STATEMENT OF POLICY

Governing Admissions and Continued Occupancy

In the

Federally-Aided Low-Income Public Housing Program

Operated By the

Norfolk Redevelopment and Housing Authority

Housing Operations Division

Adoption: April 18, 2024

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Norfolk Redevelopment and Housing Agency is referred to as "PHA" or "Housing Authority" or "NRHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Norfolk Redevelopment and Housing Authority (NRHA) Personnel Policy and this Admissions and Continued Occupancy Policy. The administration of the NRHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

A. NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY MISSION STATEMENT

It is the mission of the NRHA to provide affordable housing to eligible people within our community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life.

Our organization is committed to teamwork that values integrity, initiative, innovation and trust.

NRHA's goals are to maximize housing opportunities for eligible persons, to facilitate opportunities for self-sufficiency of the residents, and to create a team-based environment that promotes communication and development of all employees.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that NRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.

- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

- To avoid concentrations of economically and socially deprived families in any one or all of the NRHA's public housing developments.

- To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to NRHA employees.

- To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in NRHA's jurisdiction.

- To provide opportunities for upward mobility of families who desire to achieve self- sufficiency.

- To provide housing for diverse income families.

- To facilitate the judicious management of NRHA's housing inventory, and the efficient management of NRHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted on the grounds of race, color, sex, religion, national origin, marital status, disability, familial status, sexual orientation, gender identity, source of income.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for NRHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and NRHA.

NRHA's Board of Commissioners must approve the original policy and any changes. Required portions of this Plan are provided to HUD.

D. FAIR HOUSING POLICY

Nondiscrimination

It is the policy of NRHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, state and local Fair Housing laws, and any legislation protecting the individual rights of residents, applicants or staff

which may be subsequently enacted.

NRHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, or national origin, marital status, sexual orientation, gender identity, source of income in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

NRHA shall not take any of the following actions on the grounds of race, color, sex, religion, national origin, marital status, disability, familial status, sexual orientation, gender identity, source of income:

Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

Provide housing that is different than that provided others.

Subject a person to segregation or disparate treatment.

Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.

Treat a person differently in determining eligibility or other requirements for admission.

Deny a person access to the same level of services.

Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

NRHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g. families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

NRHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, NRHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

Affirmative Marketing

As conditions may require, NRHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. NRHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts NRHA may engage in depending on the situation are the following:

Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

Special outreaches to minorities, persons with disabilities and very low-income families.

Distribute pamphlets and brochures.

Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.

Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

NRHA will monitor the benefits received as a result of the above activities and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish or other languages as required.

Operations

In order to further the objectives of nondiscrimination, NRHA shall:

Include in the admissions briefings for all NRHA programs a section on compliance with Civil Rights laws. The briefings shall explain to all participants what should be done if they believe they have been discriminated against.

Prominently display Fair Housing posters in every development office owned by NRHA and in NRHA's administrative offices. Such posters shall be posted in such a manner as to be easily readable from a wheelchair.

Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of NRHA. NRHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

NRHA shall maintain a TDD/TTY machine or access to a TDD/TTY for the use of the hearing or speech impaired.
As many publications as feasible shall be printed both in English and in Spanish or any other languages as may be commonly spoken within Norfolk.

E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with NRHA, when NRHA initiates contact with a family including when a family applies, and when NRHA schedules or reschedules appointments of any kind.

It is the policy of NRHA to be service directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

NRHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on NRHA forms and letters to all families, and all requests will be verified so that the NRHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability," as defined by the 1990 Act means:

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

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for NRHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed.

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation.

If more than one accommodation is equally effective in providing access to the NRHA's programs and services, the NRHA retains the right to select the most efficient or economical choice

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

Other Accommodations

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, NRHA will offer vacant accessible units with features for person with disabilities as follows:

First to a current resident of the same development, or of another development under common control, who requires a unit with accessible features. If no such resident exists, then,

Second, to an eligible qualified applicant on the Waiting List having a disability and requiring the features of an accessible unit. If no such applicant exists, then,

Third, to an otherwise eligible applicant without a disability. This applicant shall be required to move to a non-accessible unit when the accessible unit is needed as an accommodation for a qualified family and non-accessible unit is available. Proper notice will be given.

F. TRANSLATION OF DOCUMENTS

Foreign Language Interpretation

NRHA will assist staff to assist non-English speaking families and will consider providing translation of NRHA documents into other languages upon request by an applicant or resident. NRHA will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. However, applicants and residents who speak languages other than English are encouraged to utilize an interpreter of their choice. In general, NRHA is not required by the Fair Housing Act, 24 CFR 8.6, to pay costs associated with a foreign language interpreter.

In determining whether it is feasible to translate documents into languages other than English, NRHA will consider the following factors:

NRHA will determine the number of LEP language group that constitutes 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger in (a) the recipient does not translate vital written materials but instead provides written notice in the primary language of the LEP language group.

These "safe harbor" provisions apply to written notices only and does not affect the LEP person meaningful access to oral language services.
Evaluation of the need for translation by the bilingual staff and by agencies that work with non-English speaking clients, and

The availability of local organizations to provide translation services to non-English speaking clients.

Interpretation for Visual or Audible Impairments

Documents intended for use by applicants and residents will be made available upon request in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

NRHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that NRHA is using its resources in a manner that reflects its commitment to quality and service. NRHA policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published

regulations.

NRHA is continuously assessing its program and consistently strives to make improvements. The NRHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. NRHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

H. FAMILY OUTREACH

NRHA will publicize and disseminate information to make known the availability of housing units and housing-related services for low-income families on a regular basis.

NRHA will communicate the status of housing availability to other service providers in the community. NRHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

I. QUALITY HOUSING AND WORK RESPONSIBILITY ACT (QHWRA)

NRHA shall comply with the Quality Housing and Work Responsibility Act of 1998 (QHWRA). QHWRA amends the Housing Act of 1937 to include the following operational practices of the Public Housing program

Deregulation and decontrol of public housing agencies, enabling agencies to perform as property and asset managers.

Flexibility in use of Federal assistance to enable the agency to leverage and combine assistance amounts with amounts obtained from other sources.
The facilitation of mixed income communities and the de-concentration of poverty.

An increased accountability to HUD with rewards for effective management of the Public Housing programs; and

Ability to create incentives and economic opportunities for residents of Public Housing to work, become self-sufficient.

J. FEDERAL PRIVACY ACT

NRHA's practices and procedures are designed to safeguard the privacy of applicants and residents.

Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD

will release family information.

NRHA requires that each family member above the age of 18 sign a HUD 9886 form to authorize the release of certain information to the PHA on admission. The executed consent form (Form HUD-9886) will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to the PHA to revoke consent. Families have the right to revoke consent by notice to NRHA, however, revoking consent will result in termination or denial of assistance.

The 9886 form will be utilized at admission to be signed by all adult household members, when kids in the household turn 18 and when new adults are added to the household composition. NRHA will not process an interim or annual reexaminations of income, including when a family's income decreases and the family requests an interim reexamination to decrease tenant rent, without the family's executed consent form(s).

NRHA will notify the local HUD office when an applicant or participant family member revokes their consent.

NRHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information. Files will never be left unattended or placed in common areas. All files must be marked confidential or for official use only.

Criminal Background check information will be kept in a separate file with access only by persons authorized by NRHA. Upon making a determination of eligibility, the criminal background check information will be destroyed.

Any and all information that would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Director of Property Management.

NRHA staff will not discuss, or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing or assisted housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

K. VIOLENCE AGAINST WOMEN'S ACT (VAWA)

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 (Public Law 109-162) and more generally to set forth Norfolk Redevelopment & Housing Authority's (herein called "NRHA") policies and procedures regarding domestic violence, dating violence, sexual assault, and/or stalking, as hereinafter defined.

This Policy shall be applicable to the administration by NRHA of all federally subsidized public housing and Housing Choice Voucher (HCV) rental 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.

Goals and Objectives

This Policy has the following principal goals and objectives:
A. Maintaining compliance with all applicable legal requirements imposed by VAWA.
B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or sexual assault stalking who are assisted by NRHA.
C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking.
D. Creating and maintaining collaborative arrangements between NRHA, 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/or stalking, who are assisted by NRHA; and
E. Responding in accordance with NRHA policies and procedures of incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by NRHA.
F. An annual awareness event will be held to continue to educate victims and residents in general on domestic violence.

NRHA will provide all applicants with notification of their protection and rights under Violence Against Women's Act (VAWA) at the time they request an application for housing assistance. The notice will explain the protections afforded under the law, inform each applicant of NRHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

NRHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA.

L. POSTING OF REQUIRED INFORMATION

NRHA will maintain bulletin boards in conspicuous areas of the Administrative Office and the individual site development offices. The bulletin boards will contain:

- Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) - All Administrative Offices
- Information on application taking - All Administrative Offices
- Directory of NRHA's housing sites including names, address of offices and office hours at each facility – Occupancy Administrative Offices
- Income limits for Admission – All Administrative Offices

- Current schedule of routine maintenance charges – All Community Administrative Offices
- A copy of the lease - All Community Administrative Offices
- NRHA's grievance procedures - All Administrative Offices
- A Fair Housing Poster - All Administrative Offices
- An Equal Opportunity in Employment poster - All Administrative Offices
- Current Resident Notices - All Community Administrative Offices
- Required public notices - All Administrative Offices
- Security Deposit Charges - All Community Administrative Offices
- Schedule of Utility Allowances (if applicable) - All Administrative Offices
- Flat Rent Schedule - All Administrative Offices
- Site Specific Criteria (if applicable) - All Community Administrative Offices

Chapter 2

ELIGIBILITY FOR ADMISSION
[24 CFR Part 960, Subpart B]

INTRODUCTION

This Chapter defines both HUD's and NRHA's criteria for admission and denial of admission to the program. The policy of NRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. NRHA staff will review all information provided, including but not limited to: financial and court records and family supplied documentation carefully and without regard to factors other than those provided with the regulation and NRHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by NRHA pertaining to their eligibility.

Exemption from Eligibility Requirements for Police Officers and Other Security Personnel

The Authority shall be permitted to admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

Before NRHA would be permitted to house police officers or other security personnel under this provision, NRHA would submit to HUD the Housing Authority's standards and criteria for approval/waiver of admission criteria in accordance with 24 CFR 960.501.

A. QUALIFICATION FOR ADMISSION

It is NRHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined by regulation;

Heads a household where at least one member of the household is either a U.S. citizen or is an eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately in the PHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes Public Housing Authorities (PHAs) to admit families whose income does not exceed the low-income limit (80% of median area income) and the PHA is required to meet the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income). It is the policy of NRHA to meet the income-targeting requirement.

Extremely low-income family is a family whose annual income does not exceed the higher of 30% of the area median income or the federal poverty level.

Provides a Social Security number (SSN) for every member of the household. (24 CFR 5.216);

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors
The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

Applicants Option to be Returned to the Wait List
Applicants will be returned to the wait list if requested. If the applicant is drawn a second time and again requests to be returned to the wait list the date and time of their application will be changed to the date and time the applicant requested to be returned to the wait list.

B. FAMILY COMPOSITION

Definition of Family
The applicant must qualify as a Family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship.

For the purpose of a group not related by blood, marriage or operation of law, the family must reside together for a minimum of one year in the private sector with a joint lease agreement. Verification may be provided through a lease or other occupancy documents. In absence of joint lease, applicant may provide other documents to verify they resided in the same unit for one year i.e. utility bills, income verifications, etc.

The term “family” includes, but is not limited to the following, regardless of actual or perceived

sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

2. A group of persons residing together and such group includes, but is not limited to:
    a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family. For verification Applicant must provide verification from foster CPS worker that the child(ren) are temporarily (6 Months to 1 Year) away from home);
    b) An elderly family;
    c) A near-elderly family
    d) A disabled family
    e) A displaced family; and
    f) The remaining member of a tenant family.
3. In addition, for categorizing family as defined about, there terms disabled family, elderly family, and near –elderly family (per 24 CFR 5.403) are:
    . Disabled Family means a family whose head (including co-head), spouse, or sole member is a person with a disability.
    . Elderly Family means a family whose head (including co=head), spouse or sole member is a person who is at least 62 years of age.
    . Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Noncitizens 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

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

Live-In Aide

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

Is determined by NRHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,

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 not considered to be an assisted family member and has no rights or benefits under the program:

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.

A Live-in Aide may only reside in the unit with the approval of NRHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. 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.

NRHA will screen and qualify the live-in aide. The live-in aide must be eligible under criminal background requirements, other applicable eligibility requirements, and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

NRHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

C. JOINT CUSTODY

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member. The family will not receive a $480 dependent deduction for this minor and the minor will not be considered in determining the unit size.

If both parents reside in Public Housing or another assisted housing program, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

24 CFR 5.216, HOTMAS REVISION

NRHA requires that each family member (excepting non-eligible family members in mixed families) provide their Social Security number (SSN) and proof that the SSN belongs to that person. If a member of the family is unable to provide a Social Security card or other evidence of their SSN, NRHA will accept a document stating the person's name and a declaration from the person stating 1) why they cannot obtain their Social Security card and 2) what their SSN is. If NRHA has accepted any declarations as evidence of a SSN, NRHA will review the Failed SSA Identity Report monthly to quickly identify any participants whose identity is not verified.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation or declaration required is provided to the NRHA within 90 calendar days from the date of admission into the program.

The NRHA will grant an extension of one additional 90-day period if the NRHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation or declaration required within the required time period, the NRHA must follow the provisions of 24 CFR § 5.218.

E. 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 may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;

2. A noncitizen who entered the U. S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U. S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

3. A noncitizen who is lawfully present in the U. S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);

5. A noncitizen who is lawfully present in the U. S. as a result of the Attorney Generals' withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

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 Families. 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 will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

F. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and NRHA policies and procedures. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off NRHA premises;
- not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- not to be subject to sex offender registration requirement;
- not be subject to any applicant family member required to register as a sex offender which will result in the applicant family being disapproved;
- to comply with necessary and reasonable rules and program requirements of HUD and NRHA;
- to comply with local health and safety codes; and
- must meet the site-specific criteria on the sites with criteria.
- if the applicant was not the Head of Household during a previous tenancy and was residing with a parent, the applicant may qualify for assistance.

Denial of Admission for Previous Debts to This or Any Other PHA or other Assisted Housing

Previous outstanding debts to NRHA or any PHA resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to admission.

Applicants with previous PHA debts will be permitted to execute a Payment Agreement at the time of pre-application, but 100% of the debt must be paid prior new admission and/or offer of a unit.

NRHA reserves the right, in the case of extreme hardship, (i.e. homelessness), to enter into a Payment Agreement and admit the applicant to the program. Full documentation of the hardship will be required. In no case will the debt be forgiven.

Both spouses are responsible for the debt incurred as a previous NRHA tenant. If only one of

the spouses is reapplying, the debt shall be an amount equal to 50%. Children of the head or spouse who had incurred a debt to NRHA will not be held responsible for the parent's previous debt.

G. NON-ECONOMIC ELIGIBILITY CRITERIA

In developing its admission policies, the aim of NRHA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically challenged families and families with serious social concerns. Therefore, it is the policy of NRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the community, neighborhood or on the quality of life for its residents.

As part of eligibility determination, the Authority will screen each applicant household to assess its suitability as renters.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.
In determining qualifications for tenancy, NRHA shall consider the following items:

Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the community.

NRHA shall rely upon sources of information which may include, but not limited to, NRHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.

An authorized representative of NRHA shall document any pertinent information relative to the following:

Criminal Activity – including the activities further defined herein as of a criminal nature.

Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.

Pattern of Drug Use – includes a determination by NRHA that the applicant has

exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity – includes a determination by NRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Pattern of Alcohol Abuse – includes a determination by NRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiation of Threats – or behaving in a manner indicating intent to assault employees or other residents.

Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.

Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to NRHA or another housing authority or assisted housing program.

Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment caused by the family or persons under control of the family; seriously affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.

Destruction of Property – damage to any previous rentals or property that the family has resided in.

Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of Tenancy – In the case of applicants for admission, the person's present living arrangements and a statement obtained from the applicant's physician or social worker will be among factors considered in making this determination. The availability of a Live-In Aide will be considered also in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct, and to factors that might indicate a reasonable probability of favorable future conduct.

NRHA may waive this requirement if the person demonstrates that he/she:

Has successfully completed a supervised drug or alcohol rehabilitation program approved by NRHA;

Has otherwise been rehabilitated successfully;

In no event shall a person convicted of manufacturing or producing methamphetamine (also called "speed") be determined eligible for public housing. Such individuals are permanently denied admission to all federally assisted housing programs.

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the grounds of race, color, sex, religion, national origin, marital status, disability, familial status, sexual orientation, gender identity, source of income or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, NRHA will involve other community and governmental entities in the promotion and enforcement of this policy.

In evaluating evidence of negative past behavior, NRHA 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.

NRHA will ensure that any criminal and civil records received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Prior to NRHA taking any adverse action based on a criminal conviction record, NRHA will provide the subject of the record (and the applicant, if different) a copy of the criminal record and provide an opportunity to dispute the accuracy and relevance of the record. If NRHA determines adverse action is required, the applicant (or resident) will be given an opportunity an informal hearing. (Tenants may also contest such records at the court hearing in the case of evictions.)

Hearings

(See Chapter 13 titled "Complaints, Grievances and Appeals")

If information is revealed that would cause NRHA to deny admission to the household and the

person disputes the information, he/she shall be given an opportunity for an informal hearing according to NRHA's hearing procedures outlined in Chapter 13 on "Complaints, Grievances and Appeals".

H. SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

It is the policy of NRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the community, or neighborhood or on the quality of life for its residents.

SUITABILITY - SCREENING CRITERIA

Applicants requesting to be admitted into public housing operated by NRHA will be determined suitable based upon the criteria defined herein. Each family member must be determined suitable on an individual basis.

Applicants disapproved for admission will be eligible to re-apply at such times that the public housing waiting list is opened and only after the time period specified in each of the following categories has elapsed. In cases of unacceptable criminal history, such time period will be from the date of the last conviction in which the disapproval was based.

A. Information and documentation required to make a determination regarding an applicant family's suitability includes:

1. Landlord(s) verification of the past 12 months of applicant's residency. If activity, information will be obtained on former addresses. Information will be reviewed to determine a pattern of a particular problem such as alcohol abuse, etc. and if counseling programs can be offered.

2. Verification from current landlord regarding applicant's tenancy. In cases where applicants are residing with a friend or relative, former landlord verification may also be obtained (wherein the applicant paid rent under a lease agreement). References will also be obtained from NRHA's past tenant records, and from a national database file containing references on former tenants. In the absence of a landlord reference (such as homeless applicant or landlords that will not respond to requests) the applicant will be required to complete a Housekeeping Form. Applicants who cannot provide a landlord reference for the entire twelve (12) month period due to having moved several times will be required to provide a notarized statement that they are not able to reach previous landlord(s),

3. Credit Report indicating an applicant's past history in meeting financial obligations especially rent and utility payments.

4. School records on all school age children.

5. Applicant's conduct during the application process, failure to follow processing procedures. Conduct while visiting or residing in public housing. Such conduct can

include any applicant family member not being sober, being abusive to NRHA staff or to others, damaging NRHA property, disruptive to NRHA business operations, to the community, and/or residents.

6. Banned applicants shall be re-evaluated every year from the date of disapproval and it shall be based on their criminal history within that timeframe.

7. Landlord verifications that indicate poor housekeeping habits, living conditions or property damages, including statements form shelters.

8. The state department's sex offender registration lists will be searched for names of all applicant family members eighteen (18) years of age or older. Any applicant family member required to register as a lifetime sex offender will result in the disapproval of the applicant family's application.

9. Criminal History Records – NRHA will conduct a National Criminal History request and a Virginia State request on all family members eighteen (18) years of age or older. Other States or County checks may also be required. Juvenile records may be required on all family members fourteen (14) to eighteen (18) years of age.

B. An applicant will be determined unsuitable if any verification and documentation reveals that their performance falls into any of the below listed categories. However, those applicants experiencing borderline problems with rent payment, domestic matters, school attendance, housekeeping, etc., will be given an opportunity to seek counseling to correct the problem. Consideration shall be given based upon successful completion.

