentation that conflicts with representations in the resident's file (such as public record information or reports from credit bureaus or other agencies).

### STEPS MCHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

MCHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and residents. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by residents.

- **Things You Should Know (HUD-1140-OIG).** This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants and residents to promote understanding of program rules and to clarify the MCHA's expectations for cooperation and compliance.
- **Program Orientation Session.** MCHA staff will conduct mandatory sessions for all prospective residents during the lease initiation.
- **Resident Counseling.** MCHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- **Review and Explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- **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.

## **MCHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

MCHA staff will encourage all residents to report suspected abuse to the staff. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.

## **PLACEMENT OF MATERIALS OBTAINED BY MCHA**

Documents and other evidence obtained by MCHA during the course of an investigation will be considered "work product" and will be kept in the resident's file. Such cases under review will be discussed only among MCHA staff that are involved in the process or have information that may assist in the investigation.

## **XV. APPENDIX**

### **McKean County Housing Authority Public Housing Administrative Review Policy ("Grievance Policy")**

#### **Public Housing Grievance Procedure**

The McKean County Housing Authority ("MCHA") has put a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any MCHA action or failure to act involving the lease or MCHA policies which adversely affect their rights, duties, welfare, or status.

The grievance procedure will be available for review at the MCHA office and will be incorporated by reference in the Public Housing tenant lease.

#### **1. STATEMENT OF PURPOSE AND SCOPE**

This Policy applies to MCHA's public housing program. It sets forth the requirements, standards and criteria for a grievance procedure to assure that an MCHA public housing tenant is afforded due process if the tenant disputes within the requirements of this policy any MCHA action or failure to act involving the tenant's lease with the MCHA or MCHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

#### **APPLICABILITY**

Potential grievances will address most aspects of MCHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to MCHA. It is not applicable to disputes between tenants not involving the MCHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of MCHA.

MCHA may evict a tenant through the state/local judicial eviction procedures without providing the opportunity for a hearing under this grievance procedure in certain circumstances described below:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the McKean County Housing Authority
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member

#### **2. DEFINITIONS**

There are several terms used in this grievance policy, which take on specific meanings:

- **Grievance** – any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

- **Complainant** – any tenant whose grievance is presented to the Housing Authority or at the project management office.
- **Elements of Due Process** – an eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required;
  - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - Right of the tenant to be represented by counsel;
  - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  - A written decision on the merits.
- **Hearing Officer/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
  - Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit,
  - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

### 3. SELECTION OF HEARING OFFICER

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

### 4. PROCEDURES

MCHA's grievance procedure, which is described in more detail below, will generally include (a) written notice of adverse decision, (b) informal settlement meeting with property manager and written summary of the informal settlement conference, and (c) grievance hearing before grievance officer and written grievance decision:

- a. MCHA will send, by regular mail to the tenant's last known address, written notice of MCHA's decision to take an adverse action(s) involving the tenant. The notice will include information regarding the tenant's grievance rights and right to request an informal settlement meeting. The decision will include a form for requesting an informal settlement meeting.
  - i. A tenant will have ten (10) business days from the date of receipt of the written notice to file a grievance complaint. The tenant will be presumed to have received the written decision three (3) business days after mailing, unless the notice was returned to MCHA.
  - ii. If the tenant files a timely request, then MCHA promptly will schedule an informal settlement meeting with the Property Manager as set forth herein. If the tenant does not file a timely request, then MCHA's decision on the adverse action(s) shall stand.
  - iii. If the tenant files a timely request, but does attend a scheduled informal settlement meeting without a showing of good cause, MCHA will send him/her notice that, if the tenant does

not contact MCHA within three (3) business days of receipt of the notice, then her grievance will be deemed abandoned and MCHA's decision on the adverse action(s) shall stand.

- b. An initial informal settlement meeting with the Property Manager.
  - i. The informal settlement meeting should take place within seven (7) business days of the date that the tenant's request is received by MCHA, unless there are unusual circumstances.
  - ii. The informal settlement meeting typically should take place in the office of the Property Manager. Reasonable accommodations will be provided to tenant's with disabilities.
  - iii. After the informal settlement meeting, MCHA should prepare a written summary of discussion within ten (10) business days.
  - iv. A copy of the written summary will be given to the tenant, and one will be provided to the tenant's property manager and retained in the MCHA's tenant file.
  - v. The written summary will specify the names of the participants, date(s) of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and specify the procedures by which a hearing may be obtained if the complainant is not satisfied.
  - vi. After receiving the written summary, the tenant may submit a written request for a hearing to MCHA within ten (10) business days after receipt of the summary of discussion. The tenant will be presumed to have received the written summary three (3) business days after mailing, unless the summary was returned to MCHA.
    - i. A request for grievance hearing must be in writing and specify:
      - 1. The reason for the grievance; and
      - 2. The action or relief sought.
- c. If the complainant does not request a grievance hearing in writing, then the MCHA's prior decision will become final.
- d. If a tenant does request a grievance hearing in writing, then the following procedure will be followed:
  - i. Before the hearing.
    - 1. MCHA will send the tenant notice of the tenant's right to review all documentation upon which MCHA relied in making the adverse decision, and will include the circumstances under which the tenant can exercise that right, if desired.
    - 2. MCHA will collect an appropriate escrow payment if the matter involves the nonpayment of rent.

NOTE: MCHA may waive the escrow requirement for hardship.
    - 3. If the requirements related to the informal hearing and written request were met, discovery was provided, and rent escrows were satisfied, then MCHA will promptly schedule a grievance hearing.

NOTE: A grievance hearing may be expedited under certain circumstances.