1. Misrepresentation, Non-Compliance with Rental Agreements and Program Requirements, - Includes evidence of any failure to comply with the terms of rental agreements at current or prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations. Includes non-compliance with NRHA application process or other program requirements wherein non-compliance resulted in sanctions, terminations or other serious outcomes. Includes non-compliance with school truancy standards. Applicants that reside illegally in Public Housing, Section 8 Housing Choice Voucher Program or any other assisted housing program will be disapproved. This includes applicants whose identification card(s) has a public housing address. NRHA will look at the circumstances/time period of former assisted housing residents/participants whereby their picture identification still reflects the assisted housing address.

   Disapproved applicants will be eligible to re-apply for admission based upon a time period that is determined by individual ranging circumstances ranging from either one

(1) to three (3) years.

- One (1) year from date of disapproval – living in an assisted housing property illegally.
- Three (3) years from date of disapproval – Non-compliance with the application process, such as falsifying information.

2. Unsatisfactory Rent Paying History - A consistent, severe or recent history (the most recent 12-month period) of deficiencies in rent payment which indicates that the family would be unable (or would fail) to pay rent for the unit and other expenses relating to occupancy. In the absence of any rental history, timely payment of other obligations will be utilized as evidenced by a credit report. Borderline applicants will be required to pay any outstanding balances in full for the most recent judgement(s) and/or current outstanding balance and participate in financial counseling. Applicants with term agreement balances are excluded if meeting requirements of agreement. Applicants that have been late on the rent four (4) or more times in the past twelve months would be considered to have an unsatisfactory rent paying history. Applicants in a rent burden status will be allowed the opportunity to pay balance in full or provide documentation of a repayment agreement with the landlord within thirty (30) days when determining eligibility.

   Disapproved applicants will be eligible to re-apply for admission after one (1) year from date of disapproval.

   A one (1) year satisfactory rent payment history will be required for future approval wherein the applicant paid rent under a lease agreement for the actual rental dwelling.

3. Disturbance of Neighbors, Destruction, of Property or Other Disruptive or Dangerous Behavior of Any Family Member Regardless of Age - Includes behavior or conduct which adversely affects the safety or welfare of other persons by physical violence. Such violence may be the basis for the applicant to provide a notarized statement indicating that the violent individual will not be granted guest privileges by the applicant while residing in public housing. Also gross negligence or irresponsibility, which damages the equipment or premises in which the family resides, or which is disturbing or dangerous to neighbors, or disrupts normal family and community life. Information from private sources, or police "Calls for Service," etc. will be evaluated on a case-by-case basis**.** Consideration shall be given if negative information applies to particular circumstances.

   Disapproved applicants will be eligible to re-apply for admission after one (1) or five (5) years from the date of the negative occurrence. Individual circumstances will be the basis for determining the time period for reapplying.

   - One (1) years from date of disapproval – Disturbance of neighbor or other disruptive behavior.
   - Five (5) years from date of disapproval – Destruction of property, gross negligence which damages the equipment or premises and/or physical violence.

4. Grossly Unsanitary or Hazardous Housekeeping - Includes a prior history of creating any health or safety hazard through acts of neglect and causing or permitting any damage to or misuse of premises and equipment, if the family is responsible for such hazard, damage or misuse; causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within a dwelling unit, or failing to maintain such in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises.
   In cases where a qualified agency is working with the family to improve housekeeping and the agency reports that the family shows potential for improvement, decisions as to eligibility shall be reached after recommendation by such agency. This category does not disqualify families whose housekeeping is found to be superficially lacking in orderliness, where such conditions do not create a health and safety problem, do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of nearby dwelling units.

   Disapproved applicants will be eligible to re-apply for admission after six (6) months from date of disapproval.

5. Former Tenants with a Debit Balance to any Public Housing Authority, Assisted Housing Program, or Landlord (within the past 12 months). Former residents who owe any (as stated above) Public Housing Authority, Assisted Housing Program or Landlord (as stated above) a balance from prior occupancy will not be admitted until the account is paid in full and reasonable assurance is obtained that contributing causes for nonpayment of rent during the prior occupancy have been sufficiently changed to enable the family to pay rent and other expenses relating to occupancy of the unit when due. The spouse will not be required to pay the balance before admission if his/her spouse was the former lessee, provided there is legal documentation evidencing a divorce or separation. In any event, the former lessee with unpaid balance will not be added to the lease until the amount is paid in full. Former tenants must also demonstrate one year of satisfactory rental history at the time of re-applying for admission to either public housing or Section 8 programs.

   Applicants that owe a balance to any assisted housing program or landlord will be required to pay all money due within 30 days from the date of the notice

6. Bankruptcy - All debts from filing of bankruptcy must have been cleared at least six (6) months from date of discharge. In addition, a one (1) year satisfactory credit report will be required for approval. Extenuating circumstances such as dual bankruptcy will be evaluated on an individual basis.

   NRHA will evaluate extenuating circumstances such as dual bankruptcy on a case by case basis. NRHA will also look at the applicant’s rental history and credit report (relating to any outstanding utilities as it relates to the site the family applied for

Disapproved applicants will be eligible to re-apply for admission six (6) months from the date of discharge of all debt and a one (1) year satisfactory rent payment history and a satisfactory credit report will be required for future approval.

7. Alcohol Abuse - Applicants will be disapproved if a determination is made that there is reasonable cause to believe that an applicant's abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Such documentation can be evidenced by a pattern of alcohol abuse during the application process, information obtained from the applicant, etc., or "Calls for Services" wherein alcohol abuse contributed to the disturbances.

   Disapproved applicants will be eligible to re-apply for admission three (3) years from the date of the last occurrence resulting in the disapproval.

8. Required Sex Offender Registration - Any applicant family member required to register as a sex offender will result in the applicant family being disapproved. Eligible family members must re-apply.

9. Former Authority Residents with Unfavorable Recommendations - Any applicants applying for re-admission to NRHA housing, or who was a former public housing, Indian housing, Section 23, or Section 8 resident of any PHA or assisted housing program, shall be disapproved for admission due to documented unfavorable recommendations for the time periods indicated.

Re-apply date	
Three (3) years from move-out date	Program violations include illegal boarders, fraud, failing to report changes.
Re-apply: (From Date of Move-Out)	**Unfavorable Recommendations:**
Three (3) years (Approval will require one year of satisfactory rent payment history)	Poor rent payment history or eviction for non-payment of rent.

Five (5) years	Eviction due to drugs.
Five (5) years	Eviction for intent to distribute drugs and/or possession of firearms in the connection with a criminal act. Also includes severe damaging of property.

10. Unacceptable Police Record - An unacceptable police record is one wherein the applicant or any member of the household has been convicted of a crime, within the time period specified below, or has a history of criminal activity that would jeopardize the health, safety and welfare of the community. An unacceptable juvenile record is one wherein the juvenile has one (1) conviction within the past twelve (12) months for crimes outlined in below. Other convictions within the past twelve (12) months will be determined based upon the severity of the crime as indicated by the deposition and preponderance of the evidence.

    Applicants must report any criminal activity which occurs after the application review and prior to being housed. Failure to do so will result in a lease cancellation.

    RE-APPLY DATES ARE TO BE DETERMINED FROM THE DATE OF LAST CONVICTION.

Policy: NRHA has adopted policies in its Admission and Continued Occupancy Policy (ACOP) incorporating standards for using information about criminal history in determining adult applicants' admissions or adult residents' (eighteen 18 years of age or older) continued participation in its federally-assisted housing program. Therefore, it is the policy of NRHA to deny admission to an applicant or continued assistance to a resident who has engaged in criminal activity that threatens or interferes with the health, safety and right to peaceful enjoyment of the premises by other residents. The criminal record search will consist of a National and State search. City or County searches may be requested if needed.

Unacceptable Criminal Police Record:

An unacceptable Police Record is one wherein the applicant or any member of the household has been convicted of a crime within the time period specified below:

Applicants with Active Warrants will be given 45 days to resolve the active warrant. Applicants with open dispositions will not be admitted until the matter is resolved with the exception of driving infractions. Applicants on probation for violent criminal activity (with the exception of drugs and alcohol convictions) may not be admitted until they are released from probation. NRHA will look at the circumstances regarding the unsupervised probation and any probation violations on a case by case basis.

Criminal Background Denials:

A. **Non-violent behavior convictions** – eligible to apply 1 year from the date of last conviction. These acts include Disorderly Conduct, Soliciting, Concealment, etc.

A1. Other non-violent behavior convictions – eligible to apply 3 years from the date of last conviction for Fraud (Welfare Fraud, Credit Card Fraud, Check Fraud, Identify Theft and defrauding an Assisted Housing Program) and Breaking and Entering.

B. **Drug Related convictions;** Alcohol convictions (if it indicates an ongoing pattern); persons are eligible to apply 3 years from the date of last conviction. These convictions include Possession of drugs, Illegal Sale or use of alcohol (includes Drunk/DUI/DWI, if it indicates an ongoing pattern),

C. **Acts of violent behavior convictions** – eligible to apply 5 years from the date of last conviction. These acts include Assault, Battery, Damaging Property, Concealed Weapon, Robbery, Brandishing a firearm, Crimes of Sexual nature that do not require individual to be on the sex offender register.

D. **Crimes of violent behavior** – eligible to apply 7 years from the date of last conviction. These acts include Bomb Threats, Arson.

E. **Crimes of violent behavior** – Murder conviction eligible to reapply 15 years from date of last conviction. However, if applicant has been convicted of two or more murders in a separate incident they are permanently ineligible for housing assistance.

F. **Crimes of a sexual nature** such as Rape, Incest, Child Molestation, Sexual Deviation, etc. that are required to be listed on the state sex offender registry will be permanently ineligible for housing assistance.

G. **Drug Related convictions;** Applicants who were convicted of manufacture or production of methamphetamine on or off of the premises of assisted housing will be permanently ineligible for housing assistance.

Driving infractions and driving misdemeanor convictions will not be considered in the approval of an application. However, felony traffic violations denote a more serious traffic crime and will be considered when determining eligibility.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, NRHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. NRHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

NRHA will provide the applicant with written documentation of what the applicant stated they will provide and the deadline date to return the document(s) during the disposition review appointment. The applicant may request additional time if needed. No further mailings will be sent to request the documents that the applicant stated they will provided in order for NRHA to determine eligibility. If the applicant fails to return the documentation of mitigating circumstances the applicant will be denied or the assistance terminated.

Examples of Mitigating Circumstances

Examples of mitigating circumstances include:

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by NRHA; and/or

Evidence of the applicant family’s successful and sustained modifications of previous disqualifying behavior.

Qualified and Unqualified Applicants

Information that has been verified by NRHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a family*;*
- The eligibility of the applicant with respect to income limits for admission;
- The eligibility of the applicant with respect to citizenship or eligible immigration status;
- The eligibility of the family for suitability, non-criminal requirements, etc.;
- Preference category to which the family is entitled (Veteran, Non-Veteran).

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures, except for a pending PHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. NRHA shall provide applicants an opportunity for an informal hearing (see Chapter titled 13 “Complaints, Grievances, and Appeals”.)

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

NRHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by NRHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by NRHA, such as turnover rates, and market demands as they affect bedroom sizes and community location.

Documenting Findings

An authorized representative of NRHA shall document any pertinent information received relative to the admission and eligibility requirements.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct in accordance with established policies and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

I. HEARINGS FOR INELIGIBLE FAMILIES

If information is revealed that would cause NRHA to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to NRHA's hearing procedures outlined in Chapter 13, “Complaints, Grievances and Appeals”.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of NRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but NRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

Families who wish to apply for any of NRHA's programs must apply using the Applicant Portal when the waitlist is open. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases.

1. The first is the initial application for admission, referred to as the preliminary application (pre-application). The elderly and disabled may place the pre-application at a designated location as needed for reasonable accommodation. Applicants will be placed on the waitlist based upon date and time of application.

2. The second phase is the final determination of eligibility referred to as the full application." The full application takes place when the family approaches the top of the Waiting List. At this time, NRHA ensures that verification of all HUD, State, local, and NRHA eligibility factors as pursuant to the program are current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

NRHA will utilize a preliminary application form for the initial application. The application may be taken over the phone during time of "Phone-In Application Intake" or in person by completion of the form itself, whenever the Waiting List is open.

At a minimum, the pre-application will contain questions designed to obtain the following information:

- Names of head of household, spouse/co-head
- Names of all members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity
- Arrests/Convictions for Drug Related, Criminal Activity or Sex Offender
- Questions regarding previous participation in HUD assisted housing programs
- Site-based Wait List(s) preference.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Applicants will be notified in writing 90-120 days of their application date of the status of their application. Extenuating circumstances may delay to notification process.

Preliminary applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform NRHA in person of changes in family composition, income, and address. Corrections, updates, or changes on applications will be documented in writing. Obsolete information on paper forms of applications shall be lined through and documented as to its obsolescence, initialized and dated by the employee making such changes, or by the applicant, if such change is made by the applicant him/herself.

Applicants are also required to respond to requests from NRHA to update information on their application, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

C. COMPLETION OF A FULL APPLICATION

Pre-applicants on the Waiting List who will be selected in the next 90 days will be sent a letter to complete a full application. The letter will notify the applicant of an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. Documents presented at the time of full application are not in lieu of third-party verification.
Applicants are required at the full application interview to:

Complete a Personal Declaration Form prior to the full application interview.

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

Participate in a full application interview with a NRHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The NRHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Full application must be completed at the time of the interview.

Requirement to Attend Interview
NRHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other NRHA services or programs that may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship. NRHA will make every accommodation to ensure that all household members complete required verifications. If a student is attending school out of the Hampton Roads area NRHA will accept notarized documents from the student to process the application.

The head, spouse or co-head are required to attend the interview.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), NRHA will reject the applicant unless the missed appointment is due to extreme emergency, such as hospitalization, death in immediate family, or as determined by NRHA.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with

permission of the person with a disability. The designee will not be allowed to sign paperwork unless Power-of-Attorney has been obtained.

If an application is withdrawn due to failure to attend second schedule interview, the applicant will be notified in writing of their application being withdrawn from the waitlist. Applicant may request reinstatement based upon reinstatement procedures. (See Chapter 13)

All adult members (18 years of age or older) must sign form HUD-9886, "Release of Information"; the declarations and consents related to citizenship/immigration status; and any other documents required by NRHA. Applicants will be required to sign specific verification forms for information that are not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by NRHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If NRHA determines at or after the interview that additional information or document(s) are needed, NRHA will request the document(s) or information in writing. NRHA will utilize HUD's systems of verification. The family will be given ten (10) working days to supply necessary information. If the information is not supplied in this time period, NRHA will provide the family a notification of denial for assistance (See Chapter 13). However, extensions may be given for extenuating circumstances such as information that must be obtained from out of state.

D. PROCESSING APPLICATIONS

After an applicant has been drawn from the Waiting List, the following items will be verified to determine eligibility for admission:

- Family composition and type (elderly/non-elderly), inclusive of family status, familial/marital status when needed for Head or spouse definition, or for inclusion in the household of a minor who is not yet born to or adopted by the assisted family, or legal guardianship, or right to custody, including temporary right to custody.

- Annual Income* inclusive of commission, bonuses, tips and meals, including income that is expressly excluded by regulation where NRHA is required verify.
- Assets and Asset Income*

- Deductions from Annual Income including but not limited to full-time student status, including students who are 18 or over, childcare expenses for children under 13 where such expenses allow an adult family member to be employed or to further his/her education or seek employment, total medical expenses of all family members in households whose Head, spouse or co-head is elderly or disabled,

disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed, disability for determination of allowance or deductions.

- Social Security Numbers (SSN) of all family members or a SSN Certification of non-issuance for any family members who do not have Social Security Numbers.

- Non-economic selection criteria used in applicant screening, inclusive of criminal history report, past landlord reports, credit reports, rent payment history.

- Citizenship or eligible immigration status, including date and place of birth.

*****In the event that the family appears to be eligible for income that is not reported to be received (i.e. TANF, unemployment compensation, child support, etc.), the absence of such income will be verified. The application will be denied if NRHA is unable to determine eligibility because the applicant(s) failed or is unable to provide valid identification in a timely manner – 15 business days.

Timeliness of Verifications

All verifications will be obtained by the Occupancy Department prior to initial lease-up to ensure that current and accurate data is being used in calculating rents and eligibility.

Verifications for the public housing program must be dated within 60 day period preceding the reexamination, interview, or PHA request date. Documents older than 60 days are acceptable for confirming effective dates of income. The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified prior to unit offers/lease signing to determine their effect on eligibility, (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

Systems of Verification

To assure that the data upon which determinations of eligibility, rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

The NRHA will use the five methods to verify family information acceptable to HUD. In order of priority, NRHA will use the following order:

1. **Up-Front Income Verifications (UIV) – HUD's EIV System**

***Enterprise Income Verification (EIV):** The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

2. Up-Front Income Verifications (UIV) – Non HUD System

   *The Work Number/Child Support Enforcement

3. Third-Party Written: Tenant provided documentation

4. Third-Party Written:-The NRHA's fourth choice to supplement the EIV is a written third party verification to substantiate claims made by an applicant or resident.

5. Third-Party Oral: The NRHA may also use telephone verifications.

6. Tenant Declaration

7. Safe Harbor Rule: Determination of Family Income Using Other Means Tested Public Assistance, i.e.,

"Safe Harbor" (24 CFR §§ 5.609(c)(3) and 891.105. NRHA may determine the family's income prior to the application of any deductions based on income calculation information from other means-tested forms of federal public assistance programs or agencies, listed below, made within the previous 12-month period. The NRHA will use third-party verification, which must include the family size and composition and state the family's annual income. The verification must be dated within the time frame specified for the type of verification, including within the previous 12-month period for purposes of the specified means-tested forms of federal public assistance. The family members listed in the third-party verification must match the family composition in the assisted unit. The annual income need not be broken down by family members nor income type. Given that annual income includes income earned from assets, when using Safe Harbor to verify a family's income, NRHA will not inquire as to a family's net family assets, nor the income earned from those assets except with respect to whether the family owns assets which exceed the asset limitation in 24 CFR § 5.618. If multiple determinations are available that meet all of the minimum verification criteria, NRHA will use the most recent determination (if completed more than 3 months apart). If determinations were completed within 3 months, NRHA will use them in the following order: 1. 2. 3. 4. 5. 6. 7. The Low-Income Housing Tax Credit program (26 U.S.C. 42). The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.). The Special Supplemental Nutrition for Women Infants, and Children (42 U.S.C. 1786). The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.). Medicaid (42 U.S.C. 1396 et seq.). Supplemental Security Income (42 U.S.C. 1381 et seq.). The Earned Income Tax Credit (26 U.S.C. 32). If NRHA cannot obtain the required third-party verification, or if the family disputes the determination, the NRHA will calculate the family's annual income using the methods established in 5.609(c)(1) and (2) or in the applicable program regulations.

If third party verification is not received directly from the source, NRHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.)

The NRHA will not delay the processing of an application beyond two weeks because a third party information provider does not return the verification in a timely manner.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 90 calendar days.

E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified after the family is selected from the waiting list and prior to final eligibility.

After the verification process is completed, NRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by NRHA, and the tenant suitability determination (See Chapter 2).

HUD can make changes in rules or regulations and family circumstances may change during the review process that may affect an applicant's eligibility.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been drawn from the waiting list.

Chapter 4

TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)
[24 CFR 960.204]

INTRODUCTION

It is NRHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site -based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received, and the site in which they wish to reside. All new applicants will be required to indicate the community of their choice. In filing actual or expected vacancies, NRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing de-concentration of poverty and income-mixing objectives. NRHA will offer the unit in the proper applicant sequence until it is accepted. This chapter explains the policies for the management of the waiting list and describes NRHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

NRHA's Objectives

NRHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is NRHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely.

When appropriate units are available, families will be selected from the waiting list by their appropriate bedroom size, and preference-determined date and time sequence. Norfolk residents will have priority, then all others.

By maintaining an accurate waiting list, NRHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the NRHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Site-Based Waiting Lists

Per the Quality Housing and Work Responsibility Act of 1998, NRHA has implemented site-based waiting lists which have been approved in the Annual Plan.

NRHA uses site-based waiting lists in accordance with NRHA's Annual Plan and any updates submitted in compliance with the Quality Housing and Work Responsibility Act of 1998.

A. MANAGEMENT OF THE WAITING LIST

NRHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent part of the file.
- All other applicants in the pool will be maintained in order of date and time of application receipt.
- Applicants with a Norfolk residency status will have priority over all others. (See preferences in Chapter 3).
- All applicants must meet applicable income and other eligibility requirements as established by HUD and NRHA.

The waiting list shall be reviewed and an electronic copy stored at the end of every month and at the end of the fiscal year will be maintained on a rolling base of 3 years.

Opening and Closing the Waiting Lists

NRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of NRHA to house an applicant in an appropriate unit within a reasonable period of time.

When NRHA opens the waiting list, NRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s) and program(s) for which applications are being accepted in the local paper, "minority" newspapers, and other media including:

- Virginia Pilot
- The New Journal and Guide
- NRHA Website
- Tidewater Hispanic Newspaper

To reach persons with disabilities or special populations, NRHA will provide notice to local organizations representing the interests and needs of the disabled/special populations. Local organizations serving the disabled population include, but are not limited to, the following:

- Hope House Foundation
- Endependence Center
- Norfolk Community Services Board
- Norfolk Division of Social Services
- Access Aids
- Eggleston Foundation

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting list(s) offered by NRHA.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the NRHA address and telephone number, how to submit an application, and information on eligibility requirements.

NRHA may also use outreach efforts such as media sites, other websites, on-site visits, newsletters, and Norfolk Information Line.

NRHA will make necessary modifications in its process to eliminate an adverse effect to applicants with disabilities such as mailing applications to people with disabilities well in advanced of the 'first-come first-served' opening and allowing submission of applications by mail or electronically.

When Application Taking is Suspended

NRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twenty-four (24) months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, NRHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twenty-four (24) months. NRHA will give at least five (5) days' notice prior to closing the list. When the period for accepting applications is over, NRHA will add the new applicants to the list by:

Unit size, preferences priority, and date and time of application receipt. Norfolk residents, then all others. See Chapter 4-5 for additional information.

NRHA will purge the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, NRHA will advise families of their responsibility and requirement to notify NRHA when mailing address or telephone numbers change.

Reopening the List
If the waiting list is closed and NRHA decides to open the waiting list, NRHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements.

Who May Apply
Any family asking to be placed on the waiting list, when the waiting list is open for Public Housing rental assistance will be given the opportunity to complete an application.

Multiple Families in Same Household
When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

B. SITE BASED WAITING LISTS

The PHA has established site-based waiting lists for all Public Housing properties. Applicants may select the communities of their choice during the application process.

Every reasonable action will be taken by NRHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. NRHA will disclose information to applicants regarding the location of available sites. Site selection specific criteria may also be required for a specific development. Site-specific criteria may include employment, sustaining employment, criminal history, utility requirements, credit checks, landlord references, age, minimum incomes, etc.

Approved waiting list – Once an applicant has been approved and there are no available units in their community of choice then NRHA will offer the applicant a unit in another community if there are no pending approved applicants waiting for that community.

Monitoring Site-Based Waiting Lists
The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively met.

NRHA will monitor its system of site-based waiting lists to assure that racial steering does not occur. If NRHA's analysis of its site-based waiting lists indicates that a pattern of racial steering is or may be occurring, NRHA will take corrective action.

C. WAITING LIST PREFERENCES

NRHA will prioritize its waitlist by points. Points will be based on the head of household status, spouse or sole member. The maximum points available are 35. After the points have been factored, then date and time of application will be assessed.

The following point values will be assigned under the new system:

a. Resident of Norfolk - 20 points (includes families employed in Norfolk)
b. Working Families - 10 points (includes head of household or spouse or sole member is aged 62 or older or is a person with disabilities (Notice PIH 2011-33) or where the head of the household is the primary caregiver for a disabled household member. Minimum works hours 15 per week for non-elderly and non-disabled.)
c. Veterans - 5 points (includes persons who were honorably discharged or under other than dishonorable conditions.)

In-house referrals may take precedence over waiting list preference in the following order:

1. Residents in communities with Section 8 planned activity and/or approval as identified in the following sections of the approved Annual Plan:
2. Reasonable Accommodation Transfers
3. Safety/Security Transfers
4. Improperly Housing Transfers
5. Applicants
    a. The ratio of transfer to new admission shall be determined based on the need and vacancies of NRHA; however, as a general rule of thumb NRHA will try and maintain a 3 to 1 ration.

In-house referrals will take precedence over waiting list preference:

A. Choice Mobility
   Applicants that are referred to Choice Mobility may not have a balance with the current community in which they reside and they also must have one (1) year of satisfactory rental history.
B. Residents in communities with Section 18 planned activity and/or approval as identified in the following sections of the approved Annual Plan:
    i. Five-year Plan Initiative
    ii. Conversion to Project Based Section 8 through the Rental Assistance Demonstration (RAD) Program and the Housing Opportunity through Modernization Act (HOTMA)
    iii. Demolition and Disposition Activity
        i. Residents in Diggs Town will be given a preference for Project Based Voucher (PBV) units at the Retreat at Harbor Point

TPV – Waiting List Preference

In-house referrals will take precedence over waiting list preferences in the following order:

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    ii. Conversion to Project Based Section 8 through the Rental Assistance Demonstration (RAD) Program and the Housing Opportunity Through

Modernization Act (HOTMA)
iii. Demolition and Disposition Activity
i. Residents in Diggs Town will be given a preference for Project Base Voucher (PBV) units at the Retreat at Harbor Point

Note All preferences superseded by displacement by government action or public housing replacement.

Note When adopting a *new preference*, NRHA will notify all applicants on the current waiting list to determine if any are eligible under the preference (24 CFR §5.655(c)). NRHA will specify in a public notice to advise current waiting list applicants that they may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status, including any partnering agencies with whom the owner may be working to receive referrals or determine preference eligibility.

Proposed Set-Asides for the Southeastern Virginia Homeless Coalition (Norfolk Housing Collaboration) Housing Choice Voucher and Low Income Public Housing Programs Pilot Program

NRHA agrees to set aside up to 20 percent of its turnover in public housing units (about 80 units annually) and up to 20 percent of its available turnover in Housing Choice Vouchers (about 36 units annually) in order to accept referrals from the Southeastern Virginia Homeless Coalition (SVHC). This will be explored for approximately six months to determine impact and feasibility.

Member agencies and organizations of the SVHC include ACCESS AIDS Care, Norfolk Office to End Homelessness, The Endependence Center, ForKids, Inc., Norfolk Community Services Board, Norfolk Human Services, Norfolk Redevelopment and Housing Authority, The Planning Council, Virginia Supportive Housing, Virginia Veteran and Family Support, and YWCA South Hampton Roads. These agencies will be responsible for developing a Housing Stabilization Plan for each household referred to NRHA.
NRHA will accept two categories of referrals from the SVHC, given that the referral is otherwise in compliance with NRHA's eligibility standards. The categories are:

1. Persons experiencing homelessness or graduating from a homeless program and needing and qualifying for support services.
2. Persons exiting institutional settings, who would otherwise be homeless, and who have appropriate community supports.

All set-asides may be superseded by displacement by government action or public housing replacement.

INITIAL DETERMINATION OF PREFERENCE QUALIFICATIONS

At the time of application, an applicant's entitlement to a preference may be made on the following basis:

An applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If during the final determination of the preference, it indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and give an opportunity for an informal review.

PREFERENCE AND INCOME TARGETING

Change in Circumstances:
Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify NRHA in writing when their circumstances change.

NRHA will not accept changes by telephone unless it is for a reasonable accommodation for a person with disabilities.

When there is a change in an applicant's circumstances while on the waiting list, that change may affect the status of others on the list as well; and the applicant's appropriate order will be determined by any newly-claimed preference (if applicable), date and time of their application.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before families with a higher preference, the family will be returned to the waiting list.

De-concentration and Income-Mixing Goals

NRHA's de-concentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit higher income families to lower income developments, and lower income families to higher income developments.

Singles and Designated Senior Units
NRHA will continue to select applicants from the waiting list in the following order:

A family whose Head or spouse or single member is an elderly or disabled person over a single person who is not elderly or disabled.

Furthermore, NRHA shall not admit single person households consisting of non-elderly, non-disabled persons before other single person households in designated senior units within family public housing developments. A mixed population development is a public housing development, or portion of a development, that is reserved for elderly families and disabled families at its inception and has retained that character. Elderly families whose head, spouse or sole member is at least 62 years of age, and disabled families whose head, co-head, spouse, or sole member is a person with disabilities, will receive preference to such units.

NRHA does have a property that has been designated near-elderly only properties: **Franklin Arms**

Designated senior public housing developments and units are subject to HUD's definition of "senior" and may include (1) age-qualified elderly, and (2) disability qualified "elderly".

In the designated near elderly only developments, new admission priority shall be given to Elderly and near-elderly families that qualify for the unit over non-elderly/near elderly families.

D. MANDATORY DENIAL

NRHA shall not give preference and shall permanently deny admission to public housing units and other federally assisted housing programs individuals convicted of manufacturing or producing methamphetamine ("speed") and required sex offender registers as required by the Quality Housing and Work Responsibilities Act of 1998.

Furthermore, NRHA will notify the applicant in writing of the reasons denied and offer the applicant an opportunity for an informal hearing. The applicant will have ten (10) working days to request the meeting in writing. If the denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be removed from the Waiting List. Applicants may exercise other rights if they believe they have been discriminated against.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, housing assistance, they will be denied housing and withdrawn from the Waiting List with notification to the family.

E. INCOME TARGETING

NRHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of NRHA's jurisdiction.
Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

NRHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that NRHA has provided more than 75 percent of newly

available vouchers to "extremely low income families." This fungibility provision discretion by NRHA is also reflected in NRHA's Administrative Plan.

If admissions to NRHA's HCV Program during the fiscal year exceed the 75% minimum targeting requirement for the HCV Program, NRHA's public housing program may reduce the minimum targeting requirement for this program. The fiscal year credit shall not exceed:

Ten percent of the public housing waiting list admissions during the NRHA's fiscal year;

Ten percent of the waiting list admissions to the NRHA's tenant-based assistance program during the fiscal year;

The number of qualifying low income families who commence occupancy during the fiscal year of NRHA's units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy by and actually occupied in that year by very low income families.

The Fungibility Floor: Regardless of the above amounts, in a fiscal year, at least 30% of NRHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause NRHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if NRHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Very Low-Income Family Admissions

As long as NRHA has met the 40% targeted income requirement for new admissions of extremely low-income families, NRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

F. MIXED POPULATION UNITS

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character). Elderly families whose head, spouse, co-head, or sole member is at least 62 years of age, and disabled families whose head, spouse, co-head, or sole member is a person with disabilities, will qualify for such developments.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. NRHA maintains mixed population developments, except for Franklin Arms.

G. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with NRHA's occupancy standards, eligible families' not needing units designed with special features or units designed for special populations will be admitted to NRHA's general occupancy units.

H. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, NRHA shall affirmatively further fair housing to reduce racial and national origin concentrations. NRHA shall not require any specific income or racial quotas for any development or developments.

NRHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

I. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

NRHA does not maintain a merged Waiting List for the public housing and Section 8 program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, NRHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, NRHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by NRHA. All programs owned, operated, managed by NRHA maintain separate Waiting List.

J. WITHDRAWN FROM WAITING LIST AND UPDATE

The waiting list will be updated at least once every two years. NRHA will purge the waiting list at least bi-annually by removing the names of those families who are no longer interested, no longer qualify for housing or does not respond to purge letters via mail or telephone. NRHA will advise families of their responsibility and requirements.

The applicant will be required to update their pre-application at least once a year. The applicant will be required to update their pre- application with any changes in family circumstances via the NRHA web-based portal. NRHA will send an annual written notification reminding applicants to update their pre-application information via the NRHA web-based portal. If an applicant fails to respond to the request for updated information s/he will be withdrawn from the waiting list. NRHA will provide reasonable accommodations to the meet the needs of individuals with disabilities. NRHA web-based portal will be fully accessible, or NHRA will provide an alternate approach that provides full access to the update process. Chapter 1 provides a full discussion of NRHA's policies related to providing reasonable accommodations for people with disabilities.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being

unable to reply with the prescribed period and verification of such is received by NRHA. Or the applicant was on civil or military duty or due to medical reasons with supporting documents within 30 days of being discharge from duty or facility.

Notices will be made available in accessible format upon the request of a person with a disability. An extension (up to 60 days) to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

All purge responses must be mailed in and post-marked by the U.S. Post Office within fifteen (15) business days from the date of notice, however, if the applicant comes in to report a change prior to the deadline of the purge responses, the applicant will retain their status "waiting" on the list. NRHA will accept a fax response from a disabled applicant as a reasonable accommodation.

K. OFFER OF ACCESSIBLE UNITS

NRHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, NRHA will offer such units:

> First, to a current occupant of another unit of the same development, or other public housing developments under NRHA's control, who has a disability that requires the special features of the vacant unit.
>
> Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, NRHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

See "Leasing" chapter.

L. PLAN FOR UNIT OFFERS, CONDITIONS GOVERNING ASSIGNMENT OF UNITS, ASSIGNMENT OF UNITS:

Applicants are assigned their appropriate place on the approved waiting list (sub-list) according to the application final approval date.
Applicants on the Site-Based Waiting List will be offered a unit of appropriate size when the applicant reaches the top of the approved waiting list. If more than one unit is available then the unit that has been ready the longest is to be offered first. If the applicant rejects the unit without good cause they shall be dropped to the bottom of the approved waiting list and offered another unit when their name reaches the top. If again the unit is rejected without good cause the applicant shall be removed from the waiting list.

All community wide housing offers will be made from the approved waiting list of appropriate size and /or suitable type and shall be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered the unit that has been vacant and ready the longest. If the applicant refuses the first offer, the applicant is offered the next unit at the location that has been ready the longest. If the applicant refuses the second offer without good cause, the applicant is dropped to the bottom of the approved waiting list. The two offers can be made in sequence, and the applicant should refuse one offer before another is made.

2. If there are only two locations with suitable vacant units, the applicant is offered a unit at the location that has been vacant and ready to rent the longest. If the applicant refuses the first offer, the applicant is offered the next unit at the location that has been ready to rent the longest. If the applicant refuses the second offer without good cause, the applicant is dropped to the bottom of the approved waiting list. The two offers can be made in sequence, and the applicant should refuse one offer before another is made.

3. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location that has been ready to rent the longest. If the applicant refuses the offer, the applicant is offered a second unit at that location that has been ready to rent the longest. If the applicant refuses the second offer without good cause, the applicant is dropped to the bottom of the approved waiting list.

M. APPLICANT STATUS AFTER FINAL UNIT OFFER

If the applicant refuses three offers (without good cause), they will be withdrawn from the waiting list and sent a withdrawn letter. The applicant will need to reapply if the waitlist is open.
The NRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, national origin, marital status, disability, familial status, sexual orientation, gender identity, source of income:

NRHA shall select, assign and offer the first qualified applicant in sequence on the waiting list will be made two offers of a unit of the appropriate size.

NRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

N. CHANGES PRIOR TO NEW ADMISSION

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal review when applicable. (Chapter 13)

O. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicant must accept a unit offer within 24 hours of the date the offer is made.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be repositioned on the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

The family demonstrates to NRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family.

The unit is not in satisfactory condition.

Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit is inappropriate for the applicant's disabilities.

Applicants currently in a lease will hold their status on the approved waiting list until their current lease expires.

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed prior to initial lease-up. NRHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit. The family will take the appropriate place on the waiting list according to the date they first applied.

P. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list. If the unit offered is refused for other reasons, NRHA will follow the applicable policy as listed above in this policy.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by NRHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE:

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below

Number of Bedrooms	Number of Persons (Minimum/Maximum)
1	1 to 2
2	2 to 4
3	3 to 6
4	5 to 8
5	7 to 10
6	9 to 12
7	11 to 14

- Two children of the same sex share a bedroom.
- Husband and wife share the same bedroom.
- Foster children are included in determining unit size.
- Unborn children are not included in determining unit size.

B. EXCEPTIONS TO OCCUPANCY STANDARDS

- Adults 18 or older (other than spouses) would not be required to share a bedroom.
- Two children of the opposite sex may occupy the same bedroom if under age (5) and at the request of the family if older than age 5.
- Live-in attendants will generally be provided a separate bedroom.
- Member temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. Temporarily absent reason must be documented and are subject to NRHA approval.
- NRHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.
- Circumstances may dictate a larger size than the occupancy standards permit when: Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor, medical professional, or social service professional and will be processed similar to a reasonable accommodation.

C. ACCESSIBLE UNITS

NRHA has a limited number of units designated for persons with mobility impairments. These units meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired tenants and then applicants have been considered.

Accessible units will be offered to and can be accepted by non-mobility impaired applicants only with the understanding that such applicants/tenants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for the accessible unit and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family may be placed on the Transfer List (See Chapter 8 Transfer Policy).

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT
[24 CFR 5.609, 5.611, 5.613, 5.615]

INTRODUCTION

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 deductions 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, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. NRHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for NRHA is $50. The Total Tenant Rent Payment does not include the other charges.

The Total Tenant Payment is the greater of:

- 30 percent of the monthly adjusted income or
- 10 percent of the monthly annual income or
- The Minimum rent as established by NRHA

NRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. NRHA will review all relevant circumstances brought to the NRHA's attention regarding financial hardship as it applies to minimum rent. The following section states the NRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

NRHA Procedures for Notification to Families of Hardship Exceptions

NRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

NRHA notification will advise the family that hardship exception determinations are subject to NRHA grievance procedures.

NRHA will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

NRHA will grant the minimum rent exception immediately upon request by the family prior to further investigation.

The Minimum Rent will be temporarily suspended until NRHA determines whether the hardship is:

- Covered by statute
- Temporary or long term

If NRHA determines that the minimum rent is not covered by statute, NRHA will re-instate the minimum rent. Repayment of the suspended minimum rent amount will also be due.

NRHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance (examples included but not limited to: TANF, Social Security [SSI or SSA]);

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment (involuntarily)

Death in the family (household member making financial contribution to household)

Other circumstances as determined by NRHA or HUD

Temporary Hardship

NRHA defines temporary as less than 90 days.

If NRHA determines that the hardship is temporary, the minimum rent will be reinstated. Repayment for the suspended minimum rent amount will also be due. The family will not be evicted for nonpayment of rent during the 90-day period from the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

NRHA will offer a repayment agreement to the family for any rent not paid during the temporary hardship period.

If the family owes NRHA money for rent arrears incurred during the minimum rent period, NRHA will calculate the total amount owed and divide it by 3 (for the three month suspended period) to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

If the family goes into default on the temporary hardship repayment agreement for back rent incurred during the minimum rent period, NRHA will reevaluate the family's ability to pay the increased rent amount and:

Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or

Determine that the repayment agreement is a financial hardship to the family and if so, restructure the existing repayment agreement for not more than 12 months.

NRHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the PHA."

B. INCOME AND ALLOWANCES

Income: Includes all monetary and non-monetary income or benefit amounts that are received on behalf of the family. For purposes of calculating the Total Tenant Rent Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income **anticipated** to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD. Annual Income is used to determine whether or not applicants are within the applicable income limits.

Income will be projected computed on one of the following: 3rd party verification, averaging the year-to-date earnings for twelve (12) months and by averaging two (2) to six (6) most current consecutive paystubs to project earning for twelve (12) months. To determine your annual income NRHA uses the highest calculated amount.

Adjusted Income is defined as the Annual Income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

A. $480 for each dependent (up to the age of 18 or 22 if full time student);

B. $400 for any elderly family or disabled family;

C. A disability assistance expenses for unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities, including the disabled member, where such expenses are necessary to permit an adult family member to be employed. The allowable expenses must be in excess of 3% of annual income. This allowance may not exceed the employment income received by the family members that is freed to go to work, who is at least 18 years of age.

D. For any elderly or disabled family:

. That has no disability assistance expenses, an allowance for medical expenses equal to the amount that exceeds 3% of annual income;

. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses as stated in paragraph C above, plus an allowance for other family's medical expenses;

. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

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

F. The NRHA does not provide for any optional deductions or allowances in the public housing program.

C. EARNED INCOME DISALLOWANCE FROM RENT (EID)

The annual income for qualified families may not be increased as a result of increases in earned income of a family member beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the allowable earned income exclusion from annual income.

A family qualified for the earned income exclusion is a family that is receiving assistance under the public housing program; and

- Whose annual income increases as a result of employment of an adult family member and who was previously unemployed for one or more years prior to employment;

- Whose annual income increases as a result of increased earnings by an adult family member during participation in any economic self-sufficiency or other job training program; or

- Whose annual income increases, as a result of new employment or increased earnings of an adult family member during or within six months after receiving assistance, benefits or services under any State program (example VIEW) for TANF provided that the total amount over a six-month period is at least $500.00. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality if it is higher than the federal minimum wage.