4. A scheduling letter will notify the Complainant of the date, time, and place for a hearing and advise the tenant that:
  - a. Complainant has the right to an attorney or representative.
  - b. Complainant has the right to a private hearing.
  - c. Complainant has the right to present evidence and argument, controvert evidence, and cross-examine all witnesses on whom MCHA or the property manager rely.
  - d. The grievance hearing shall be conducted informally.
  - e. Complainant must make a showing that he or she is entitled to relief.
  - f. Complainant should request, within seven (7) days of the scheduled hearing, and required reasonable accommodations.
- ii. Hearing Procedures
  1. If tenant fails to appear, the hearing officer may postpone the hearing, decide the grievance upon the evidence submitted, or determine that tenant has waived his/her right to a hearing and find in favor of the other party (MCHA).
  2. If both parties appear, the Hearing Officer will conduct the informal grievance hearing, providing appropriate due process rights to the Complainant.
- iii. After the hearing.
  1. The Hearing Officer will issue a decision based solely and exclusively on the evidence presented at the hearing. The Hearing Officer will not consider evidence outside of the hearing room or provided after the hearing.
  2. A written decision will state the decision and the reasons for the decision. The decision also will state that the Complainant did not waive his/her right to a trial *de novo* or judicial review by participating in the grievance process, and identify the venue in which the Complainant would seek judicial review.
  3. MCHA will keep a log of its grievance decisions, which shall be available to the public upon request.
- iv. The Hearing Officer's decision is binding on MCHA unless the MCHA Board of Directors determines, and notifies the complainant of its determination, that: 1) the grievance does not concern an MCHA action or failure to act in accordance with or involving the complainant's lease or MCHA regulations, which adversely affect the complainant's rights, duties, welfare or status; or 2) 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 MCHA.
- v. The tenant may be able to seek court review of the Hearing Officer's decision. Certain filing deadlines must be met. Tenants may be able to get assistance with the court process from Northwestern Legal Services at (800) 753-5704 or [www.nwls.org](http://www.nwls.org).

## 5. REASONABLE ACCOMMODATIONS

MCHA will make reasonable accommodations in its administrative process for tenants with disabilities upon request.

*From March 1, 2014 through March 31, 2014, MCHA gave its tenants and resident organizations a 30 day notice of the proposed changes to the grievance procedure, and provided an opportunity to submit written comments. This grievance procedure was adopted on January 23, 2014.*

# Violence Against Women Act Policy

## VAWA

### **I. Purpose and Applicability**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (“VAWA”), the Department of Housing and Urban Development (“HUD”) 2010 Amendments, and more generally to set forth the policies and procedures of the McKean County Housing Authority (“MCHA”) regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to all MCHA federally subsidized public housing and Section 8 rent assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, sexual assault or stalking as well as female victims of such violence.

### **II. Goals and Objectives**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by the VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by MCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault or stalking;
- D. Creating and maintaining collaborative arrangements between MCHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by MCHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault or stalking, affecting individuals assisted by MCHA.

### **III. Other MCHA Policies and Procedures**

This Policy shall be reference in MCHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of MCHA’s Admissions and Continued Occupancy Terms and Conditions and MCHA’s Section 8 Administrative Plan. MCHA’s annual public housing agency plan shall also contain information concerning MCHA’s activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking.

### **IV. Definitions**

As used in this Policy:

- A. *Actual and imminent threat*- means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

- B. *Affiliated individual*, with respect to an individual, means:
- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
  - (2) Any individual, tenant, or lawful occupant living in the household of that individual.
- C. *Bifurcate*- means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- D. *Dating Violence*- means violence committed by a person:
- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - b. Where the existence of such relationship shall be determined based on a consideration of the following factors:
    - i. The length of the relationship
    - ii. The type of relationship
    - iii. The frequency of interaction between the persons involved in the relationship.
- D. *Domestic Violence*- includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- E. *Immediate Family Member*- means, with respect to a person:
- a. A spouse, parent, brother, sister or child of that person, or an individual to whom that person stands in loco parentis; or
  - b. Any other person living in the household of that person and related to that person by blood or marriage.
- 42 U.S.C. §1437d (u)(3)(D).
- F. *Perpetrator*- means person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.
- G. *Sexual Assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
- H. *Stalking*- means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- a. *Fear for the person's individual safety of others; or*
  - b. *Suffer substantial emotional distress.*

## V. Admission and Screening

- A. *Non-Denial of Assistance.* MCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission.

## **VI. Termination of Tenancy or Assistance**

A. *Notification of occupancy rights under VAWA, and certification form.*

(1) A covered housing provider must provide to each of its applicants and to each of its tenants the notice of occupancy rights and the certification form as described in this section:

(i) A “Notice of Occupancy Rights under the Violence Against Women Act,” as prescribed and in accordance with directions provided by HUD, that explains the VAWA protections under this subpart, including the right to confidentiality, and any limitations on those protections; and

(ii) A certification form, in a form approved by HUD, to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking, and that:

(A) States that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking;

(B) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection under this subpart meets the applicable definition for such incident under §5.2003; and

(C) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.

(2) The notice required by paragraph (a)(1)(i) of this section and certification form required by paragraph (a)(1)(ii) of this section must be provided to an applicant or tenant no later than at each of the following times:

(i) At the time the applicant is denied assistance or admission under a covered housing program;

(ii) At the time the individual is provided assistance or admission under the covered housing program;

(iii) With any notification of eviction or notification of termination of assistance; and

(iv) During the 12-month period following *December 16, 2016*, either during the annual recertification or lease renewal process, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(3) The notice required by paragraph (a)(1)(i) of this section and the certification form required by paragraph (a)(1)(ii) of this section must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the FEDERAL REGISTER on August 16, 2000 (at 65 FR 50121).

(4) For the Housing Choice Voucher program under 24 CFR part 982, the project-based voucher program under 24 CFR part 983, the public housing admission and occupancy requirements under 24 CFR part 960, and renewed funding or leases of the Section 8 project-based program under 24 CFR parts 880, 882, 883, 884, 886, as well as project-based section 8 provided in connection with housing under part 891, the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, sexual assault, or stalking, as provided in this subpart.

- B. *VAWA Protections.* Under the VAWA, public housing residents and person assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the MCHA:
- a. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
  - b. In addition to the foregoing, tenancy or assistance will not be terminated by MCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
    - a. Nothing contained in this paragraph shall limit any otherwise available authority of MCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither MCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking that applied to other tenants.
    - b. Nothing contained in this section shall be construed to limit the authority of MCHA or a Section 8 owner or manager to evict or terminate assistance to any tenant or lawful applicant if the owner, manager or MCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- C. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or federal, state, or local law to the contrary, MCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by MCHA. With respect to the issue of whether two vouchers will be issued when a lease is bifurcated, one voucher will be issued to the victim. The perpetrator will be removed from the original voucher and will not receive a new voucher. Similarly, the perpetrator will be removed from a MCHA public housing lease and will not be provided with alternative MCHA public housing.

## **VII. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

- A. *Requirement of Verification.* The law allows, but does not require, MCHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provide in paragraph VII.C, MCHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by MCHA. Section 8 owners or managers receiving rental assistance administered by MCHA may elect to require verification, or not to require it as permitted under applicable law. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking must be accomplished by completing the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (HUD 5382). The individual's Certification must include the name of the perpetrator, if the name is known and safe to provide.
- B. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by MCHA, or a Section 8 owner or manager to provide verification, just provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protecting under the VAWA and this Policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Executive Director of MCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **VIII. Confidentiality**

- 1. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to MCHA or to a Section 8 owner or manager in connection with a verification required under Section VII of this Policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
  - a. Requested or consented to by the individual in writing;
  - b. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted by VAWA; or
  - c. Otherwise required by applicable law.
- 2. *Notification of rights.* All tenants of public housing and clients participating in the Section 8 rental assistance program administered by MCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

3. *Pennsylvania Address Confidentiality Program.* This program is not affiliated with MCHA. The State of Pennsylvania offers this program to victims of domestic violence, sexual assault or stalking. The Address Confidentiality Program (“ACP”) consists of two parts:
  - a. A Confidential Address. The ACP provides a substitute address for victims who have moved to a new location unknown to their perpetrator.
  - b. A Mail-Forwarding Service. The ACP also provides participants with a free first-class confidential mail forwarding service.

For more information about Pennsylvania’s Address Confidentiality Program, please go to their website at [www.paacp.state.pa.us](http://www.paacp.state.pa.us).

## **IX. Transfer to New Residence**

### **A. Emergency Transfer Plan**

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

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **McKean County Housing Authority Public Housing & Section 8 Housing Choice Voucher programs** are in compliance with VAWA.

### **Eligibility for Emergency Transfers**

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

1. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
2. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

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

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



### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify MCHA's management office and submit a written request for a transfer to **McKean County Housing Authority, Attention 415 W Main Street, Smethport, PA 16749**. MCHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

### **Confidentiality**

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

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

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

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

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

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

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

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

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

**LOCAL AGENCY:**

McKean County Victim Resource Center (YWCA)  
24 W Corydon Street, Bradford, PA 16701 (814) 368-4235

To request an Emergency Transfer you must complete Form HUD-5383 and return to **McKean County Housing Authority**.

- B. *Application for transfer.*** In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault or stalking, MCHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. MCHA is further notifying tenants of the following additional requirements regarding requests for emergency transfers that are the result of domestic violence, dating violence, sexual assault or stalking:
1. Tenant initiated emergency transfer that are the result of domestic violence, dating violence, sexual assault or stalking will only be approved if they are accompanied by documentation acceptable to MCHA substantiating the domestic violence, dating violence, sexual assault or stalking.
  2. Whenever a tenant is granted an emergency transfer that is the result of domestic violence, dating violence, sexual assault or stalking, the perpetrator of such violence or stalking will be automatically barred from the tenant's previous residence, the tenant's new residence, and all of the tenant's subsequent residences pursuant to the MCHA No Trespass/Barring Procedure.
  3. A tenant who is granted an emergency transfer that is the result of domestic violence, dating violence, sexual assault or stalking who subsequently allows a barred perpetrator of such violence or stalking onto the property in violation of the MCHA No Trespass/Barring Procedure will be in violation of his/her lease and subject to possible eviction.
- C. *No right to transfer.*** MCHA will make every effort to accommodate requires for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX.C below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of MCHA, and this Policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Portability.*** Notwithstanding the foregoing, a Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

## **X. Court Orders/Family Break-up**

- A.** *Court orders.* It is MCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by MCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B.** *Family break-up.* Other MCHA policies regarding family break-ups are contained in MCHA's Public Housing Admissions and Continued Occupancy Policy and its Section 8 Administrative Plan.

## **XI. Relationships with Service Providers**

It is the policy of MCHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence, dating violence, sexual assault or stalking. If MCHA staff becomes aware that an individual assisted by MCHA is a victim of domestic violence, dating violence, sexual assault or stalking, MCHA will endeavor to refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring MCHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence, dating violence, or stalking or to make a referral in any particular case.

## **XII. Notification**

MCHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under the VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

## **XIII. Relationship with Other Applicable Laws**

Neither the VAWA nor this Policy implementing it shall preempt or supersede any provision of federal, state or local law that provides greater protection than provided under the VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

## **XIV. Amendment**

This policy may be amended from time to time by MCHA, at its sole discretion, without prior notice.

**McKean County Housing Authority  
Limited English Proficiency**

**I. PLAN STATEMENT**

The McKean County Housing Authority (MCHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines the PHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing, Section 8/ Housing Choice Vouchers, homeownership and other PHA programs.