The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and may include increases that occur after participation provided the training provides assistance, placement, training or mentoring after the training that leads to employment.

The amount that is subject to the disallowance is the amount of <u>incremental</u> increase in income

of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment (baseline) to the amount of such income after the employment.

Initial Twelve-Month Exclusion
During the cumulative 12-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, NRHA will exclude from annual income of a qualified family member 100 percent of any increase in income of the family member as a result of employment over the prior income of that family member (baseline).

Second Twelve-Month Exclusion and Phase-in
During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, NRHA will exclude from Annual Income of a qualified family member, 100 percent of any increase in income of a family member as a result of employment over the income of that family member prior to the beginning of such employment.

Applicability to Child Care Expense Deductions
The amount deducted for childcare necessary to permit employment **shall not exceed the amount of employment income that is included in annual income**. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

Applicability to Disability Expense Deductions
The amount deducted for disability expense deduction that is necessary to permit employment **shall not exceed the amount of employment income that is included in annual income**. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

Applicability to Families that Receive both Child Care Expense and Disability Deductions
The amount deducted for both childcare and disability expense deductions necessary to permit employment **shall not exceed the amount of employment income that is included in annual income**. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

Tracking the Earned Income Exclusion
The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

***Such documentation will include:**

- **Date the increase in earned income was reported by the family**
- **Name of the family member whose earned income increased**
- **Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income**
- **Amount of the increase in earned income (amount to be excluded)**
- **Date the increase in income is first excluded from annual income**
- **Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)**
- **Date the family member has received a total of 12 months of the initial exclusion**
- **Date the 12-month phase-in period began**
- **Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)**
- **Date the family member has received a total of 12 months of the phase-in exclusion**
- **Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)**

NRHA will maintain a tracking system to ensure correct application of the earned income disallowance.

It is a NRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the Annual Income of families who are participants in the public housing program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

D. INDIVIDUAL SAVINGS ACCOUNTS

NRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

E. TRAINING PROGRAMS FUNDED BY HUD

All training income from a Resident Service, HUD sponsored or HUD funded training program, whether incremental or not, is excluded from the resident's Annual Income while the resident is in training.

Upon employment the full amount of employment income received by the person will be used to calculate rent.

F. STATE AND LOCAL EMPLOYMENT TRAINING PROGRAMS

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

NRHA Policy
The NRHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

The NRHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

G. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, NRHA will:

> Annualize current income and conduct an interim reexamination if income changes. Changes must be reported in writing to the Management office within ten days of the change.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, then NRHA will anticipate that the income will include the bonuses, and overtime received the previous year.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the rent payment will not change monthly.

The method used depends on the regularity, source, type of income and verification.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income or extremely low income are required to complete a written certification every 30 days and undergo an interim recertification every 90 days.

Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. Where credit reports show credit accounts open and payments current, NRHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

I. INCOME OF PERSON PERMANENTLY/TEMPORARILY CONFINED TO NURSING HOME

It is the responsibility of the family to notify NRHA as to rather the family members stay will be temporarily or permanent. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, NRHA will calculate the Total Tenant Rent Payment by: Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

If the family member is temporarily confined in a hospital or nursing home, NRHA will calculate the TTP by: Including the income of the person temporarily confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

J. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Rent Payment.

Any contribution or gift received every two months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than $100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. Non-cash contributions will be calculated based on fair market value. It does not include casual contributions or sporadic gifts. (See Chapter 7 on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, NRHA will make inquiry of the family about regular contributions and gifts.

K. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Rent Payment.

If the amount of child support or alimony received is less than the amount awarded by the court,

NRHA will use the amount that is determined to be received by the family. NRHA will accept as verification that the family is receiving an amount less than the award if:

NRHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

If no child support is being received a "No Child Support Affidavit" must be completed for each child whom no support is being received.

It is the family's responsibility to supply documentation and a copy of the divorce decree.

Income will be projected by averaging the most current three consecutive month's payments to project income for twelve (12) months. NRHA will not include child support income if no payments have been received within the most recent sixty (60) days.

L. **LUMP-SUM RECEIPTS** [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income, but may be included in assets, if the amount has been invested in an allowable asset.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income but any amount remaining that is invested will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

NRHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.

NRHA will calculate prospectively if the family reported the payment within 10 days and retroactively if not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, within ten days, the calculation will be considered at the time of the next annual recertification.

If the payment is not reported on a timely basis, within ten days, the entire lump-sum payment will be added to the annual income at the time of the interim.

NRHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year). At the next annual recertification, NRHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

Retroactive Calculation Methodology

NRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

NRHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due NRHA.

At NRHA's option, NRHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

M. TYPES OF ASSETS

HOTMA Revision

Self-Certification of Net Family Assets Equal to or Less Than $50,000 (adjusted annually for inflation) (24 CFR §§ 5.603;5.609; 5.618;;882.515(a);882.808(i)(1);960.259(c)(2);982.516(a)(3))

Self-Certification of Net Family Assets under $50,000

NRHA will obtain third-party verification of all family assets upon admitting a family to the public housing program. During the intervening annual reexaminations, NRHA will accept a family's declaration that it has total net assets equal to or less than $50,000.00 without taking additional steps to verify the accuracy of the declarations.

Asset Limitation for New Admissions (24 CFR § 5.618) Reference: Notice PIH 2023-27
NRHA will deny admission of an applicant family for the following:

1. New Admission has a Net family asset(s) that exceed $100,000 (adjusted annually for inflation); and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell (based on state of Virginia law or the locality in which the property is located), real property that is suitable for occupancy by the family as a residence.

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

In determining the anticipated income from an interest-bearing checking or savings account, the NRHA will multiply the value of the account by the current rate of interest paid on the account.
NRHA Policy

In determining the value of a checking account, the NRHA will use a three-month average balance.
- In determining the value of a savings account, the NRHA will use the current balance.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

NRHA Policy
In determining the market value of an investment account, the NRHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the NRHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)].
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives.
- Equity in real property when a family member's main occupation is real estate. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation.
- A family may have real property as an asset in two ways:

- (1) owning the property itself and
  (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

NRHA Policy
In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the NRHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts
A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts
If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Non-revocable Trusts
In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

Retirement Accounts
Company Retirement/Pension Accounts
In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the NRHA must know whether the money is accessible before retirement.
While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.
After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts
IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

Personal Property
Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

NRHA Policy
In determining the value of personal property held as an investment, the NRHA will use the family's estimate of the value. However, the NRHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.
Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.
Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

NRHA Policy
Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance
The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

N. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum less the amount the employee contributed to the retirement.

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

NRHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. NRHA will count the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value if disposition is ordered by the court. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value if disposition is ordered by the court or so stated in the decree.

NRHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000. If the total value of assets disposed of within the two-year period is less than $1,000, they will not be considered an asset.

P. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income, to determine adjusted income, if they enable an adult to work or attend school, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child-care expenses.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed cannot exceed the amount of earned income by the person enabled to work that is included in the family's annual income. The "person enabled to work" will be the adult member of the household that is now released to perform work.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school and study time, including reasonable travel time to and from school.

For determining reasonable child care expenses for education, training or seeking employment: NRHA will determine reasonable limits to be the amount determined by the state welfare agency. If the rate per child verified by the family exceeds the guideline, NRHA may use the state welfare agency's determination for the area to be the cap in order to calculate the allowance. Family's seeking employment shall be limited to 60 days of child care each year, and must provide additional documentation (verification) of where the family member has sought employment. NRHA may consider expenses to transport the child for child care if additional public transportation is necessary for which the tenant must incur a cost. This is subject to acceptable verification.

HOTMA Hardship Exemption child care expenses

NRHA will allow one (1) 90-day extension for family hardship for child care expenses. NRHA will obtain third-party verification of the hardship and if 3rd party verification is not received, will document in the file the reason that third-party verification was not available. NRHA will complete a written third-party verification prior to tend of the 90-day hardship period.

Q. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, or the amount that will be allowed, the current IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense. Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Chiropractic services are included under IRS Publication 502 and will be considered allowable medical expenses.

HARDSHIP EXEMPTIONS FOR HEALTH/MEDICAL CARE EXPENSES & REASONABLE ATTENDANT CARE & AUXILIARY APPARATUS EXPENSES – GENERAL RELIEF

All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after the PHA implements HOTMA (this date will be publicly announced when available). • Families who receive this phased-in relief will have eligible expenses deducted as follows: ◊ 1st twelve months– in excess of 5% of annual income. ◊ 2nd twelve months – in excess of 7.5% of annual income. ◊ After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for general hardship relief. • Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief

General Relief, defined in § 5.611(c)(2), is for families that can demonstrate that the family's health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination.

R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

An applicant mixed-family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Rent Payment from the applicable Flat Rent for the unit the family occupies to determine the Family Maximum Subsidy. The specific method of prorating assistance for Public Housing covered programs is as follows:

A. Determine total tenant rent payment in accordance with applicable public housing regulations, 24 CFR 5.628. (Annual Income includes income of all family members, including any family member who has not established eligible immigration status).
B. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

C. Subtract the total tenant rent payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

D. Divide the family's maximum subsidy by the number of persons in the family, all persons, to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy**.**

E. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."

F. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

G. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP.

S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

QHWRA revised the situations in which a PHA is required to reduce rent for special cases. In order to comply with the requirement, NRHA will make income revisions for changes resulting from Welfare program requirements as follows:

NRHA will not reduce the rent for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program; or
- failure to participate in an economic self-sufficiency program; or
- noncompliance with a work activities requirement

However, NRHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with a general welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or
- A situation of an inadvertent overpayment.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income (new income) a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

NRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

Cooperation Agreements

NRHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant rent payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Rent Payment, NRHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Current residents transferring between developments with resident-paid utilities may experience an increase in total tenant payment.

Reasonable Accommodations in Adjusting the Utility Allowances

It is the policy of NRHA to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments. Such adjustments shall be made based on the qualification of the disabled individual's special need and shall be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need.

U. EXCESS UTILITY PAYMENTS

Residents in units where NRHA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)] Residents that are paying flat rent and in units that are individually metered will be charged for the excess utilities used above the allowable level.

V. FAMILY CHOICE IN RENTS

Authority for Family to Select

NRHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. NRHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by NRHA.

Allowable Rent Structures

Flat Rents

NRHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:
Is based on the rental value of the unit, as determined by NRHA; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

NRHA shall review the income of families paying flat rent not less than once every three years.

Income-Based Rents

The monthly Total Tenant Rent Payment amount for a family shall be an amount, as verified by the PHA, which does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly annual income; or

- NRHA's Minimum TTP of $50

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay NRHA's flat rent, NRHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

- Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance; or
- An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or
- Such other situations as may be determined by NRHA.

All hardship situations will be verified.

Annual Reexamination

NRHA shall provide for families to elect whether to pay income-based or flat rent at their annual reexamination. After the interview has been conducted and verifications are received, the family will be notified of the actual income-based rent amount in order to make a final determination of their choice between an income-based and flat rent. The rental payment choice form will be retained in the tenant file.

W. NRHA'S FLAT RENT METHODOLOGY

NRHA has set a flat rent for each public housing unit based on an assessment of the unit and what the rent charge would be for a comparable unit in the unassisted market in comparison to 80% of the Small Area Fair Market Rent (FMR) for this jurisdiction.

Setting Flat Rents Properly (24 CFR 960.253(b) and PIH 2014-12)

To calculate a flat rent, NRHA is required to:

- Calculate flat rents using a rent reasonableness methodology for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities.
- If the flat rent, as determined by the rent reasonableness study, is at least 80 percent of the Small Area FMR, NRHA will set flat rents at the amount determined by the rent reasonable study.
- If the flat rent, as determined by the rent reasonableness study, is less than 80 percent of the Small Area FMR, NRHA will set flat rents at no less than 80 percent of the Small Area FMR, subject to the utility adjustments. .
- If the FMR falls from the previous year, NRHA may, but are not required to lower the flat rent amount to 80 percent of the Small Area FMR.

In determining Flat Rent, NRHA will use the following methods:

- There is no utility allowance or reimbursement with flat rents. Instead, NRHA takes the utility payment into consideration in setting the flat rents. In two otherwise identical properties, the flat rent would be higher for the property with NRHA supplied utilities and lower for the property with tenant-paid utilities

Annual Review of Flat Rents (24 CFR 960.253)
At least once each year the PHA is required to review flat rent levels and make adjustments as needed to ensure that flat rents are consistent with HUD guidelines.

Residents paying flat rents would not have their flat rents adjusted (up or down) until their annual reexamination, even if the re-determination of the flat rent amount is completed mid-year.

The Schedule of Flat Rents is posted at the public housing developments and designated posting areas within NRHA.

X. NRHA'S CEILING RENT

The institution of flat rents, under QHWRA, has changed the future function and usefulness of ceiling rents. Some general principles concerning ceiling rents include:

- NRHA did have ceiling rents in effect on October 1, 1999 and therefore can option to continue these rents.
- Ceiling rents must mirror flat rents. (Flat rent plus utility allowance is equal to ceiling rent)

Chapter 7

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

INTRODUCTION

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

NRHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary NRHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of NRHA.

PART I. GENERAL VERIFICATION PROCESS

A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that NRHA or HUD determines is necessary to the administration of the program and must consent to NRHA verification of that information [24 CFR 982.551].

Consent Forms

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

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, NRHA will deny admission to applicants and terminate assistance of participants. The family may request an

informal review (applicants) or informal hearing (participants) in accordance with NRHA procedures.

B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy

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

NRHA Policy

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

Upfront Income Verification (UIV) – HUD's EIV system

Upfront Income Verification (UIV) – non HUD systems

Third Party Written – Tenant Provided

Third Party Written - verification form

Third Party Oral

Tenant Declaration

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

NRHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days from the date of interview or of PHA request date. The documents must not be damaged, altered or in any way illegible.

NRHA will accept documents dated within 90 days from the date of the interview 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, NRHA would accept the most recent report.

Print-outs from web pages are considered original documents.

NRHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to NRHA and must be signed in the presence of a NRHA representative.

File Documentation

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

C. ENTERPRISE INCOME VERIFICATION (EIV)

Enterprise income verification (EIV) refers to NRHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to NRHA.

NRHA Policy

NRHA will inform all applicants and participants of its use of the following EIV resources during the admission and reexamination process. EIV is not required with HOTMA for interim reexaminations

HUD's EIV system

NRHA will use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses. NRHA will access the EIV system and obtain an Income Report for each household during annual recertifications.

NRHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. In case of disputes, no adverse action can be taken against a family until NRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of NRHA if requested.

Definition of Substantial Difference

EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available" [HUD website, April 2004], HUD recommends using $200 per month as the threshold for a substantial difference. NRHA will therefore use $200 per month as the threshold for a substantial difference.

See Chapter 6 for NRHA's policy on the use of EIV to project annual income and for NRHA's threshold for substantial difference.

When No Substantial Difference Exists

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

When a Substantial Difference Exists

When there is a substantial difference between the information provided by the EIV source and the family, NRHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, and Social Security and SSI benefits for participant families. HUD requires NRHA to use the EIV system when available. The following policies will apply when NRHA has access to HUD's EIV system.

The EIV system contains the following reports which must be used by NRHA: failed verification report, the deceased tenant report, the multiple subside report, tenant income data report and income discrepancy report.

Enterprise Income Verification (EIV) Reports

The data shown on EIV reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

NRHA Policy

NRHA will obtain EIV reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

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

EIV reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits.

EIV reports will be retained in participant files with the applicable annual or interim reexamination documents.

When NRHA determines through EIV reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

Income Discrepancy Report

The Income Discrepancy Report is a tool for identifying families who may have concealed or under-reported income. Data in the Income Discrepancy Report represents income for past reporting periods and may be between 6 months and 30 months old at the time Income Discrepancy Report are generated.

Families who have not concealed or under-reported income may appear on the Income Discrepancy Report in some circumstances, such as loss of a job or addition of new family members.

NRHA Policy

NRHA will generate and review Income Discrepancy Report on a monthly basis. The Income Discrepancy Report threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing Income Discrepancy Report, NRHA will begin with the largest discrepancies.

When NRHA determines that a participant appearing on the Income Discrepancy Report has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from Income Discrepancy Report processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, NRHA will request third-party written verification of the income in question.

When NRHA determines through Income Discrepancy Report review and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system, and no income information will be displayed.

NRHA Policy

NRHA will identify participants whose identity verification has failed as part of the annual reexamination process.

NRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When NRHA determines that discrepancies exist due to NRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires NRHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

NRHA Policy

NRHA 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.

NRHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. NRHA will send a written request for verification to each required source immediately after securing a family's authorization for the release of the information and give the source 3 business days for faxed requests and 7 business days for mailed requested to respond in writing. If a response has not been received by the 4th or 8th business day, NRHA will request third-party oral verification.

NRHA 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, NRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification NRHA 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, NRHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, NRHA will use any information provided orally in combination with reviewing family-provided documents.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, NRHA will use the information from documents on a provisional basis. If NRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, NRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of NRHA's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

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

Certain Assets and Expenses

NRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

NRHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

NRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than $500 ***and*** the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

NRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, NRHA will rely upon review of documents when NRHA determines that a third party's privacy rules prohibit the source from disclosing information.

NRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, NRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost.

E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

If NRHA has determined that third-party verification is not available or not required, NRHA will use documents provided by the family as verification.

NRHA may also review documents when necessary to help clarify information provided by third parties. In such cases NRHA will document in the file how NRHA arrived at a final conclusion about the income or expense to include in its calculations.

F. SELF-CERTIFICATION

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to NRHA.

NRHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to NRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be notarized or signed in the presence of NRHA staff who shall sign as a witness to the signature.

PART II. VERIFYING FAMILY INFORMATION

G. VERIFICATION OF LEGAL IDENTITY

NRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at NRHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to NRHA and be signed in the presence of a NRHA representative or NRHA notary public. Legal identity will be verified as required.

H. SOCIAL SECURITY NUMBERS [24 CFR 5.216]

For every family member, the family must provide documentation of a valid social security number (SSN).

The NRHA requires review of the original Social Security card(s) for each household member. NRHA will accept the following documents as evidence if the SSN is provided on the document:

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

NRHA requires all members of applicant households and all other members of participant households - including children under the age of six - to meet the SSN disclosure and documentation requirements. There are two significant exceptions to the SSN disclosure and documentation requirement:

- Participants age 62 or older as of January 31, 2010, are exempt from the new SSN disclosure and documentation requirements.
- Participants who have already disclosed a valid SSN are exempt from disclosing and documenting the SSN again.

Applicants must meet the SSN disclosure and documentation requirements when their eligibility is being determined. Eligible applicants may retain their place on the waiting list until they are able to fulfill the SSN requirements. However, they may not be admitted until they disclose and document the complete and accurate SSN assigned to each member of the household.

The NRHA will require documentation of the SSN within 60 calendar days from the date of the preliminary interview.

Participants who are subject to the new SSN disclosure and documentation requirements must meet the requirements at the next interim or regularly scheduled reexamination of family composition or income, or other reexamination or recertification for the program involved.

NEW MEMBERS: Under the proposed rule, the time frame for SSN disclosure and documentation by participant households requesting to add a new member depends on the age of the new member.

- For a new member age six or older, participants must meet the requirements either at the time of their request or "at the time of processing the interim reexamination or recertification of family composition that includes the new member."
- For a new member under age six, participants must be allowed at least 90 days to meet the requirements and must be given an additional 90 days if they have been prevented from meeting the requirements by circumstances "that could not have reasonably been foreseen and were outside" their control. During the 90- or 180-day period, the new member must be included in the assisted household and must be accorded "all the benefits of being a household member."

I. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

NRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, NRHA will require the family to submit other documents that support the

reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously assisted occupancy.

J. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Certification by the head of household is normally sufficient verification. If NRHA has reasonable doubts about a marital relationship, NRHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

Certification by the head of household is normally sufficient verification. If NRHA has reasonable doubts about a separation or divorce, NRHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

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

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

Absence of Adult Member

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

Foster Children and Foster Adults

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

K. VERIFICATION OF STUDENT STATUS

NRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or co-head, or

The family claims a child care deduction to enable a family member to further his or her education.

The family claims an income exclusion because the student is receiving earned income and only the first $480 is included as income.