**II. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS**

Meaningful access is free language assistance in accordance with federal guidelines. The PHA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the PHA.
2. The frequency with which with LEP persons using a particular language come into contact with the PHA.
3. The nature and importance of the PHA program, activity or service to the person's life.
4. The PHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

**III. LANGUAGE ASSISTANCE**

1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to PHA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The PHA will determine when interpretation and/or translation are needed and are reasonable.
3. PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the PHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the PHA will make reasonable efforts to provide free language assistance. If reasonably possible the PHA will provide the language assistance in the LEP client's preferred language.

The PHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The PHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

**IV. Translation of Documents**

- a. The PHA will weigh the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group and other relevant factors. The PHA will undertake this

examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in the PHA's public housing) or 1,000 persons, whichever is less.

- b. If the PHA determines that translation is necessary and appropriate, the PHA will translate the public housing lease and selected mailings and documents of vital importance into that language.
- c. As opportunities arise, the PHA may work with other housing authorities to share the costs of translating common documents, which may include language groups which do not (yet) reach the threshold level in the PHA's client population.
- d. HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.
- e. The PHA will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

## **V. Audiovisual Materials**

- a. The PHA will use reasonable efforts to produce or obtain multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups. For example, the training video on housekeeping produced by PHA staff has four language options.
- b. The PHA will make such materials available for purchase by housing agencies and other organizations, to assist them in their LEP efforts.

### **1. Formal Interpreters**

- a. When necessary to provide meaningful access for LEP clients, the PHA will provide qualified interpreters, including PHA bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
- b. The PHA may require a formal interpreter to certify to the following:
  - i. The interpreter understood the matter communicated and rendered a competent interpretation.
  - ii. The interpreter will not disclose non-public data without written authorization from the client.
- c. Formal interpreters shall be used at the following:
  - i. Formal hearing for denial of admission to public housing;
  - ii. Informal settlement conferences and formal hearing for termination of public housing;
  - iii. Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.

- d. A PHA staff interpreter may not be a subordinate to the person making the decision.

## 2. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. PHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the PHA. If possible, the PHA should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.
- c. If an LEP client prefers an informal interpreter, after the PHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.
- d. If an LEP client wants to use their own informal interpreter, the PHA reserves the right to also have a formal interpreter present.

## 3. Outside Resources

- a. Outside resources may include community volunteers, PHA residents or Housing Choice Voucher/Section 8 participants.
- b. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

## VI. MONITORING

- 1. The PHA will review and revise this LEP Plan from time to time. The review will include:
- 2. Reports from the PHA's computer business systems on the number of PHA clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
- 3. Reports from the computer business systems and other sources listing the languages used by LEP clients.
- 4. A determination as to whether 5 percent or 1,000 persons from a PHA client group speak a specific language, which triggers consideration of document translation needs as described above.
- 5. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.
- 6. The Resident Advisory Board (RAB) will be asked to review the LEP Plan annually as part of updating the Agency Plan.

## VII. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, [www.mckeancountyhousing.com](http://www.mckeancountyhousing.com)
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

## **McKEAN COUNTY HOUSING AUTHORITY CONFIDENTIALITY POLICY**

MCHA is the recipient of personal information from residents, applicants, landlords and those interested in our housing programs.

Much of this information comes to the Authorities in the form of applications, letters, telephone messages and various verifications from third party sources.

This information is confidential and should not be mistakenly made available to outside parties.

If the Authorities' at fault for outside parties becoming aware of personal information of any of our clients, it would put the Authorities in a liability position.

In order to secure the confidentiality of those individuals doing business with the Authorities', all staff and representatives will be required to:

1. **NOT** discuss Authority client information with **anyone** outside the office.
2. **NOT** discuss any client in the presence of non-staff in the office.
3. **NOT** have client information in full view of others in the office.
4. **NOT** discuss any client on the telephone in the presence of other clients.
5. **NOT** keep client applications or files on counters openly available for others to see.
6. **NOT** openly discuss any client, or their information, when others could be in the office.
7. **NOT** to discuss the personal matters of any resident with other residents.

If any staff person has a question about a confidentiality issue, they must discuss the matter with the Executive Director for guidance. Contact with the Authority's Solicitor may be necessary to legally review the situation.



# **MCKEAN COUNTY HOUSING AUTHORITY**

## **REASONABLE ACCOMMODATIONS/MODIFICATIONS POLICY**

It is the policy and intention of the McKean County Housing Authority (“MCHA”) to not discriminate against individuals with disabilities with regard to the development or operation of MCHA’s housing, housing services, and housing programs. MCHA is committed to complying with the federal Fair Housing Act (“FHA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), Title II of the American with Disabilities Act (“ADA”), and other federal, state, and local disabilities laws and regulations, as those laws and regulations are amended. MCHA will provide for accessibility throughout all of its services and programs.

MCHA recognizes that some elderly, near-elderly, and qualified individuals with disabilities need, and are entitled to, reasonable changes or waivers to MCHA’s usual rules and policies in order to fully enjoy and participate in MCHA’s housing, housing services, and programs (“Reasonable Accommodations” or “RAs”). Both public housing and Section 8 applicants and clients may be eligible for RAs from MCHA.

MCHA also recognizes that some qualified individuals with disabilities need, and are entitled to, reasonable modifications to their housing units or to MCHA’s common areas (“Reasonable Modifications” or “RMs”) in order to fully enjoy and participate in MCHA’s housing, housing services, and programs. As required by federal law, within its inventory MCHA will strive to maintain at least 5% accessible housing units for the mobility impaired, 2% for the vision/hearing impaired, and at least 2% accessible parking spaces. Individuals receiving RAs/RMs will be required to comply with all terms of the lease, family obligations, program rules and the law, with a reasonable accommodation if necessary. Since Section 8 applicants and clients do not reside in MCHA units, they are not eligible for RMs from MCHA.