L. DOCUMENTATION OF DISABILITY

NRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. NRHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. NRHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If NRHA receives a verification document that provides such information, NRHA will not place this information in the tenant file. Under no circumstances will NRHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

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

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions].

NRHA Policy

For family members claiming disability who receive disability benefits from the SSA, NRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available, or HUD's Tenant Assessment Subsystem (TASS). If documentation from HUD's EIV System or TASS is not available, NRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), NRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to NRHA.

Family Members Not Receiving SSA Disability Benefits

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

NRHA Policy

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

M. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

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

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

U.S. Citizens and Nationals

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

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

NRHA Policy

Family members who claim U.S. citizenship or national status will be required to provide additional documentation such as a birth certificate.

Eligible Immigrants

Documents Required

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

The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

NRHA Verification

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

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

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

N. VERIFICATION OF PREFERENCE STATUS

NRHA must verify any preference claimed by an applicant who is involuntarily displaced and/or disabled.

NRHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. NRHA will verify this preference using NRHA's termination records.

PART III. VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides NRHA policies that supplement the general verification procedures specified in Part I of this chapter.

O. EARNED INCOME

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

P. BUSINESS AND SELF-EMPLOYMENT INCOME

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted, and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

If self-employed 13 months or more, NRHA will require IRS transcripts up to but not more that past three (3) years.

NRHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination NRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, NRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months NRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

Q. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, NRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), NRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to NRHA.

To verify the SS/SSI benefits of participants, NRHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, NRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) NRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to NRHA.

R. ALIMONY OR CHILD SUPPORT

The way NRHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be sought in the following order.

If payments are made through a state or local entity, NRHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments

Verification of Child Support payments may be obtained electronically from the Child Support enforcement web site located at www.dss.va.gov you must have the participants case number and along with entering the case number the last four digits of the participants Social Security number must be entered. This is only for court support payments in Virginia.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

If no child support is being received a "No Child Support Affidavit" must be completed for each child whom no support is being received.

S. ASSETS AND INCOME FROM ASSETS

NRHA will use an average for the most recent three (3) months balance for checking accounts and the most recent current balance for savings accounts.

HOTMA Assets Revision: Asset Limitation at Annual and Interim Reexaminations
(24 CFR § 5.618)

NRHA has the following policy options at annual and interim reexaminations for asset limitation at Annual and Interim examination:
NRHA will fully enforce the asset limitation exactly as written in the statute (i.e., the real property requirement and the $100,000 net family assets requirement). NRHA will delay the initiation of termination proceedings for up to 6 months from the effective date of the reexamination.

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. NRHA needs to verify only those certifications that warrant documentation.

NRHA Policy

NRHA will verify the value of assets disposed of only if:

NRHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a $10,000 certificate of deposit at the last annual reexamination and NRHA verified this amount. Now the person reports that she has given this $10,000 to her son. NRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, NRHA will verify the value of this asset.

T. NET INCOME FROM RENTAL PROPERTY

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property

providing an estimate of expenses for the coming year and the most recent IRS

Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, NRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

U. RETIREMENT ACCOUNTS

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, NRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, NRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, NRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

V. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6.

NRHA must obtain verification for income exclusions only if, without verification, NRHA would not be able to determine whether the income is to be excluded. For example: If a family's 16-year-old has a job at a fast food restaurant, NRHA will confirm that NRHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

NRHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, NRHA will report the amount to be excluded as indicated on documents provided by the family.

W. ZERO ANNUAL INCOME STATUS (HOTMA REVISION)

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NRHA will no longer conduct zero income review for zero income families. Instead, NRHA will monitor zero income families in EIV to identify increases in income.

PART IV. MANDATORY DEDUCTIONS

X. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that NRHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 for a full discussion of this deduction. NRHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. NRHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

Y. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Chapter 6.

Amount of Expense

NRHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case NRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. NRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, NRHA must verify that:

- The household is eligible for the deduction.

- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.

Costs incurred in past years are counted only once

• HOTMA Hardship Exemption Medical expenses

- NRHA defines a hardship for medical expenses as Health/Medical Care Expenses & Reasonable Attendant Care & Auxiliary Apparatus Expenses that 5% of total income constitute a hardship for the purposes of the general relief hardship exemption for health and medical care expenses and reasonable attendant care & auxiliary apparatus expenses. NRHA will allow one 90-day extension for this family hardship. NRHA will obtain third-party verification of the hardship will document in the file the reason that third-party verification was not available. NRHA will complete a written third-party verification prior to the
- end of the 90-day hardship period

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. NRHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in this chapter.

Qualified Expenses

To be eligible for the medical expense deduction, the costs must qualify as medical expenses. See Chapter 6 for NRHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expense deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, NRHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

Z. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

NRHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, NRHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in Chapter 7 above).
- The expense permits a family member, or members, to work (as described in Chapter 6.
- The expense is not reimbursed from another source (as described in Chapter 6).
- The expense does not exceed the amount of the earned income of the individual freed for work.

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. NRHA will verify that the expense is incurred for a person with disabilities (See 7-20.F.).

Family Member(s) Permitted to Work

NRHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

NRHA Policy

NRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See Chapter 6).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

AA. CHILD CARE EXPENSES

Policies related to child care expenses are found in Chapter 6.. The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, NRHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable if seeking employment or furthering education.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. NRHA will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

NRHA Policy

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

NRHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

Information to be Gathered

NRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible NRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases NRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to NRHA any reports provided to the other agency.

In the event third-party verification is not available, NRHA will provide the family with a form on which the family member must record job search efforts. NRHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

NRHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

NRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

NRHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

NRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

Reasonableness of Expenses

Only reasonable child care costs can be deducted for seeking employment or furthering education.

The actual costs the family incurs will be compared with NRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. NRHA will use local welfare agency guidelines.

If the family presents a justification for costs that exceed typical costs in the area, NRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

BB. EXHIBIT 7-1 EXCERT OF HUD VERIFICATION GUIDE

EXHIBIT 7-1: EXCERPT FROM HUD VERIFICATION GUIDANCE NOTICE (PIH 2004-01, pp. 11-14)

Upfront (UIV)	**Highest (Highly Recommended, highest level of third party verification)**
Written 3rd Party	**High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)**
Oral 3rd Party	**Medium (Mandatory if written third party verification is not available)**
Document Review	**Medium-Low (Use on provisional basis)**
Tenant Declaration	**Low (Use as a last resort)**

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				
Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. **Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.					

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. **Note:** The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may accept an original SSA Notice from the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. **Note: The PHA must document in the tenant file, the reason third party verification was not available.**	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. **Note: The PHA must document in the tenant file, the reason third party verification was not available.**
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	**Note:** The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. **Notarized statement should include a perjury penalty statement.**
Note: The PHA must not pass verification costs along to the participant.					
Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)					

EXHIBIT 7-2: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [PH GB, pp. 5-9 and 5-10]

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to NRHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
• Form I-94 Arrival-Departure Record annotated with one of the following:
  • "Admitted as a Refugee Pursuant to Section 207"
  • "Section 208" or "Asylum"
  • "Section 243(h)" or "Deportation stayed by Attorney General"
  • "Paroled Pursuant to Section 221 (d)(5) of the USCIS"
	• Form I-94 Arrival-Departure Record with no annotation accompanied by:
	  • A final court decision granting asylum (but only if no appeal is taken);
	  • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
	  • A court decision granting withholding of deportation; or
	  • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

• Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".	Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Chapter 8

TRANSFER POLICY

INTRODUCTION/GENERAL TRANSFER POLICY

It is the policy of NRHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements.

Transfers will be made without regard to race, color, sex, religion, national origin, marital status, disability, familial status, sexual orientation, gender identity, source of income.
Residents can be transferred to accommodate a disability.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

NRHA will always consider a request to transfer as a reasonable accommodation for a person with a disability. Except in emergency situations, Property Management may deny transfers when the **family is not in good standing** with NRHA **due to serious or repeated lease violations.** This may include non-payment of rent, housekeeping, history of disturbances, destruction property, etc.

It is the policy of the NRHA not to grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.

Whenever feasible, transfers will be made within a resident's area.

For purposes of this transfer policy the "sending development" refers to the unit the family is leaving and the "receiving development" refers to the unit to which the family is transferring.

The Executive Director of NRHA is authorized to create special categories of applicants and/or program participants who apply for a voucher to meet special circumstances (e.g., relocation, consent decree requirements, legal opinions, reasonable accommodations requiring an immediate transfer who cannot otherwise be accommodated by a unit in NRHA's existing portfolio, etc.), and to develop and implement specific rules for accepting and processing applications from individuals identified as members of these special categories.

Vouchers or other assistance provided to Special Category participants may be restricted in their use based upon funding availability.

Security Deposits

- NRHA will charge the families for any damages to the previous unit.
- Security deposits will be transferred from the sending development to the receiving development.
- Move-out charges will be posted to the new unit. The office of the receiving development is responsible for collecting any maintenance charges due NRHA.
- Residents transferring to North Wellington or Scattered Sites will be required to pay a security deposit of $200.00. If the amount transferred is less than $200.00 the resident will have to pay the balance within 30 days of transferring.

A . TYPES OF TRANSFERS

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

Emergency Transfers are **mandatory** when NRHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; protect members of the household from attack by the criminal element in a particular property or neighborhood; or to comply with the Violence Against Woman's Act (VAWA).

NRHA will authorize an emergency transfer for a participant family when the resident's unit has been damaged by fire, flood, or other cause to such degree that the unit is not habitable, provided that the damage was not the result of an intentional act on part of the resident, resident's family, or guests of the resident.

These transfers shall take priority over new admissions.

Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to NRHA with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by NRHA (e.g. moving a person with mobility problems to a unit with accessible features).

Category 2 Administrative transfers correct serious occupancy standards problems.

These transfers shall take priority over new admissions.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 5 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions.

They will be processed at the rate of not to impose an administrative or maintenance burden on NRHA.

Incentive Transfers: Incentive Transfers are offered to residents without regard to their race, color, religion, sex, disability, or familial status, who have good rental histories and want to move to units other than those they currently occupy. These transfers are further described below.

These transfers are for NRHA's transitional housing program and will take priority over new admissions. New admissions will not be offered scattered site units, unless no eligible resident can be found for a scattered site unit. NRHA will house a family from the wait list to take advantage of the available unit.

B. TRANSFER WAIT LIST MANAGEMENT

A staff person in Property Management will be designated as the Transfer List Coordinator. This person will be responsible for maintaining the Transfer Wait List, communicating with Eligibility/Maintenance, initiating the offer process and assuring all of the necessary documentation is completed.

1. In certain circumstances, transfers will be considered first before referral for the waiting list. However, due consideration shall be given to the number of vacant units prior to any transfer.
2. If for any reason the number of vacancies is significant to the extent that the transfers would place the Authority in a position of operational instability, restrictions such as a three to one (3:1) ratio of new move-ins from the waiting list to transfer from within will be imposed to maintain financial stability of the program and operations (97-98% lease-up to be used as a guideline).

3. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life endangering conditions, as may be cause for transfer cannot be restricted by operational objectives.

C. TRANSFER REQUEST AND APPROVAL PROCEDURE

1. A centralized transfer waiting list will be administered by NRHA's Property Management. Managers are responsible for submitting requests for transfer including necessary documentation, to the central transfer administrator. Managers will then be notified by the Property Management on the status of the transfer.

2. Transfers will be sorted into their appropriate categories by NRHA. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by NRHA.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.

4. Residents in a Category 2 over/under housed status will be advised in writing that a transfer is recommended and that the family has been placed on the transfer list.

5. The ratio of transfer to admission shall be determined based on the need and vacancies of the NRHA; however as a general rule of thumb, the NRHA will try and maintain a 3:1 ratio.

Transfer Processing Request Forms

1. Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager stating the reason a transfer is being requested. Forms are not to be submitted for possible future events such as birth of a child or may get a live-in aide. The Transfer Request Form will also be used to document requests initiated by the NRHA.

2. The property manager will evaluate the request and obtain the proper verification to determine if a transfer is justified. (Refer to General Statement.)
   If the interview/verification process reveals that there is a problem at the family's present site, the manager will address the problem and once solved to the manager's satisfaction, the request for transfer may be approved, otherwise the request will not be approved based on the criteria.

3. All transfer requests must be forwarded to the Transfer List Coordinator on a timely basis with the appropriate documentation attached. This will assure proper placement on the wait list. If documentation cannot be obtained within 30 calendar days of the request, a new request (date and time) must be submitted.

4. The approved transfer request form will be kept in a file arranged by rank order of Transfer List, date and time of the request, and then by bedroom size.

5. If the request is approved, the Transfer List Coordinator will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and/or bedroom size needed.

6. If the request is denied, the Transfer List Coordinator will send the family a Transfer List Notification stating the reason for denial and offering the family an opportunity for an informal conference if they disagree with the decision.

D. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household has been a resident of NRHA in his/her **current unit** for at least one year and the head of household and any other family members for the past two years:

   - have not engaged in criminal activity that threatens the health and safety of residents and staff (NRHA will review court records for activity);
   - do not owe back rent or other charges, or evidence a pattern of late payment, term agreement balances are excluded from back owed rent if paid timely per agreement;
   - meet reasonable housekeeping standards and have no housekeeping lease violations; and
   - can get utilities turned on in the name of the head of household (applicable only to those select properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for reasonable accommodation, safety/security, and emergency transfers or when it is to NRHA's advantage to make the transfer. The exception to the good record requirement will be made by the NRHA's Director of Property Management taking into account the recommendation of the Manager.

   Absent a determination of exception, the following policy applies to transfers:

   - If back rent is owed, the resident will not be transferred until back rent is paid in full.

- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

3. Transfers will be handled on a case-by-case basis in accordance with the following requests:
   - Request for reasonable accommodation for person with disabilities.
   - Request in accordance with the Violence Against Women Acts (VAWA).
   - Request for emergency transfer due to safety and security concerns or inhabitable living conditions.

E. INCENTIVE TRANSFERS

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability, or familial status, who have good rental histories and want to move to units other than those they currently occupy.

   a. Incentive Transfers- NRHA will occupy recently modernized and scattered site units through incentive transfers, no applicants shall be admitted directly to scattered site units. Depending on NRHA's vacant status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. NRHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
   b. Resident request for incentive transfers should be made to the Housing Manager. Managers may also recommend a resident for an incentive transfer. In order to be considered for an incentive transfer the following conditions must be met:
      i. Residency in a NRHA development for at least two years.
      ii. No repayment agreement or unpaid balance at any time in the past two years.
      iii. No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the applicant's file.
      iv. Good housekeeping record.

2. Incentive Transfers are Category 2 administrative transfers. Scattered site incentive transfers will take precedence over new admissions, and modernization incentive transfers may take precedence over new admissions.

3. No exceptions will be granted for the good record requirement for incentive transfers.

F. WAIT LIST MAINTENANCE AND OFFER PROCESS

The receiving development may request the resident's file for review, prior to making a decision on the requested transfer. (Refer to General Statement.)

ACCEPTING AN OFFER

A. The Transfer List Coordinator will contact the property manager regarding the unit available for transfer. The Property Manager will contact the resident and schedule an appointment for showing the unit. **The appointment should be scheduled within two (2) working days.**

B. The Resident will be given **the opportunity to accept the unit at the appointment**

C. The time frame between the **"appointment to show the unit" and "lease-up"** should be as short as possible, and keys for the former unit should be returned **within five (5) days of signing the new lease or within two (2) days for NRHA relocated moves.**

D. Efforts will be made to schedule the transfer over a weekend when possible, or to show the resident the unit when it becomes vacant (will allow more time to prepare for the move).

Example: Wednesday/Thursday – Appointment – Resident accepts the unit.
Friday – Resident signs lease for new unit and is given keys.
Wednesday – Keys for former unit returned and inspection completed.

If over five (5) days or two (2) days for NRHA relocated moves, the resident will be charged rent for both units.

E. **All personal belongings must be removed from the unit**, the unit must be "broom swept" clean, and keys returned at the end the of the five (5) day period or two (2) day period for NRHA relocated moves, otherwise, charges will be assessed.

REFUSING AN OFFER

A. All NRHA mandated under-housed and health safety transfers and transfers requested by tenants shall be provided one offer of a suitable unit. Authority mandated over-housed transfers and Authority mandated modernization, demolition, disposition or substantial rehabilitation transfers will be entitled to receive two (2) suitable offers. In any event, an offer shall not count if the unit is unsuitable or would result in an undue hardship. Any tenant who fails to accept a suitable unit within the established number of offers or fails to respond, shall be removed from the Transfer register. Any tenant removed from the Transfer Register for this reason cannot apply for another transfer based on the same priority code and supporting documentation for a period of twelve (12) months.

B. If a family is on the transfer list and refuses an offered unit, they will be removed from the transfer list unless NRHA determines that the refusal was made for good cause. If so,

the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered. All offers will be documented and reason for refusal will be documented.

1. Good cause may be any of the following reasons:

- The new unit is more than 5 miles from the place of employment of at least one member of the family.
- The new unit is more than 5 miles from the school or job training program that at least one adult member of the family is attending.
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.
- The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

C. Transfer due to emergencies, such as fire, flood, storm or other reason, NRHA will make every effort to offer the family an appropriate sized unit as defined in the occupancy standards.

1. Once transferred the new unit is to be considered permanent housing and the family will not be returned to the old unit upon completion of the repairs.

D. NRHA shall promptly notify such tenant in writing after the rejection of the required suitable offer(s) that NRHA has discharged its obligation to the tenant, that he/she remains in the unit at his/her own risk, and that NRHA assumes no liability for his/her condition relating to the transfer. This notice shall also inform the tenant of the right to request a grievance hearing in connection with the offer.

E. Failure of the tenant to accept a suitable unit within the established number of offers for mandated transfers shall be ground for termination of the lease.

G . PROCESSING IN AND OUT OF DEVELOPMENTS

A transfer will require good coordination and communication between the receiving and sending developments. Both sending and receiving developments involved must have a definite agreement as to when the receiving development will "transfer" the resident. *(Note: The receiving development is responsible for completing the "transfer process").*

A transfer between developments will not be considered a move-out.

- There will be no lapsed time between move-out and move-in. Effective dates must not overlap nor will both developments carry the resident on their books at the same time.
- The resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time.

The transferred resident, between public housing developments, does not have to meet the admission eligibility requirements pertaining to income or preference.

Rent Adjustments

NRHA will notify the resident of the rent change by use of a new Lease. The rent will be pro-rated as outlined in the Lease Agreement.

Reexamination Date

The date of the transfer may change the reexamination date. The receiving development should be certain that the annual review is properly scheduled to give the staff time to re-determine rent in order to meet the established reexamination date. If the reexamination is in process, the receiving development will assume responsibility for completion.

The sending development will send the family's file to the receiving development once they have been notified that the family has accepted the unit and before the family is leased up. The receiving development will not attempt to lease up a family without possession of the family's file.

H . GRIEVANCE RIGHTS

Families disagreeing with the determination may grieve the decision. See Chapter 13, Complaints, Grievances and Appeals.

I. EXTRAORDINARY CIRCUMSTANCES

Placement on Section 8 Waiting List: Current residents of Public Housing who must be relocated from a unit, due to documented health and safety issues, as well as modernization activities, or other special circumstances as approved by the Property Management Director, where no suitable unit has been available within one year within the NRHA inventory. Preference is given regardless of the status of the waiting list (open or closed). All applicants qualifying for this preference must be placed on the waiting list and their eligibility properly documented.

J. COST OF TRANSFERS

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, incentive transfers and voluntary transfers. Transfers required by NRHA for reasonable accommodations, or relocation due to revitalization, or major repairs not a result of tenant action will be paid for or made by NRHA. The resident will pay all moving costs related to the transfer, except when the transfer is due to inhabitability, through no fault of the resident, or the need of NRHA.

Chapter 9

LEASING
[24 CFR 966.4]

INTRODUCTION

It is NRHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the NRHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

GENERAL LEASING POLICY

A. General Terms

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.

2. The lease shall be signed by the head, spouse, and co-head and by the Executive Director or other authorized representative of NRHA, prior to actual admission.

3. If a resident transfers from one NRHA unit to another, a new lease will be executed for the dwelling into which the family moves.

4. 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:
   a. A new lease agreement will be executed, or
   b. A Notice of Rent Adjustment will be executed, or
   c. An appropriate rider 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 by the Executive Director or other authorized representative of NRHA.

5. Residents must advise NRHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, in writing, secure the unit and provide a means for NRHA to contact the resident in an emergency. Failure to advise NRHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, NRHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, NRHA will contact the applicant to set up a date to show the unit.

2. Once the unit is shown and the applicant accepts the unit, NRHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then evaluated by NRHA for a "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

- Except for natural births to or 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.
- Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support.
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, NRHA will conduct pre-admission screening of any proposed new adult member to determine whether the NRHA will grant such approval.

Children under the age below which Juvenile Justice records are made available or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.

3. Examples of situations where the addition of a family 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 family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household;

4. Residents who fail to notify NRHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without NRHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on NRHA premises that would be a lease violation.

- Visits in excess of 72 hours must be reported to or approved by the Manager at the inception of the visit, indicating the dates of arrival and departure.
- Visits of more than 14 calendar days shall be authorized only by the Property Manager with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

7. Residents will not be given permission to allow a former resident of NRHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
   - The resident shall report the move-out within 10 calendar days of its occurrence.
   - These individuals may be readmitted to the unit after meeting qualification standards.
   - Medical hardship or other extenuating circumstances shall be considered by NRHA in making determinations under this area.

9. Additions to the household must pass NRHA's screening criteria and the current unit must be an appropriate size to accommodate the addition of the household member.

A . LEASE ORIENTATION

Prior to the occupancy of the unit and before the execution of the lease, a NRHA representative will provide a lease orientation to the family head, spouse, and other adult household members. The orientation may be conducted with more than one family.

Orientation Agenda

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

- A copy of the Lease
- A copy of the NRHA's lease and grievance procedure
- A copy of the House Rules
- No Smoking Policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements

- Pet Policy

VAWA requires NRHA to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

NRHA Policy

The NRHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of NRHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The NRHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA. The NRHA Security Manager is responsible for reviewing and investigating all VAWA inquires and concerns.

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renew for terms of 12 months, and an annual recertification process is required in order for the Lease to be renewed. The recertification process is not completed unless the community service requirements are being met and in compliance with HUD requirements.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, co-head and by an authorized representative of NRHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and NRHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current NRHA

policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one NRHA unit to another (with reexamination date changing based on new community's route schedule).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names and ages of all household members are listed on the lease at initial occupancy and on the tenant's Personal Declaration each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Change" by NRHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to NRHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

NRHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by NRHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, NRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by NRHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

   ☐ Resident plans to marry;

   ☐ Resident is awarded custody of a child over the age for which juvenile justice records are available;

   ☐ Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren).

   ☐ A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:

   ☐ Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Residents who fail to notify NRHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by NRHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

4. Family members over 17 who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify NRHA in writing of the move-out within 10 days of its occurrence.

   These individuals may be readmitted to the unit if they meet the criteria set forth in NRHA Procedure.

   NRHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

Before offering a vacant accessible unit to a non-disabled applicant, NRHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the NRHA's control, who has a disability that requires the special features of the vacant unit.

- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

NRHA will require a non-disabled applicant to agree to move to an available non-accessible unit within a reasonable time period when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement is a provision of the lease agreement.

F. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Utility must be in the name of the Head of Household, Co-head, or spouse.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

G. SECURITY DEPOSITS

Security Deposit
New tenants must pay a security deposit to NRHA at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

NRHA will hold the security deposit for the period the tenant occupies the unit.

NRHA 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 exceeds normal wear and tear;
- Other charges under the Lease.

NRHA will refund the Security Deposit less any amounts owed, within 45 days after move out and tenant's notification of new address.

NRHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. NRHA will return the Pet

Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

NRHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, NRHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to NRHA. All keys to the unit must be returned to the Management upon vacating the unit.

NRHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit and bill the tenant for any maintenance or other charges.

If the tenant moves to another subsidized unit in a different housing program (i.e. LIPH to PBV) after having been drawn off the master waiting lists, residents will be required to pay $200. If the amount transferred is less than $200.00 the resident will have to pay the balance within 30 days of transferring.

Pet Deposit
(See chapter on Pet policy.)

H. RENT PAYMENTS

The tenant rent is due and payable at the NRHA-designated location on the 1st of every month.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit and bill the tenant for any maintenance or other charges.

I. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the close of business on the 7th day of the month a Notice to Vacate will be issued to the tenant with a 14-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

A charge which is commensurate with the charge assessed to NRHA's bank account for the returned check will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the close of business on the 7th of the month, the rent will be considered unpaid.

J. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office, and they will be provided to applicants and tenants upon request.

K. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

> Posted in at least two conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

L. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement, HUD regulations, state law, and as stated in this policy.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

NRHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by NRHA staff and the tenant, will be kept in the tenant file.

Vacate Inspections

Property management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. NRHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists NRHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

NRHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS).

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 30 calendar days to correct noted items. A follow-up inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by NRHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by NRHA.

Required corrections will be repaired by NRHA within 20 days of the inspection date. Corrections will be repaired in accordance with HUD requirements or NRHA procedure, whichever is most stringent.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

Quality Control Inspections

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which NRHA can be of service to the family.

NRHA staff will conduct quality control inspections on at least 5% of units or the mandatory minimum per the HUD protocol.

The purpose of these quality control inspections is to assure that the inspections were performed properly and repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

Special Inspections
Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation. Maintenance staff will also conduct an inspection anytime they are in the unit for a tenant reported issue.

HUD representatives or local government officials may review NRHA operations periodically and as a part of their monitoring may inspect a sampling of the NRHA's inventory.

If a special inspection is conducted, the NRHA will leave notice that they were in the unit and the reason for the special inspection.

Other Inspections
The PHA will periodically conduct drive through and walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Emergency Inspections
Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours
The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

1. Fires – call the Fire Department at 911 before contacting Maintenance.
2. Flooding
3. Inoperable smoke detectors
4. Inoperable exterior door locks
5. Power outages
6. Unhealthy/inadequate water supply
7. Broken window
8. No window locks
9. Overflowing/stop up/nonfunctioning toilet
10. Refrigerator/stove not working
11. Broken elevator at Bobbitt, Partrea, Sykes
12. Someone stuck in the elevator
13. Natural gas odor
14. Hot water heater leaking
15. No air conditioning when outside temperature is 75 degrees or above between May 15 and October 15 – Midrises only.
16. No heat when outside temperature below 55 degrees between October 15 and May 15.
17. Lead based paint hazards
18. NRHA property / security damage

19. Environmental toxins
20. Asbestos exposure
21. Carbon monoxide detector warning
22. Fire watch

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below)

Entry of Premises Notices

NRHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

NRHA will provide the family with 72-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member may be present in the unit but not required during the Annual inspection.

Reasons NRHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call NRHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

NRHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason that has hindered the inspection. NRHA may request written verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the PHA to enter. At the time the work is repaired, an inspection shall be conducted by the Maintenance Staff member to assure that the unit still meets HUD requirements, is in safe condition, and there are no further items in need of repair.

Non-Inspection Emergency Entry

NRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

Family Responsibility to Allow Inspection

NRHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-

eight hour written notice will be considered reasonable in all cases, except emergencies.

NRHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason which has hindered the inspection. NRHA may request written verification. If the resident refuses to allow the inspection, the resident will be in violation of the lease and NRHA will notify the family of its intended action.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 30 calendar days by housing management staff.

If the family fails to comply with the re-inspection, it can result in lease termination. If the family is issued another Housekeeping Citation within 30 days of the reinspection, the family will be summoned for a lease violation conference.

Citations will be issued to residents who purposely disengage the unit's smoke detector.

Repeated citations will be considered a violation of the lease.

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 which could be charged against the tenant's security deposit under state law or court practice.

Chapter 10

PET POLICY
[24 CFR 5.309]

A . INTRODUCTION

PHAs have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains NRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of NRHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of NRHA.

The purpose of this policy is to establish NRHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. NRHA also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service animal.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Norfolk Redevelopment and Housing Authority (NRHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in NRHA owned properties.

A common household pet, for the purposes of NRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, fish, turtle, hamster, gerbils, or guinea pigs that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pets, does not include reptiles or exotic animals. This definition includes animals that are used to assist persons with disabilities.

Residents may own up to two pets. Only one dog or cat will be allowed. Possession of both types of household pets in the same unit is prohibited.

B. EXCLUSION FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

NRHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit NRHA's developments and dwelling units. 24 CFR 5; 24 CFR 960.705. The exclusion applies to animals that reside in developments for the elderly or persons with disabilities. NRHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing NRHA's reasonable accommodation process.

- The animal has been trained to assist persons with the specific disability (example, seeing eye dog); and

- The animal actually assists the person with a disability.

Companion Service Animal

Distinction is hereby given to "companion animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "companion animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other "auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing NRHA's reasonable accommodation process.

NRHA will require verification that the applicant is a "qualified individual with disabilities" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit #3)

Upon receipt of verifications, NRHA will approve the request.

Residents requiring more than one pet as either a "companion animal" or "service animal" must submit a request to NRHA for reasonable accommodations.

C. MANDATORY RULES FOR RESIDENTS WITH PETS

In accordance with 24 CFR 960.707, NRHA hereby sets forth the following rules for pet ownership in its conventional housing units:

Registration

1. The Resident must request and receive written formal approval from the NRHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form" (NRHA PM Form, Exhibit "5"). The resident can bring a photo of the pet.

2. Residents registering cats, dogs, or other four-legged animal, after receiving

written approval for pet ownership, will be issued a sticker, a red "P," to be displayed on the front door or window of the dwelling unit. Said sticker will identify the unit to NRHA staff or law enforcement officials as having the Pet Addendum with the housing authority. Residents will also be issued a tag to be placed on the collar of the cat, and/or dog. (Exhibit "5")

3. Registration of the pet shall include a photograph being taken by the resident or NRHA and retained on file with NRHA PM Form, Exhibit "5" on the left-hand side of the resident's folder. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit. (Exhibit "5")

4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet. See NRHA PM Form, Exhibit "5".

5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.

2. Must adhere to the breed restrictions in this policy

3. Must be spayed or neutered, must be housebroken, must have all vaccinations and must be licensed as specified now or in the future by State law or local ordinance.

4. Doghouses located outside any dwelling unit are prohibited.

Cats

1. The weight of a cat cannot exceed ten (10) pounds (fully-grown).

2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

Dog/Cat—Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on NRHA PM, (Exhibit #4).

Birds

1 . Maximum number: 2
2. Must be enclosed in a cage at all times.
3. No exotic birds allowed

Fish

If the pet is fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fishbowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over. No exotic birds allowed.

Rodents (are not allowed.)

Vaccinations

If the pet is a cat, dog, or other four-legged animal, it must have received rabies and distemper vaccinations or boosters, as applicable. The resident shall provide the NRHA with evidence of vaccinations certified by a licensed veterinarian or a State or local authority empowered to vaccinate animals (or designated agent of such an authority) stating that the pet has received all vaccinations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on NRHA PM Form Exhibit "4".

Licensing

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name, address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all pets, NRHA will require its residents to comply upon appropriate

notice.

Sanitary Conditions

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

- Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
- Pet waste may be disposed in designated areas for the development (pet waste stations or dumpsters).
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a $25.00 charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a $25.00 charge will be levied to the resident's account.
- Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

General Provisions

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by NRHA for **extermination of fleas, ticks, and other animal related pests**, will be deducted from the pet security deposit after either the pet is removed or the resident vacates. Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an "as needed" basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The NRHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet, or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local

public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.

5. The weight of all four-legged animals, other than dogs, cannot exceed 10 pounds with height not to exceed 15 inches from the front shoulder of the animal.

6. Pets may not be bred or used for any commercial purposes on NRHA property.

D. CONTROL OF ANIMAL

1. If the pet is taken outside, it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited. No animal shall be permitted to be loose outside the unit.

2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. NRHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on NRHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.

3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of $25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

E. UNATTENDED PETS

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to NRHA staff that a pet has been left unattended for more than a ten- (10) hour period, NRHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

F. PROHIBITED PETS

1. NRHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.). NRHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as "debarking."

2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as Bonafide "service animals". (Snakes and reptiles are considered exotic pets.)

3. Animals who would be allowed to produce offspring for sale.

4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.

5. Animals of species commonly used on farms.

6. Non-human primates.

7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.

8. Pot-bellied pigs.

9. Snakes, lizards, spiders, chickens.

10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

    - Any animals whose weight could exceed 25 pounds by adulthood.
    - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
    - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
    - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
    - Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

Tenants must adhere to the restrictions on numbers and types of pets.

G. PET POLICY VIOLATION PROCEDURES

NRHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. NRHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

Notice of Pet Policy Violation

If NRHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

1. NRHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

- State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;

- State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

Pet Policy Violation Private Conference

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, NRHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and NRHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. NRHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice for Pet Removal

If the pet owner and NRHA are unable to resolve the Pet Policy violation at the pet rule

violation private conference, or if a representative of NRHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the NRHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;

2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and

3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy

NRHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and

2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

NRHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

H. SCHEDULE OF PET FEES AND INITIAL DEPOSIT FEE

(Pet Fee and One Time Deposit is required for each pet at the time of registration)

Type of Pet	Fee	Deposit
Dog	$25	$150
Cat	$25	$150
Fish	$0	$0
Caged Pets	$0	$0

Note: The above schedule is applicable for each pet; therefore, if a resident pet owner has more than one pet he or she must pay the applicable fee and deposit for each pet.

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF NRHA PRIOR TO THE ADOPTION OF THIS POLICY ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS OR FEE REQUIREMENTS. RESIDENTS SIGNING PET POLICY ADDENDUM'S FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING FEES FOR ANY NEW OR ADDITIONAL PETS.

The entire fee (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum or in accordance with this policy. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The Pet fee shall be paid at the time of approval of the pet and all proof of vaccinations and other requirements shall be made available to the NRHA at such time. The Pet Fee is not reimbursable, nor will it be prorated in the event of move-out before the annual reexamination date. The pet deposit shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE PET FEE.

Pet Deposits

Under extenuating circumstances, NRHA will allow gradual payment of the deposit in accordance with the following:

- An initial payment of $50 on or prior to the date the pet is properly registered and brought into the apartment, and;
- Monthly payments in an amount no less than $50 until the specified deposit has been paid.
- NRHA reserves the right to change or increase the required deposit by amendment to these rules.
- NRHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.
- NRHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.
- NRHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, NRHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by NRHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

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

- Common areas of the project.

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

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If NRHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of the lease (a serious violation) and the NRHA will issue a termination notice in accordance with of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.

I. FORMS

PET POLICY ADDENDUM

Norfolk Redevelopment and Housing Authority

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

Section I. Pet Ownership

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to two pets. If one of the pets is a dog or cat, (or other four-legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.

2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian, certified on NRHA Form Exhibit "4", and/or staff of the local humane society. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof

litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed 25 pounds (fully-grown). All other four-legged animals are limited to ten (10) pounds (fully-grown). The height of all four-legged animals cannot exceed 15 inches from the front shoulder of the animal.

3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

5. If the pet is a cat or dog, it must have received rabies and distemper vaccinations or boosters, as applicable. Evidence of vaccinations can be provided by a statement/bill from veterinarian, certified on NRHA Form Exhibit "4", or by staff of the Humane Society and must be provided before the execution of the Pet Policy Addendum.

6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside, it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.

7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.

8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to NRHA staff that a pet(s) has been left unattended for more than an ten (10) consecutive hour period, NRHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, NRHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.

9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to NRHA prior to the execution of this agreement and upon request by the NRHA at any time following the inception of the Pet Policy Addendum.

10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet policy addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of NRHA's Pet Policy.

11. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for the residents unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged $25 for the removal of the waste.

12. Prohibited Animals: Animals or breeds of animals that are considered by NRHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a NRHA representative prior to the execution of this lease addendum.

13. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not ~~be~~ limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The NRHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

14. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the NRHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from NRHA. The Resident may request a hearing, which will be handled according to NRHA's established grievance procedure. The pet may remain with the resident during the hearing process unless NRHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by NRHA, the pet must be immediately removed from the unit upon receipt of the notice from NRHA.

15. Residents registering cats, dogs, or other four-legged animal, after receiving written approval for pet ownership, will be issued a sticker, a red "P", to be displayed on the front door or window of the dwelling unit. Said sticker will identify the unit to NRHA staff or law enforcement officials as having the Pet Addendum with the housing authority. Residents will also be issued a tag to be placed on the collar of the cat, and/or dog.

16. The Resident shall have pets restrained so that maintenance can be performed in the unit. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of $25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.

17. Pets may not be bred or used for any commercial purposes on NRHA property.

18. It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum, and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.
19. It is understood and agreed that NRHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, NRHA contractors, and others who are lawfully on the NRHA's premises or other pets or service animals.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay NRHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless NRHA for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of $_____to cover some of the additional operating cost incurred by the NRHA. I also understand that this fee is due and payable prior to the execution of this pet policy addendum.

I agree to pay a refundable pet deposit of $_____to NRHA. The initial deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by NRHA at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of my occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to me after the premises are vacated and all keys have been returned.

I agree and understand that all information concerning my pet(s) must be updated annually and provided the NRHA at the Annual Reexamination. .

I agree and understand that violating this pet policy addendum may result in the removal of the pet(s) from the property of NRHA and/or eviction. I also understand that I may not be allowed to own any type of pet in the future while being an occupant of NRHA.

I also understand that I must obtain prior approval from NRHA before making a change of a pet for which this policy was approved or adding a second pet. Also, a picture may be taken by NRHA staff of the pet(s) for documentation. The picture will be maintained in the residents' file with the appropriate NRHA Management Office.

_____ _____

Head of Household (Undersigned) Date

_____ _____

Housing Authority Representative Date

Exhibit "1" - Preliminary Request for a Reasonable Accommodation (Companion/Service Animal)

Leaseholder/Resident/Advocate Name: _____ S.S. #:(xxx-xx-####) _____

Current Address: _____ Move-In Date: _____

# of Bedrooms: _____Member of Household Accommodation is requested for: _____

A reasonable accommodation is needed because:

The accommodation will:

_____Help you live in the housing or take part in NRHA's program;
_____Help you meet the lease requirements of NRHA's program;
_____Help you meet other requirements of NRHA's program.

Do not tell the NRHA the name of your disability or the nature or extent of your disability.

Physician/Health Care Provider name, address and telephone number:_____
_____
_____

Other comments you would like to make regarding this request: _____
_____
_____

By signing below you confirm the accuracy of the information submitted above. You will be required by NRHA to complete an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for NRHA.

Once this process has been completed, NRHA will notify you regarding the status of your request, which is based on medical reasons.

_____ _____ _____

Leaseholder/Resident Signature Phone Number Date of Request

Do not write below line _____

For Office Use Only
NRHA Representative Signature: _____
Date Received by NRHA: _____
Date Authorization for Release of Medical Information received from the Leaseholder/Resident: _____
Date Medical Justification Letter sent to physician/health care provider by Leaseholder/Resident: _____

Exhibit "2" - AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

To: _____
_____
_____
(Name & Address of Medical Provider)

RE: _____
_____

The undersigned hereby authorizes you to verify, to the Norfolk Redevelopment and Housing Authority, ("NRHA"), whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the NRHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in NRHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the NRHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the NRHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the NRHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.

_____ /_____
Date Signature

Sworn to before me and subscribed in my presence this _____day of_____, 20___,
_____Notary Public

Exhibit "3"

To: Doctor/Other Qualified Person

Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

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

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

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit "4" - NRHA PM Form

PET OCCUPANCY REQUEST/REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____
(List more than one, if applicable)

(To be completed by Veterinarian) Description of Pet:

Name: _____ Breed: _____

Type: _____ Dangerous: _____

Age: _____ Color: _____

Additional Markings/Information: _____

_____

Height: _____ Weight: _____

Gender: _____

Projected Weight at full growth: _____

Certificate of Vaccinations Attach

Date spayed or neutered _____

_____ _____
Veterinarian's Signature Date

_____ _____
Address Phone number

"Exhibit "5" - PET OCCUPANCY REGISTRATION FORM

Resident Name: _____

Resident Address: _____

Resident Home Phone Number: _____

Resident Work Phone Number: _____

Alternate Pet Contact: _____

Address of alternate pet contact/care giver: _____

Home Phone Number: _____ Work Phone Number: _____
(List more than one, if applicable)

Description of Pet:

Name: _____ Breed: _____

Types: _____ Dangerous: _____

Age: _____ Color: _____

Additional Markings/Information: _____
_____

Height: _____ Weight: _____

Gender: _____

Projected Weight at full growth: _____

License No.: _____

Copy of License/Tag obtained: _____Yes _____No

Picture of Pet is to be attached to this form.