MCHA will foster a corporate culture of acceptance of reasonable accommodations and reasonable modifications. MCHA will consider reasonable accommodations/reasonable modifications on an individualized, case-by-case basis. MCHA will engage in the interactive process to ensure that reasonable accommodation/reasonable modification requests are handled fairly and thoroughly. MCHA will effectively communicate with individuals with disabilities and will provide reasonable accommodations as necessary to do so, such as providing information to them in alternative formats, providing auxiliary aids, communicating with their designated representatives, and using language interpreters. MCHA will make reasonable efforts to communicate with disabled persons whose primary language is not English (“LEP”).

MCHA will consider an individual to have a “disability” when s(h)e: 1) has a physical, mental, emotional, developmental, or cognitive impairment that substantially interferes with one or more major life activities; 2) has a record of such an impairment, or 3) has been regarded by MCHA as having such an impairment. MCHA also will consider individuals receiving disability-related financial assistance from the federal Social Security Administration (such as SSI or SSDI) as having a “disability.”

Individuals seeking RAs/RMs will be required to verify, through a knowledgeable, licensed third-party professional, that they have a disability and that there is a medical need for their requested accommodation in order for them to fully enjoy MCHA’s housing, services and/or programs. Such verifications will be required at each family re-examination. The only exceptions to the verification requirement are for disabilities or accommodations that are obvious or known to MCHA.

MCHA considers the following disabilities to be “obvious:”

- Individuals who previously were declared by a knowledgeable, licensed professional to be “legally blind” or effectively such.

- Individuals who previously were declared by a knowledgeable licensed professional to be “legally deaf” or effectively such.
- Persons with extreme limitations on their mobility, such as those who permanently are unable to stand, walk or move without assistance; amputees of a major limb or body part; persons with substantial paralysis, dystrophy of limbs, or other disorders that result in extreme physical or mobility limitations that are immediately apparent to another person.
- Autism, Down’s Syndrome, and other mental or developmental disabilities that have physical or mental manifestations immediately apparent to a MCHA staff person.
- Individuals with Alzheimer’s or dementia that have physical or mental manifestations immediately apparent to a MCHA staff person.

MCHA will document the RA/RM process, and will maintain confidentiality with regard to all medical and other personal information received during the RA/RM process. Under certain circumstances, MCHA’s approval will be conditioned upon the head of household and family member with the disability (if an adult) signing an appropriate agreement and lease addendum. Additionally, accommodations for persons requesting that MCHA not exercise its right to terminate assistance or initiate eviction proceedings also will be conditioned upon the person signing and complying with a remedial plan. In the event of a breach of an agreement or remedial plan, MCHA will have the right to withdraw approval of the RA/RM and proceed accordingly. In certain circumstances, a breach of an agreement/remedial plan may result in a serious breach of the lease and/or program rules, and may permit the termination of housing assistance or eviction.

MCHA will pay the full cost of the implementation, acquisition, installation, and on-going maintenance of reasonable accommodations and modifications. MCHA will not provide RAs/RMs that place an undue financial and administrative burden on MCHA, fundamentally alter the nature of MCHA programs, or otherwise are not infeasible or are unreasonable. When MCHA denies a RA or RM, the requestor has the right to request administrative review of MCHA’s decision in accordance with MCHA’s administrative review policy.

# **MCKEAN COUNTY HOUSING AUTHORITY**

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## **REASONABLE ACCOMMODATION/MODIFICATION TRANSFER POLICY**

It is the policy and intention of the McKean County Housing Authority (“MCHA”) to provide a public housing unit-to-unit transfer as a reasonable accommodation for an MCHA client with a disability (“Family Member With a Disability”) who has a medical need for a unit or parking space with accessible or other attributes in order to fully enjoy MCHA’s housing, services or programs (“RA/RM Transfer”).

MCHA will first try to accommodate a Family Member With a Disability within their existing development. However, in some cases, it will be necessary for MCHA to transfer a Family Member With a Disability to another public housing development with a unit that meets their needs. In other cases, when MCHA does not have a suitable unit within its inventory to offer, or the delay in being able to offer said unit would be significant, it may be appropriate for MCHA to issue the Family Member With a Disability a Section 8 voucher, to the extent that they qualify for the Section 8 program, so that they can find suitable housing on the private market.

This policy provides an exception to MCHA’s regular rule that limits the ability of a public housing resident to transfer to a different public housing unit until after the tenant has been living in the unit for one year. MCHA will permit a RA/RM Transfer before the one-year period has expired as a reasonable accommodation for a tenant with a disability who has 3<sup>rd</sup> party verification that they need this transfer because of their disability-related housing needs. Generally, MCHA will give tenants with the disabilities priority for transfers over tenants without disabilities seeking transfers, except for tenants without disabilities needing emergency transfers.

MCHA will provide two categories of RA/RM Transfers: 1) emergency transfers (when the 3<sup>rd</sup> party verifier indicates that the person with the disability has an emergency situation) and other emergency situations, such as VAWA requests, and 2) priority administrative transfers (all other RA/RM Transfers). MCHA also provides administrative transfers for other types of transfers, not based on disability-related needs.

Consistent with their placement on the waiting list, the family with the Family Member With a Disability will be offered the next available unit that meets their needs and family composition. In some cases, it may be necessary to *temporarily over-house or under-house* a family with disabilities until an appropriate unit becomes available. In this case, MCHA will ensure that the family is aware that the accommodation is temporary, and they will sign an agreement to move quickly when an appropriately sized unit becomes available.

A Head of Household has the right to dispute MCHA’s actions with regard to their request, the withdrawal of approval for RA/RM Transfer, or other RA/RM Transfer-related action in accordance with MCHA’s administrative review policy.

# MCKEAN COUNTY HOUSING AUTHORITY

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## ASSISTANCE ANIMAL POLICY

It is the policy and intention of the McKean County Housing Authority (“MCHA”) to approve an Assistance Animal as a reasonable accommodation for an MCHA client with a disability (“Family Member With a Disability”) and needs the assistance of an animal in order to fully enjoy MCHA’s housing, services or programs. MCHA will approve animals that provide a service, as well as those who provide emotional support; MCHA treats both types of animals the same. *(Note: animals that HUD has determined PHAs should approve as “pets” that are beneficial for the elderly or near-elderly are not considered Assistance Animals, and are not subject to this policy).*

Since MCHA does not consider Assistance Animals “pets,” with the exception of behavioral and administrative requirements, Assistance Animals generally are not subject to MCHA’s pet policies. Accordingly, the following limitations on pets are not applicable to Assistance Animals: access to common areas and management offices, pet deposit or pet fee, height or weight limitations, breed restrictions, restrictions on the number of animals permitted in a unit (in rare occasions where there is 3<sup>rd</sup> party verification of need, a household may be entitled to keep multiple Assistance Animals, but each animal must serve a different purpose (e.g., one for service and one for emotional support)).

The following types of animals are eligible to be Assistance Animals:

- Neutered or spayed dogs
- Domesticated and trained miniature ponies
- Neutered or spayed cats
- Fish that humanely can live within a 20-gallon fish tank
- Typical household birds
- Small or potbellied pigs with an adult weight not to exceed 25 pounds
- Neutered or spayed Guinea pigs
- Neutered or spayed hamsters
- Neutered or spayed ferrets
- Small turtles weighing less than one pound
- Other small, common household pets traditionally kept in the home for pleasure rather than for commercial or other purposes

The following types of animals are not eligible to be Assistance Animals and will not be approved:

- Undomesticated animals
- Snakes and other reptiles, with the exception of small turtles weighing less than one pound
- Exotic animals, such as lions and tigers
- Deer, raccoons, rats, mice, and other wild animals typically found living wild in the outdoors
- Animals that have not been neutered or spayed
- Monkeys or other primates

Individuals seeking an Assistance Animal will be required to verify, through a knowledgeable, licensed third-party professional, that they have a disability and that there is a medical need for the Assistance Animal in order for them to fully enjoy MCHA’s housing, services and/or programs. The verifier should describe the specific benefits and/or services that the Assistance Animal should be able to provide to the individual with disabilities, and the family must certify that the specific animal is capable of providing the required assistance.

MCHA has the right to request that the owner demonstrate the animal's abilities as a condition of approval or continued approval of that animal. Verifications will be required at each regular re-examination.

Additionally, individuals seeking an Assistance Animal will be required to verify, through a knowledgeable, licensed third-party veterinarian's certification, that the proposed animal is in good physical, mental, and emotional health for an animal of its breed and age, is up to date on recommended immunizations, and is capable of performing the necessary assistance verified by the third-party verifier, among other certifications. MCHA has an approved form titled

As a condition to approval of an Assistance Animal, MCHA will require the head of household and family member needing the Assistance Animal to sign an Assistance Animal agreement and lease addendum. MCHA has the right to withdraw approval of Assistance Animals who do not conform to this policy or the Assistance Animal Agreement.

MCHA may withdraw its approval for an Assistance Animal under the following circumstances:

- The Family Member With a Disability no longer desires the animal and asks MCHA to withdraw approval
- The animal or a household member violates the Assistance Animal Agreement
- The animal is aggressive, violent or otherwise constitutes a direct threat to the health, safety, or well-being of a person or other animal on two (2) documented occasions. After the first occasion, the 504 Coordinator will send written notice to the family documenting the incident and advising that, if the animal is involved in another incident, approval will be withdrawn.
- MCHA has the right to immediately withdraw approval of an assistance animal and require that it leave MCHA premises immediately when the health and safety of people or other animals is seriously at risk
- Other circumstances warranting withdrawal of approval

MCHA will require the Head of Household and/or Family Member With a Disability (both are responsible) to pay for all damage to the unit, common areas, or elsewhere on MCHA property, caused by the Assistance Animal, or in using the Assistance Animal, above ordinary wear and tear.

The family seeking the Assistance Animal must demonstrate that they have the present and continuing ability and financial resources to acquire, maintain, feed, groom, exercise, and otherwise support the Assistance Animal, including providing standard veterinary care.

A Head of Household has the right to dispute MCHA's actions with regard to their request, the withdrawal of approval for a specific Assistance Animal, or other Assistance Animal-related action in accordance with MCHA's administrative review policy.

# MCKEAN COUNTY HOUSING AUTHORITY

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## LIVE-IN AIDE POLICY

It is the policy and intention of the McKean County Housing Authority (“MCHA”) to approve a Live-in Aide as a reasonable accommodation for MCHA clients who are elderly, near-elderly, or have a disability (“Care Recipient”) and need the assistance of a caregiver that lives in the client’s residence to provide essential care or services that are set forth in a third-party licensed professional’s verification (“Live-in Aide”). MCHA will approve Live-in Aides that perform skilled nursing care, as well as those who perform more mundane tasks of everyday living, as long as medical need is verified by the third-party licensed professional.

Live-in Aides must meet HUD’s definition of a “Live-in Aide” set forth in 24 C.F.R. §5.403: a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. MCHA will not consider a Live-in Aide a “family member,” and the Live-in Aide has no occupancy rights of family members and no remaining family member rights to the unit or program benefits. MCHA will not take into account a Live-in Aide’s income or assets, and will not require the Live-in Aide to pay rent in order to live in the unit.