Veterinarian Information/Certifications:

Name of Veterinarian: _____

Address: _____

Phone No.: _____
Certification of Vaccinations: _____
Dated: _____
Date spayed or neutered: _____
How long has resident owned this pet? _____

Has your pet lived in rental housing before? _____Yes _____No

If so, fill in the following:
Name of apartment complex: _____
Manager's Name: _____
Phone No.: _____

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

_____ _____
Resident Signature Date

(For NRHA use only)

Pet Photographed by: _____
NRHA Staff Date
Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.
_____Yes _____No

Pet identification sticker affixed to unit door/window:

Sticker number: _____ Tag number: _____

By: _____ _____
NRHA Staff Date

Photo to be affixed here & filed with the agreement

Chapter 11

REEXAMINATIONS
[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that PHA's offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. Flat rent families must still report family composition and community service requirements on an annual basis. To determine the amount of income-based rent, it is necessary for NRHA to perform a reexamination of the family's income annually. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but NRHA decides what other changes must be reported and the procedures for reporting them. This chapter defines NRHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A . ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in this policy.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Have provided Social Security numbers on all family members or have certifications on file indicating they have no Social Security number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

5. Who are in compliance with the NRHA's community service requirements.

Remaining Family Members and Prior Debt

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

B. ANNUAL REEXAMINATION

1. Regular reexaminations: NRHA shall, at least once a year, re-examine the family composition, incomes, and community service requirements of all resident families, except for families that are paying flat rent and elect to pay flat rent. Flat rent families shall have their incomes reexamined every three (3) years. Flat rent families will have the family composition and community service requirements reexamined annually. **All NRHA annual recertifications are processed to be in compliance with a twelve-month effective period.**
2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.
3. Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
4. Special Reexamination For enrollment in the Family Self-Sufficiency Program: When a tenant requests enrollment in the program and has not had an annual reexamination within 120 days of enrollment.
5. When a family qualifies for an earned income disallowance, a special reexamination will occur at the end of the initial 12-month disallowance period and at the end of the phase-in period.
6. Zero/Extremely Low-Income Families: Unless the family has income that is excluded from rent computation, families reporting zero/extremely low income will have their circumstances examined every 30 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
7. Streamlined Annual Reexamination for Fixed Sources of Income (Social Security, SSI, Pension plans, Annuities, etc.: NRHA will conduct a streamlined annual reexamination for any family member with a fixed income source. The family member may also have non-fixed sources of income, which remain subject to third-party verification. Upon request of the family, NRHA must perform third-party verification of all income sources.
8. Reexamination Procedures
   (a) At the time of reexamination, all adult members of the household will be required to sign a Personal Declaration Form, an application for continued occupancy and other forms required by HUD and NRHA.
   (b) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all documentation will be filed in the resident's folder.
   (c) An EIV report will be requested on each family at recertification to help detect

unreported income, provide third-party verification, identify family members not reported on the lease, etc..

(d) A criminal background review will be conducted on each adult family member at recertification.

(e) Verified information will be analyzed and a determination made with respect to:
- () Eligibility of the resident as a family or as the remaining member of a family;
- () Unit size required for the family (using the Occupancy Guidelines);
- () Rent the family should pay; and
- () Community Service requirements.

(f) Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

(g) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

(h) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and for termination of the lease.

9. Action Following Reexamination

(a) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described within the policy and moved to an appropriate unit when one becomes available.

The terms annual recertification and annual reexamination are synonymous.

The annual recertifications will be completed within 12 months of the anniversary of the move-in date or the route date, whichever is shorter.

When families move to another dwelling unit:

The annual recertification date may change based upon route location in the new community

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, NRHA will provide the notice in an accessible format. NRHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they met the need presented by the disability.

The notification shall explain family choice of income-based or flat rent.

At reexamination, the family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document and signing the document.

If the family chooses flat rent, an annual recertification is still required to verify community service requirements and family composition. Recertification of income is only required every three years.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, NRHA will use the following methodology for conducting annual recertifications:

Schedule a specific date and time of appointments in the written notification to the family. Include information on the required documents that the tenant will need to supply.

Persons with Disabilities

Persons with disabilities, who are unable to come to the Property Management site office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The NRHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a Personal Declaration form prior to all annual and interim recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

- The head of household, co-head and spouse, and
- All adult household members, age 18 and older.

If the head of household is unable to attend the interview:

The spouse or co-head may recertify for the family, provided that the head of household comes in within 5 days to recertify.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 10 days prior to the interview.

If the family does not appear for the recertification interview and has not rescheduled or made prior arrangements with NRHA, NRHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, NRHA will:

Terminate tenancy for the family.

Exceptions to these policies may be made by the Property Manager's Supervisor if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, NRHA will include instructions for the family to bring the following:

- Documentation of income for all family members
- Documentation of assets
- Documentation to substantiate any deductions or allowances
- Documentation of family composition
- Personal Declaration Form completed by head of household
- Documentation of community service requirements
- Other required documents on new family members, such as SSN or citizenship requirements

Verification of Information

All information that affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy.

When the information has been verified, it will be analyzed to determine:

- the continued eligibility of the resident as a family or as the remaining member of a family;
- the unit size required by the family;
- the amount of rent the family should pay.

Changes In The Tenant Rent

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the change in circumstances giving rise to the adjustment, provided that the Tenant has timely reported such change.
2. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first of the second month.

Tenant Rent Increases

If tenant rent changes, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

Rent decreases go into effect the first of the month following the change in circumstances giving rise to the adjustment, provided that the Tenant has timely reported such change.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by NRHA.

If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

C. NOTICE of CHANGES and REPORTING INTERIM CHANGES

Families must report all changes in household composition to NRHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain NRHA approval prior to all other additions to the household. (See Chapter 9 – Leasing for additional information on additions to the lease.)

When there is a change in head of household or a new adult family member is added, NRHA will complete an application for continued occupancy and reverify, using the same procedures NRHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

Over Income Policy

Public Housing Income Limitation: HOTMA imposes continued program participation limits for families exceeding the statutory income limitation in the Public Housing program, also known as the "over-income" provision.

Approved Revisions to the Public Housing Over-Income Families are as follows:

Over Income Policy
Section 103 of The Housing Opportunity Through Modernization Act of 2016 (HOTMA) creates new income limitations - and related procedures - for public housing families who become over-income after admission.
HUD has implemented the over-income provisions by creating two new sections in the public housing regulations:
- 24 CFR part 960.507 — Families exceeding the income limit
- 24 CFR part 960.509 — Lease requirements for non-public housing over-income families.

Once a family is first identified as over-income in a regular or interim income examination, they must do reexaminations annually to determine if they remain over income. Families paying a flat rent who may normally have an income reexamination once every three years, would instead move to an annual schedule.
The policy allows a 24-month grace period. After the 24-month grace period, NRHA will allow over-income families to continue to live in a public housing unit paying an alternative rent and signing a non-public housing lease. These over income households are no longer public housing program participants, not required to comply with community service and self-sufficiency requirements and may no longer participate in the following programs:
- Public housing resident councils.
- Programs for low-income or public housing participants, or
- Receive assistance such as utility allowances from NRHA.

During the 24 consecutive month grace period, and in the period, a family will continue to be a public housing program participant.
The family will continue to:
● Pay their current rent choice amount of income-based or flat rent, or the prorated rent for mixed families
● Follow all program requirements including the Community Service Activities or Self-Sufficiency Work Activities requirements, and
● Maintain all rights as a public housing program participant, including requesting an interim income examination.
If it is determined in an interim or regular reexamination that a family's income has fallen below the over-income limit at any time during the 24 consecutive month grace period:

● The family's status as a public housing program participant remains unchanged, and

● NRHA can return to regular income reexamination periods for the family

In the event the family becomes over-income again, the family would be entitled to a new 24 consecutive month grace period.

Calculating Income for Over Income Households
The over-income limit is based on the family's income, and not their adjusted income.
This change must be implemented for any annual or interim income reexaminations.
NRHA must use the very low-income limit to calculate income.

Regardless of adjustments made to the very low income (VLI) amounts, consult that table for the appropriate family size and multiply by 2.4 not 2.4%.

For example, if the very low-income limit for a family of 4 is $49,500, multiplying that by 2.4 we find that if a family of 4 earns over $118,800.00, they will be considered over-income and the notification process must begin.

Required Notices for Over Income Households

NRHA must give over-income families adequate notice of their change in status. Three notices are required. Each one is provided after an income examination that determines the family is over-income.

● The 1st notice is at the initial determination of over-income status.

● The 2nd notice follows at the income reexamination at the conclusion of the 1st 12-months of the grace period, and

● The 3rd notice is at the conclusion of the 24-month grace period.

All notices must be provided in writing and state the actions that will be taken as required under the NRHA over-income policy in this ACOP and, the notice must include the alternative rent amount.

Initial Notice:

When NRHA determines that a family is over-income through an annual or interim exam:
● NRHA must notify the family in writing of their over-income status within 30 days of the income examination.
● The notice must state that the family has exceeded the over-income limit and that continuing to exceed this limit for a total of 24 consecutive months will result in the NRHA following this over-income policy.
● The NRHA must afford the family an opportunity for a grievance hearing if the family disputes within a

reasonable time (30 days) the NRHA determination that the family has exceeded the over-income limit.
After 12 Months – Second Notice:

NRHA must conduct an income examination 12 months after the initial over income determination, unless NRHA already determined the family's income fell below the over-income limit during an interim reexamination. So, even if the over-income status was initially determined at an interim examination, a reexamination would be scheduled for 12 months later.

● If NRHA determines that the family continues to exceed the over income limit, NRHA must provide a second notice within 30 days of the examination. This second notice informs the family that they have been over income for 12 consecutive months and, if the family continues to be over income for another 12 consecutive months, NRHA will follow this policy to charge an alternative rent as a no public housing over income (NPHOI) family.

● The second notice must also include the estimated alternative rent (as in, based on current data). NRHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time (30 days) NRHA's determination that the family has exceeded the over income limit.

After 24 Months – Third Notice:

NRHA must conduct an income examination 24 months after the initial over income determination, unless NRHA already determined the family's income fell below the over-income limit. If NRHA determines the family has exceeded the over-income limit for 24 consecutive months, then NRHA must provide written notification of this 24month over-income determination within 30 days of the examination.

The 3rd notice must inform the family of the over-income determination. The notice must include detailed information on the alternative rent:

● In the case of alternative rent: the notice must state that in order to remain in a public housing unit, the family must pay the alternative rent, the amount of the alternative rent, and the family must be provided a new NPHOI lease which they must sign within 60 days (or at the next lease renewal, whichever comes first).

● NRHA must afford the family an opportunity for a grievance hearing if the family disputes within a reasonable time (30 days) the NRHA's determination that the family has exceeded the over-income limit.

Alternative Non-Public Housing Rent

A remaining NPHOI family must be charged monthly rent equal to the higher of:

● The applicable fair market rent, or

● The amount of the monthly subsidy provided for the unit.

The amount of the monthly subsidy provided for the unit is determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund. Because these amounts vary by allocation, HUD will publish the specific amounts annually. They can be found on the HUD website on the HOTMA Updates for Public Housing page.

NRHA does not have discretion when it comes to the rent for NPHOI families.
NRHA will no longer receive a subsidy for that unit and must not conduct an annual reexamination of family income of a NPHOI family.

Increases in Income to be Reported

Families paying flat rent are not required to report any increases in income or assets between the recertification periods.

Families paying an income-based rent are only required to report increases in income/assets of all household members to NRHA in writing within ten (10) calendar days of the occurrence for the following reasons:

Increases in household income for a family on minimum rent.

Families are required to report the following increases in income:

- Increases in income because a person with income joins the household;
- Increases in household income that comes as a result of a new income source;
- Increases in household income that was not anticipated at the annual recertification period.

Increases In Income and Rent Adjustments

NRHA will process rent adjustments increases for the following:

- Increases in income because a person with income joins the household;
- Increases in income to a household member on minimum rent;
- Increases in household income because of the phase-in disallowance period for a qualified member on Earned Income Disallowance (EID).
- Decreases in utility allowance that comes as a result of NRHA's yearly review of utilities.

NRHA will process all other rent adjustments for increases at the time of the next annual reexamination, unless the increase is not reported in accordance with the policy. If not reported within 10 days, as required, the NRHA will increase retroactively to the change and make effective the first of the month after the actual change of increased income.

Rent increases (except those due to misrepresentation) require 30 days notice.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions which would reduce the amount of the total tenant payment.

Rent decreases go into effect the first of the month following the change in circumstances giving rise to the adjustment, provided that the Tenant has timely reported such change.

NRHA will process the rent adjustment unless NRHA confirms that the decrease in income will last less than 30 calendar days

D. OTHER INTERIM REPORTING ISSUES

Residents are required to report all changes in family composition or status to NRHA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report and verify income decreases promptly.

An interim reexamination will be scheduled for families with zero or extremely low-income every 30 days.

NRHA will process interim adjustments in rent as follows:

1. NRHA must conduct an interim reexamination of family income when provided notice that the family's annual adjusted income has changed by an amount that would result in an estimated increase of ten percent or more in annual adjusted income.

2.NRHA **will not** conduct an interim reexamination if a family reports an increase in income within three months of the family's next annual reexamination effective date. (HOTMA Revision)

3. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

Residents must report the changes within 10 days for timely reporting.

PHA Errors

HOTMA REVISIONS: De Minimis Errors in Income Determinations

NRHA will process over charged rent upon notification of the error and the rent will be credited to the resident immediately upon finding the error. Undercharged rent due to a NRHA error will have no consequence on the resident, but undercharged rent due to non-compliance from the resident shall be charged retroactively to the date as evidenced by the verification information.

E. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by NRHA. The family must inform NRHA and request approval of additional family members other than additions due to birth, adoption, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within 10 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household that the member (who may be the head of household) removed is permanently absent.

Increase in Family Size

NRHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation.

- Addition of a minor who is a member of the nuclear family who had been living elsewhere.

- Addition of a PHA-approved live-in attendant.

- Addition due to birth, adoption or court-awarded custody.

Definition of Temporarily/Permanently Absent

NRHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and, in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. NRHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit but has not moved out of the unit. In cases where the family has moved out of the unit, NRHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify NRHA before they move out of a unit in accordance with the lease and to give NRHA information about any family absence from the unit.

Families must notify NRHA if they are going to be absent from the unit for more than seven consecutive days. A person with a disability may request an extension of time as a reasonable accommodation.

"Absence" means that no family member is residing in the unit.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 30 consecutive days in a 12-month period except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, NRHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent and removed from the lease. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

Absence due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

If the reason for incarceration is drug-related or criminal activity that would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents and violates the lease and policy, the lease will be terminated.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, NRHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the NRHA and appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, NRHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the guardian, and the guardian qualifies under Tenant Suitability criteria, the lease will be transferred to the guardian.

If the court has not awarded custody or legal guardianship, but the action is in process, NRHA will secure verification from social services staff or the attorney as to the status.

The guardian will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

NRHA will transfer the lease to the guardian, in the absence of a court order, if the guardian qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the NRHA approves a person to reside in the unit as guardian for the child(ren), the income of the guardian should be counted pending a final disposition. NRHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If an adult child goes into the military and vacates the unit, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses is considered temporarily absent and the income is included for rent purposes. If the person will not return to the unit, that member is permanently absent and the income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

Visitors (See Chapter on Leasing)

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or NRHA staff will be considered in making the determination.

NRHA will consider:

- Statements from neighbors and/or NRHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports
- Other reliable documentation

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and NRHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 45 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member. **The family will not receive a $480 dependent deduction for this minor and the minor will not be considered in determining the unit size.**

If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

F. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by NRHA to be living in the unit. In order for a minor child

- NRHA has verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. Mixed families are eligible for prorated assistance in accordance with the mixed-family portion of the policy.

Chapter 12

LEASE TERMINATIONS
[24 CFR 966.4]

INTRODUCTION

NRHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the lease. This Chapter describes NRHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing NRHA with a written 15-day advance notice as defined in the lease agreement.

B. TERMINATION BY NRHA

Termination of tenancy will be in accordance with NRHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. (See Chapter 15 for Community Service)

The lease may be terminated by NRHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent (four times within 12 months and/or more than 1 warrant within 12 months);
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

- *Failure to abide by necessary and reasonable rules made by the Landlord* for the benefit and well being of the housing project and the Tenants;

- Failure to abide by applicable building and housing codes materially affecting health or safety;

- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas;

- The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant resides in public housing, and such criminal activity shall be cause for termination of tenancy

- Alcohol abuse that NRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

- Threatening or assaulting other tenants or NRHA employees

- Non-compliance with Non-Citizen Rule requirements.

- Other good cause.

C. NOTIFICATION REQUIREMENTS

NRHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the tenant all of the rights and protections afforded by the regulations and this policy. (See Chapter 13 on Complaints, Grievances and Hearings)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant.

Timing of the Notice

If NRHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as 3 calendar days, considering the seriousness of the situation when the health or safety of other tenants or NRHA employees is threatened;

At least thirty days prior to termination in all other cases.

NRHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

D. TERMINATIONS FOR UNACCEPTABLE CRIMINAL ACTIVITY

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

Drug related convictions; Alcohol related convictions (if it indicates an ongoing pattern); Fraud; Acts of violent behavior convictions; and or Crimes of violent behavior participants will be terminated from the programs.

Applicants/participants/residents must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into NRHA assisted housing program(s)).

Applicants/participants/residents will be given 45 days to resolve active warrants.

NRHA will allow applicants and participants to address and present mitigating circumstances regarding criminal background checks prior to final decision.

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

NRHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by NRHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by NRHA at the development where the family was residing, and shall contain the following information:

- Name of tenant, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);
- Date and method of notifying the tenant;
- Summaries of any conferences held with the tenant including dates, names of conference participants, and conclusions.

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

If NRHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS
[24 CFR 966.50-966.57]

INTRODUCTION

This chapter describes the policies to be used when families disagree with any action, decision or inaction by NRHA that adversely affects public housing applicants or residents. It is the policy of NRHA to ensure that all families have the benefit of all protections due to them under the law.

If a public housing applicant or tenant does not follow the procedures set forth in this chapter and/or do not request a hearing, NRHA's action or decision shall be considered final. However, failure to request a hearing does not constitute a waiver of the right to contest NRHA's action or decision in an appropriate judicial proceeding.

For all aspects of the grievance and appeals process, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use the grievance procedures equal to a non-disabled person.

NRHA has determined that it will use a hearing officer which means a person selected in accordance with 24 CFR § 966.55 of the grievance regulations to hear the grievance and render a decision. The method for selecting a hearing officer for an individual grievance is as follows: NRHA grievance hearings will be conducted by a single impartial hearing officer and not a panel. NRHA will maintain a list of staff members in NRHA's Development and Administrative divisions who have been approved and trained to be hearing officers, By selecting persons not associated with the Housing Division, NRHA aims to ensure that the hearing officer is neither biased nor affiliated with the person who made the decision.

This chapter is divided into four (4) main sections:

A. **Definitions:** This section covers definitions used in this chapter 13.

B. **Complaints:** This section covers how to report a complaint of a general nature and the appropriate staff member or Department to whom the complaint should be referred.

C. **Tenant Grievance Policy and Procedures:** This section covers how a tenant of NRHA files a grievance based on a decision, action, or inaction by NRHA. Such grievances may include, but are not limited to, appealing the action to evict or appealing how the tenant's portion of the rent is calculated.

D. Applicant Grievance Policy and Procedure: This section covers how an applicant files a grievance, such as to appeal withdrawal from a Wait List. This section also covers appeals from a determination of ineligibility based on HUD's Restrictions to Non-Citizens.

A. DEFINITIONS

The following capitalized terms shall have the following meanings in this Chapter 13.

"Applicant" shall mean any individual or family that has submitted an application to NRHA for public housing assistance.

"Complainant" shall mean any Applicant or Tenant whose Grievance is presented to NRHA in accordance with Sections C and D below. For purposes of this chapter, complainant does not include members of the general public or any NRHA staff member who may wish to assert a complaint of a general nature.

"Elements of Due Process" shall mean an eviction action or termination of continued occupancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the Tenant of grounds for terminating continued occupancy and for eviction.

2. Opportunity for the Tenant to examine all relevant documents, records, and regulations of NRHA prior to the trial for the purpose of preparing a defense.