A Live-in Aide cannot presently be a member of the assisted family or household or a person who, during the past of six (6) months, was a household member. A Live-in Aide must continuously reside in the Care Recipient’s residence and cannot maintain and/or frequent another residence during the time that s(h)e is performing Live-in Aide services. Consistent with HUD guidance, MCHA prefers that Live-in Aides be selected at an “arms-length transaction” where the Care Recipient and the Live-in Aide normally would not be related and would have equal bargaining power. However, MCHA will approve a Live-in Aide that is a family member of the Care Recipient, provided they meet other qualifying criteria, especially that they are not responsible for the care or support of the Care Recipient, were not a member of the household prior to the request, and that they initially have, and will be able to maintain, separate financial resources for their own support.

Individuals seeking a Live-in Aide must meet each of the following five (5) criteria:

(1) The individual must meet the age requirement of an elderly person (age 62+), near-elderly person (age 55+) – or – the individual is a person with disabilities (child or adult) who meets the following definition:

- Currently has a mental, emotional, developmental, or physical impairment that substantially limits one or more major life activities
- or-
- Has a record of having a disability in the past.
- or-
- Has been regarded as having a disability;

(2) The individual must be certified by a knowledgeable professional as permanently unable to care for his/her own health needs, or other requirements of daily life, on a daily basis;

(3) The individual permanently will require care or assistance in the individual’s home;

(4) The individual permanently will require at least 16 continuous hours of care during a 24-hour period; and

(5) The individual’s essential care must be provided by one select person during a 24-hour period.

Individuals seeking a Live-in Aide will be required to verify, through a knowledgeable, licensed third-party professional, that they have a disability and that there is a medical need for a Live-in Aide in order for them to fully enjoy MCHA's housing, services and/or programs. Verifications will be required at each regular re-examination. As a condition to approval of a Live-in Aide, MCHA will require the head of household and family member needing the Live-in Aide to sign a Live-in Aide agreement and lease addendum. MCHA has the right to withdraw approval of Live-in Aides who do not conform to this policy or the Live-in Aide Agreement. MCHA will not approve requests where the family has not named or identified a specific person that already has agreed to perform the Live-in Aide services.

MCHA will perform the due diligence necessary to approve a proposed Live-in Aide, including performing a criminal records and background check, credit check, Department of Labor (DOL) or other employment check, any other screening criteria that MCHA employs to determine the suitability of occupants of MCHA's housing. The proposed Live-in Aide must sign all necessary written consents for MCHA to perform its due diligence.

Consistent with HUD guidance, MCHA will not approve as a Live-in Aide persons who will provide occasional, intermittent, multiple or rotating care. MCHA will not approve a proposed Live-in Aide that will not live in the Care Recipient's residence seven days each week as the Live-in Aide's primary residence. MCHA will not approve a proposed Live-in Aide if s/he has committed any of the following acts:

- (1) Was ever a convicted sex offender with a life-long registration requirement.
- (2) Was ever convicted of the manufacture, possession, or distribution of the drug methamphetamine ("meth").
- (3) Committed fraud" or "bribery," as those crimes are defined by state law.
- (4) Committed any "other corrupt or criminal act" in connection with any federal housing program.
- (5) Committed drug-related criminal activity or violent criminal activity; or
- (6) Currently owes rent or other amounts to MCHA or to another PHA in connection with Section 8 or public housing assistance.
- (7) Has previously been terminated, or evicted, from a MCHA program for a serious violation of the lease or program rules, or who, prior to a formal eviction, voluntarily left a MCHA program in bad standing after receiving notice of such violation.
- (8) Does not have sufficient separate, personal financial resources to support her/himself while serving as Live-in Aide.

MCHA's approval of a Live-in Aide will be contingent upon MCHA, the Head of Household, the Care Recipient, and the Live-in Aide signing a Live-in Aide Agreement and lease addendum. Approved Live-in Aides are entitled to have their own bedroom; however, MCHA will entertain a request for the Live-in Aide to have an alternative sleeping area/personal space so that the family can remain in their present unit, provided it does not violate MCHA's occupancy standards. Otherwise, MCHA's 504 Coordinator will approve a maximum of one (1) additional bedroom for a family with an approved Live-in Aide.

MCHA will not approve an increase in the bedroom size of a family's unit before a specific Live-in Aide has been identified, screened, and approved, all parties have signed the Live-in Aide Agreement, and the head of household has signed a lease addendum. Families will not be permitted to bring a Live-in Aide into an existing unit that will cause the family to violate MCHA's occupancy standards. In this circumstance, the family promptly will need to move to an appropriately-sized unit. If the family refuses to move promptly, then their request for a Live-in Aide or continued approval for a Live-in Aide will be denied.

Periodically, MCHA will inspect the unit to ensure that the Live-in Aide is currently present and working for the approved purpose, and that the bedroom allocated for use by the Live-in Aide actually is being used for the approved purpose. MCHA may perform an inspection at each regular inspection of the unit, or may perform

an interim inspection of the unit for the above-mentioned purposes. If the Live-in Aide is not performing the approved care, and/or the additional bedroom is not being used by the Live-in Aide as his/her bedroom, then MCHA may take appropriate action, including the withdrawal of MCHA's approval of the Live-in Aide request in general, or of the specific person as the Live-in Aide, in particular. Depending upon the specific facts of the case, the family also may be in violation of program rules for fraud and may be subject to termination and/or eviction.

MCHA may withdraw approval of a Live-in Aide under the following circumstances:

- (1) The Live-in Aide commits any of the acts set forth above that would have permitted the disapproval of the Live-in Aide in the first place.
- (2) The Live-in Aide ceases to live in the unit seven days each week and/or fails to maintain the unit as his/her primary residence.
- (3) The Live-in Aide fails to provide the essential care set forth in the Live-in Aide Agreement, or takes on another commitment (e.g., work, school, caretaking) that MCHA determines makes it improbable that the Live-in Aide can continue to diligently perform the essential care.
- (4) The Head of Household, the Care Recipient, or the Live-in Aide (or any member of the Live-in Aide's family approved to occupy the unit) violates a material requirement of the Live-in Aide Agreement.
- (5) The Live-in Aide (or any member of the Live-in Aide's family approved to occupy the unit) engages in criminal activity on or off MCHA property.
- (6) The Live-in Aide (or any member of the Live-in Aide's family approved to occupy the unit) commits any act on or off MCHA property that threatens the health, safety, or welfare of MCHA residents, staff, or MCHA contractors, or threatens the right to peaceful enjoyment of the property of other residents.
- (7) The Care Recipient or Head of Household no longer desire the services of the Live-in Aide and requests that MCHA withdraw approval.
- (8) Other circumstances that warrant the withdrawal of approval.

To accommodate emergency needs where an existing Live-in Aide leaves abruptly or the need for a Live-in Aide arises quickly, MCHA may allow a temporary reasonable accommodation that considers a person who is providing emergency care as an Emergency Caretaker Visitor, for a period not to exceed 60 days from the time that the need for a new Live-in Aide arises. The Emergency Caretaker Visitor cannot be 1) a convicted sex offender, 2) a person convicted of the manufacture or distribution of the drug methamphetamine ("meth") 3) a person convicted of a crime within the past 3 years; or 4) any person barred from any MCHA property. If, after 60 days, the family has not submitted a complete request for a new Live-in Aide, including the designation of a specific person for screening and approval, the Emergency Caretaker Visitor will lose his/her "approved" status as an Emergency Caretaker Visitor and must permanently cease living in the unit.

A Head of Household has the right to dispute MCHA's actions with regard to their request, the withdrawal of approval for a specific Live-in Aide or Emergency Caretaker Visitor, or other Live-in Aide-related action in accordance with MCHA's administrative review policy. Live-in Aides, proposed Live-in Aides, and Emergency Caretaker Visitors have no recourse to MCHA's administrative review process.



# **MCKEAN COUNTY HOUSING AUTHORITY**

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## **ACCESSIBLE PARKING POLICY**

It is the policy and intention of the McKean County Housing Authority (“MCHA”) to provide Accessible Parking as a reasonable accommodation for an MCHA client who has a disability (“Family Member With a Disability”) and a medical need for Accessible Parking in order to fully enjoy MCHA’s housing, services or programs.

As required by federal law, in all areas where MCHA provides parking spaces MCHA will strive to maintain at least 2% of those spaces as fully-accessible parking spaces. Fully-accessible parking spaces are those that meet federal, state and local accessibility standards in size, signage, slope, and other criteria and are located on an accessible route to wheelchair users. MCHA will make at least one (1) space for each type of parking accessible at each parking location, even if this number exceeds 2%. MCHA will not charge any fee for providing an accessible parking space or area. MCHA will provide appropriate signage for its fully-accessible and designated parking spaces. MCHA will use best efforts to ensure that MCHA residents have meaningful access to such spaces through the use of notices and towing, if necessary.

Depending upon the needs of the Family Member With a Disability, MCHA will offer different parking accommodations for individuals with disabilities, such as 1) earmarking an existing regular parking space in a specific location for exclusive use by the Family Member With a Disability and/or his/her transporters, 2) providing access to a fully-accessible parking space, 3) designating a fully-accessible parking space for use by the Family Member With a Disability and/or his/her transporters, or 4) providing access to a safe area designated for “pick up” and “drop-off.” When appropriate and feasible, MCHA will transfer a family with a Family Member With a Disability to a unit that is closer to accessible parking or pick up areas.

All individuals requesting Accessible Parking will be required to verify, through a knowledgeable, licensed third-party professional, that they have a disability and that there is a medical need for their requested accommodation in order for them to fully enjoy MCHA’s housing, services and/or programs. The need and eligibility for accessible parking will be verified initially, as well as at each of the family’s regular re-examinations. The knowledgeable professional (verifier), will verify:

- 1) That the Requestor meets the requisite definition of “disabled;”

MCHA will consider an individual to have a “disability” when s(h)e: 1) has a physical, mental, emotional, developmental, or cognitive impairment that substantially interferes with one or more major life activities; 2) has a record of such an impairment, or 3) has been regarded by MCHA as having such an impairment. MCHA also will consider individuals receiving disability-related financial assistance from the federal Social Security Administration (such as SSI or SSDI) as having a “disability.”

- 2) That the Requestor’s ability to fully enjoy MCHA’s housing, housing services, or programs is dependent upon the Requestor having some form of Accessible Parking and why use of regular parking is not sufficient; and
- 3) The specific form of Accessible Parking that is necessary, and why.

For health and safety reasons, MCHA will strive to provide accessible and/or designated parking to those most in need of such parking based on their disability. MCHA will not withdraw existing parking privileges in order to redistribute them to persons requesting accommodations. However, persons with disabilities may supplant people on the parking waiting list who do not have disabilities.

In the event that the supply of accessible or designated parking spots does not meet the demand, following is the priority for awarding spaces, from highest priority to the lowest:

- Requests from individuals with disabilities with an urgent need
- Requests from individuals with disabilities currently living in fully-accessible housing units
- Requests from individuals with disabilities who are unable to walk
- Requests from individuals with disabilities with a moderate need
- Requests from individuals with disabilities who walk with assistance
- Requests from individuals with disabilities who are blind
- Requests from individuals with disabilities who are sight impaired
- Requests from individuals with disabilities who walk without assistance in date/time order of their request
- Parking requests from people without disabilities in date/time order of their request

As a condition to approval of Accessible Parking, MCHA will require the head of household and Family Member With a Disability to sign an Accessible Parking agreement and lease addendum. MCHA has the right to withdraw approval of Accessible Parking when there is a breach of the Accessible Parking Agreement, such as for non-use, or for allowing use by non-household members, etc.

A Head of Household has the right to dispute MCHA's actions with regard to their request, the withdrawal of approval for Accessible Parking, or other Accessible Parking-related action in accordance with MCHA's administrative review policy.