3. Right of the Tenant to be represented by counsel. If represented by counsel a decision must be made prior to the start of any meeting or hearing process as to who is authorized to speak on behalf of the tenant during the hearing.

4. Opportunity for the Tenant to refute the evidence presented by NRHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have.

5. A decision based on the merits.

"Grievance" shall mean any dispute that a Tenant may have with respect to any NRHA action or failure to act in accordance with the individual Tenant's lease or NRHA regulations, policies, or procedures that adversely affects the individual Tenant's rights, duties, welfare, or status.

"Hearing officer" means a single impartial person who has been trained and approved by NRHA to preside over hearings and issue written decisions involving Grievances presented by Complainants. Such person shall be other than the person who made or approved the decision under review, or a subordinate of that person. Such person does not need legal training.

"**Tenant(s)"** shall mean the adult person (or persons) other than a live-in aid:

1. Who resides in the unit, and who executed the lease with NRHA as lessee of the dwelling unit, or, if no such person now resides in the unit,

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

B. COMPLAINTS

NRHA will respond promptly to all complaints.

Complaints from Tenants. If a Tenant has a complaint about any action or inaction by NRHA or the physical condition of the unit, such complaint will be referred to the Property Manager or the Asset Zone Manger, as appropriate. If the complaint cannot be resolved informally to the satisfaction of the Tenant, the Tenant shall have the right to appeal by following the grievance procedures outlined in Section C of this chapter.

Complaints from Staff. If an NRHA staff person reports that a family is violating or has violated a lease provision or is not complying with program rules, such complaint will be referred to the Property Manager or the Asset Zone Manager, as appropriate.

Complaints from the General Public. Complaints or referrals from persons in the community in regard to NRHA, an Applicant or a Tenant will be referred to the Property Manager or the Asset Zone Manager, as appropriate.

C. TENANT GRIEVANCE POLICY AND PROCEDURES

NRHA has implemented a procedure by which Tenants may obtain a fair and impartial resolution of disputes arising between them and NRHA. This Grievance Procedure seeks to assure just and unbiased treatment of all Tenants and to provide procedures which are not unduly, time consuming or complicated.

Through the Grievance Procedures, NRHA seeks to assure a systematic approach to the resolution of disputes between the tenant(s) and NRHA. Tenants may avail themselves of the Grievance Procedure if they complain within a reasonable time of any Authority action or failure to act involving the tenant's dwelling lease or Authority regulations that adversely affect the tenants.

1. Applicability of the Grievance Procedure

The Grievance Procedure shall be applicable to all individual Grievances between the Tenant and NRHA except for the following:

1) Because HUD has issued a due process determination for this state, the Grievance Procedure **shall not apply** to:

    1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of NRHA;

    2) any violent or drug-related criminal activity on or off the premises;

    3) any criminal activity that resulted in felony conviction of a household member;

    4) any current or pending legal charges; or

    5) an order of eviction following a hearing in a court containing the Elements of Due Process.

2) The Grievance Procedure also **shall not apply** to disputes between Tenants not involving NRHA or class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and NRHA's Board of Commissioners.

2. Informal Settlement of Grievances

Any Grievance by a Tenant must be personally presented, either orally or in writing, to NRHA's Housing Operations Office located at 555 E Main Street, Norfolk, VA or to the Property Management Office in the development where the resident resides **within ten (10) business days** after the occurrence giving rise to the Grievance, so that the Grievance may be discussed informally and an attempt can be made to settle the Grievance without a hearing. The Grievance must state:

1) That it is being presented pursuant to the Grievance Procedure,

2) The factual basis of the Grievance, and

3) The action or relief sought.

Failure to present a Grievance within the prescribed time and in accordance with this paragraph constitutes a waiver of the Tenant's right to an informal settlement of the Grievance or a hearing before a Hearing Officer. But such failure will not affect the Tenant's right to contest NRHA's action in an appropriate judicial proceeding.

Within fifteen (15) business days after the Grievance is presented, NRHA must informally discuss the Grievance with the Tenant or his/her representative. A written summary of the informal discussion shall be prepared by NRHA within a reasonable amount of time following the discussion, not to exceed twenty (20) business days, and a copy shall be provided to the

Tenant. The summary shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the Grievance and the specific reasons therefor, and shall specify the procedures by which the Tenant may obtain a hearing if he/she is not satisfied by the proposed disposition of the Grievance.

3. Hearing

The following steps and procedures apply to Grievances properly presented by any Tenant who is dissatisfied with the proposed disposition following the informal discussion described above in Section C(2), and to Grievances properly presented by Applicants.

A. Initiation of the Hearing. If a Tenant is not satisfied with the proposed disposition of the Grievance pursuant to the informal discussion described above and desires a hearing on the Grievance, the Tenant shall submit a written request for a hearing to NRHA within fifteen (15) business days after receipt of the written summary. If an Applicant desires a hearing on a Grievance, the Applicant shall submit a timely and proper request in accordance with Section D below. The written request for a hearing shall specify the nature of the Grievance and the action or relief sought. **Failure to request a hearing within the prescribed time and in accordance with this paragraph constitutes a waiver of the Complainant's right to a hearing, and NRHA's action or decision (including any proposed disposition in the written summary following an informal discussion in the case of a Tenant) shall be final**, provided that the Complainant shall not be deemed to have waived the right to contest NRHA's action or decision in an appropriate judicial proceeding.

B. Selection of Hearing Officer. Upon proper request, the Complainant shall be entitled to have his/her Grievance heard by a Hearing Officer. NRHA will maintain a written list of approved hearing officers. The list of approved hearing officers is made up of employees in NRHA's Development and Administrative divisions.

C. Escrow Deposit. If the Grievance involves the amount of rent or other charges due to NRHA, the Complainant shall pay NRHA the amounts due when the amounts become due under the dwelling lease. The amounts paid will be accepted with reservation and held in escrow by NRHA until the Grievance is resolved by decision of the Hearing Officer. In extenuating circumstances, the escrow requirement may be waived by NRHA. Unless waived, the failure of the Complainant to make the escrow payments shall result in the termination of the hearing and the Grievance Proceedings.

D. Scheduling of the Hearing. Upon the Complainant's compliance with the provisions of this Grievance Procedure, a hearing shall be scheduled by the Hearing Officer within fifteen (15) business days at a time and place convenient to the Complainant and NRHA. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the Complainant and to NRHA.

E. Procedures Governing the Hearing

Due Process. The Complainant shall be afforded a fair hearing providing the basic elements of due process which shall include:

1) the opportunity to examine and copy at Complainant's expense before the Grievance Hearing any NRHA documents, including records and regulations, that are directly relevant to the hearing. Expenses will include $0.13 per copy plus staff time for accessing, duplicating, and supplying requested records and must be paid to NRHA prior to release of information. If NRHA does not make the documents available for examination upon request by the Complainant, NRHA may not rely on the documents at the Grievance Hearing;

2) the right to be represented by counsel or other person chosen as the Complainant's representative. If represented by counsel a decision must be made prior to the start of the hearing process as to who is authorized to speak on behalf of the tenant during the hearing;

3) the right to a private hearing unless the Complainant requests a public hearing;

4) the right to present evidence and arguments, to controvert evidence presented by NRHA and to confront and cross-examine all witnesses on whose testimony or information NRHA relies; and

5) a decision based solely and exclusively upon the facts presented at the hearing.

Accommodation of Persons with Disabilities: NRHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is visually impaired, any notice to the Complainant must be in accessible format.

Precedent. The Hearing Officer may render a decision without proceeding with the hearing if he/she determines that the same or substantially similar Grievance issue has been previously decided in another hearing.

Failure to Appear. If the Complainant or NRHA fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not more than five (5) business days, or may make a determination that the missing party has waived his/her right to a hearing. Both the Complainant and NRHA must be notified of the determination by the Hearing Officer. If the Complainant fails to appear at the scheduled hearing, and the hearing officer postpones the hearing, the complainant, will be scheduled for a second and final hearing. A determination that the Complainant has waived her right to a hearing will not constitute a waiver of any right the Complainant may have to contest NRHA's disposition of the Grievance in an appropriate judicial proceeding.

Burden of Proof. At the hearing, the Complainant must first make a showing of entitlement to the relief sought; then NRHA must sustain the burden of justifying its action or failure to act against which the Grievance is directed.

Evidence and Maintaining Order. The hearing shall be conducted informally, and oral or documented evidence pertinent to the facts and issues raised by the Grievance may be received without regard to admissibility under the normal rules of evidence applicable to judicial proceedings.

Transcript of Hearing. The Complainant or NRHA may arrange, in advance and at the expense of such party, for a transcript of the hearing.

F. Decision of the Hearing Officer

Written Decision. The Hearing Officer shall prepare a written decision, including the reasons for the decision, within twenty (20) business days after the date of the hearing. A copy of the decisions shall be sent to the Complainant and NRHA. NRHA shall retain a copy of the decision in the Complainant's folder. NRHA shall also include the decision in its log of all hearing officer decisions, which will be made available upon request of the Hearing Officer or a prospective Complainant or her representative.

Binding Effect; Reversal. The decision of the Hearing Officer shall be binding on NRHA and on the Complainant. NRHA shall take all actions, or refrain from any actions, necessary to carry out the decision, unless NRHA's Board of Commissioners, within thirty (30) calendar days after the date the written decision is delivered to NRHA, deems it necessary to reverse the decision and promptly notifies the Complainant of this determination that:

1) the Grievance does not concern NRHA's action involving the Complainant's dwelling lease or NRHA regulations which adversely affect the rights, duties, welfare or status of the Complainant or

2) that the decision of the Hearing Officer is contrary to applicable Federal, State of local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and NRHA.

Right of Judicial Review. Any decision by the Hearing Officer or NRHA's Board of Commissioners in favor of NRHA or which denies the relief requested by the Complainant in whole or in part, or a determination that the Complainant has waived his/her right to a hearing, shall not constitute a waiver of, nor affect in any manner whatsoever, any right which the Complainant may have to contest NRHA's disposition of the grievance in a trial *de novo* or judicial review in an appropriate judicial proceeding.

Eviction Action. If a Tenant has requested a hearing concerning a complaint involving notice of termination of the Tenant's continued occupancy, and if the Hearing Officer upholds NRHA's

action to terminate the continued occupancy, NRHA shall not commence an eviction action in the local court until it has served a notice to vacate on the Tenant. In no event shall the notice to vacate be issued before the decision of the Hearing Officer has been mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the Tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against the Tenant and he/she may be required to pay court costs and attorney's fees.

D. APPEALS BY APPLICANTS

1. Ineligibility or Inadequate Housing

Applicants who are determined ineligible or do not meet NRHA's admission standards, or where NRHA does not have an appropriate size and type of unit available, will be given written notification promptly, including the reason for the determination. The written notification will state that the Applicant may request a hearing.

Applicants must submit their request for a hearing **in writing** to NRHA within ten (10) business days from the date of the notification of their ineligibility.

Failure to request a hearing within the prescribed time and in accordance with the above paragraph constitutes a waiver of the Applicant's right to a hearing. But such failure will not affect the Applicant's right to contest NRHA's action in an appropriate judicial proceeding.

Upon proper request, the procedures for a hearing shall be the same as outlined above for Tenants in Section C(3) above regarding the selection of a Hearing Officer, scheduling the hearing, the procedures during the hearing, and the binding decision of the Hearing Officer.

2. Ineligibility Based on HUD's "Restrictions on Assistance to Non-Citizens"

SPECIAL HEARING AND APPEAL PROVISIONS APPLY TO APPLICANTS NOTIFIED OF INELIGIBILITY BASED ON "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration and Naturalization Service (INS) appeal.

INS Determination of Ineligibility [24 CFR 912.9(e)]

If an Applicant family member claims to be an eligible immigrant but the INS SAVE system and manual search cannot verify the claim, NRHA will notify the Applicant within ten (10) business days of their right to appeal to the INS. The Applicant will have thirty (30) calendar days from

the date of NRHA's notification to request an appeal of the INS results. The request for appeal shall be made by the Applicant in writing directly to the INS, and the Applicant must provide NRHA a copy of the written request for appeal and proof of mailing. For good cause shown, NRHA may grant the Applicant an extension of the time within which to request an appeal.

Documentation to be submitted to the INS as a part of an appeal to the INS:

1. Copy of original Form G-845S received from INS annotated at the top center in bold print: **HUD APPEAL**.

2. Include two stamped envelopes, one addressed to the applicant, and one addressed to NRHA.

3. Attach any and all documentation available to support the reason or basis for the appeal. This should include legible copies of both sides of the Form G-845S.

INS will issue the results of the appeal to the family, with a copy to NRHA, within thirty (30) calendar days of its receipt. If, for any reason, INS is unable to issue a response within the 30 calendar day time period, INS will inform the Applicant and NRHA of the reason for delay.

When NRHA receives a copy of the INS response, NRHA will notify the Applicant of its right to request a hearing. The request for a hearing must be made within ten (10) business days after the Applicant is so notified. Upon proper request, the procedures for a hearing shall be the same as outlined above in Section D(1) for other Applicants.

If the Hearing Officer decides that the individual family member is not eligible, and there are no other eligible Applicant family members NRHA will:

1. Deny the applicant(s), or

2. Defer termination if the Applicant family is a participant and qualifies for deferral, or

3. Terminate the application if the Applicant family does not qualify for deferral.

If there are other eligible members in the family, NRHA will offer to prorate assistance or give the Applicant family the option to remove the ineligible member(s).

A decision against an Applicant under the INS appeal process or NRHA's grievance proceeding does not preclude the Applicant from exercising the right to seek redress directly through judicial procedures [24 CFR 912.9(g)].
All other complaints related to eligible citizen/immigrant status:

If any Applicant 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 such documentation or certification, the entire family's application will be denied or terminated.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

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

Chapter 14

FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes NRHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is NRHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support NRHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA, NRHA will make every effort to collect it. NRHA will use a variety of collection tools to recover debts including, but not limited to:

- Reporting debt to the State for automatic repayment from State income tax refund
- Requests for lump sum payments
- Payment agreements
- Collection agencies
- Credit bureaus
- PIH-EIV's National Repository of Debts Owed to PHA's & Terminations

A . PAYMENT AGREEMENT FOR FAMILIES

For payment of the charges, NRHA may:

1. Request the family to attempt to pay in full by seeking a loan for the full amount.

2. Request the family to pay one-half (1/2) of the full amount and enter into a repayment agreement for the balance, or

3. If the family is unable to comply with payment under (1) or (2), a repayment agreement may be considered as follows:

    - If the full amount is under $300, a repayment agreement for payments of not less than $25 per month,

    - If the full amount is over $300, a repayment agreement for payment in the amount of one-twelfth (1/12) of the full amount per month, or
    - Repayment agreements for large retroactive charges shall be at the discretion of the Director of Property Manager or authorized designee.

With exception of extreme circumstances, all repayment agreements must be paid within a maximum of twelve (12) months.

Late Payments

A payment will be considered to be in arrears if:

> The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, NRHA will: **Terminate tenancy**

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

> The family will be required to pay the balance in full prior to the unit transfer.

Payment Schedule for Monies Owed to the PHA

There are some circumstances in which the PHA will not enter into a payment agreement.

They are:

- If the family already has a payment agreement in place.
- If NRHA determines that the family has committed program fraud.

Guidelines for Payment Agreements

Payment agreements will be executed between NRHA and the head of household only.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Director of Property Manager.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment agreement is current:

- Family size exceeds the maximum occupancy guidelines
- A natural disaster
- Documented medical evidence

Additional Monies Owed

If the family has a payment agreement in place and incurs an additional debt to NRHA:

> NRHA will not enter into more than one payment agreement at a time with the same family.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Family Error/Late Reporting
Families who owe money to NRHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

Program Fraud
Families who owe money to the PHA due to program fraud will be required to repay it in accordance with the payment procedures for program fraud, below.

If a family owes an amount which equals or exceeds $10,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, NRHA will refer the case for criminal prosecution and terminate assistance.

Payment Procedures for Program Fraud
Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

- Families who owe money to NRHA due to un-intentional program fraud will be required to repay the amount owed in accordance with the guide lines in the Payment Section of this Chapter.

- NRHA will terminate tenancy and demand payment of restitution in full for families who owe money to NRHA due to intentional program fraud.

C. DEBTS OWED WHEN APPLYING TO OTHER NRHA PROGRAMS

- Families who owe monies to any NRHA LIPH programs would be required to pay balance in full prior to acceptance to any other NRHA housing program.

D. WRITING OFF DEBTS

Debts will be written off if:

- A determination is made that the debtor is judgment proof.

- The debtor is deceased.

Chapter 15

COMMUNITY SERVICE POLICY/SELF SUFFICIENCY

A. INTRODUCTION

Links: 24 CFR 960 Part F; PIH Notice 2009-48; Social Security Act Section 216 (i)(l); Social Security Act Section 1614; 42 U.S.C. 607(d)

NRHA will provide documentation to the family including:

- Community Service policy and procedure
- Process for claiming exempt status
- How NRHA verifies exempt status
- NRHA's determination of exempt and non-exempt family members
- Notice that NRHA will validate a sample of community service self-certifications

All non-exempt households in the Public Housing Program must comply with the following Community Service Requirements:

- Each non-exempt household member adult must perform at least 8 hours of community service activity each month when the household is paying at least the minimum rent
- The activity may be a combination of volunteer community service or self-sufficiency activity
- The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual re-examination
- Activities must be performed within the jurisdictional area of the NRHA

B. EXEMPT HOUSEHOLDS

The NRHA makes the final determination whether or not to grant an exemption from the community service requirement. All assisted members and those members on Food Stamps will be included in the determination notice. If a resident does not agree with the NRHA's determination, they may dispute the decision through the NRHA's grievance procedures. When a non-exempt person becomes exempt, it is their responsibility to report and document the change to NRHA within 10 business days of the change. When an exempt person becomes non-exempt, it is his/her responsibility to report and document the change to NRHA within 10 business days of the change.

The following household members are exempt from the Community Service Requirement:

- Household members who are under the age of 18 years of age
- The following household members over the age of 18
    - Household members who are 62 years of age or older
        - ☐ Verification of this exemption status will be done only at the initial application

- Household members who are blind or disabled as defined in the social security Act (Section 216(i)(1) or Section 1614 of the Social Security Act (42 USC 416(i)(1); 1382c)
- Household members who are the primary care giver of a blind or disabled individual as defined above
- Household members who are engaged in work activity
  - ☐ 20 hours per week is the minimum number of work hours to qualify for a work activity exemption

- The Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a resident is a member of family receiving assistance under SNAP, and has been found by the State of Virginia to be in compliance with the program requirements, that resident is exempt.

Work activities include but are not limited to the following:

- Unsubsidized employment
- Subsidized private sector employment
- Work experience, including work associated with refurbishing: publicly assisted housing, if sufficient private sector employment is unavailable
- On the job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training directly related to employment
- Job skills training directly related to employment
- Education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at a secondary school or higher
- Satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate
- The provision of childcare services to an individual who is required to perform the Service Requirement.
- Household members who meet the requirements for being exempted from the work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a state-administered welfare to work program and who has not been found in non-compliance with that program by the State or other administering party.

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

C. PROGRAM DESIGN

The NRHA's goal is to provide broad choice and design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills.

The NRHA will:

- Work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program as needed.
- Make efforts to identify volunteer opportunities throughout the community, especially those in proximity to the public housing development.
- Provide available names and contacts at agencies that can provide opportunities for residents
- Provide in-house opportunities for volunteer work or self-sufficiency programs when possible

D. NOTICE AND DOCUMENTATION

The NRHA will provide the family with a copy of the Community Service Procedure at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement and at any time upon the family's request. NRHA permits resident self-certification of compliance with the CSSR. The adult family members must sign a certification that they have received and read the policy and procedure, and understand that if he/she is not exempt failure to comply with the policy and procedure will result in non-renewal of their lease.

At the time of annual re-examination the NRHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the NRHA has reason to believe that an individual's exemption status has changed. The NRHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt.

At least 30 days before the effective date of the annual re-certification, NRHA will review and verify non-exempt family members Community Service compliance. The resident self-certification must include:

- statement that the resident has completed the number of hours listed and this statement is subject to penalties of perjury;
- the number of hours and type of activity (community service or self-sufficiency) that the resident completed;
- the name of the organization or person for which the activity was completed;
- the address of the organization or person;
- the phone number of the organization or person; and
- a contact person in the organization or the person for which the activity was completed

Prior to accepting resident self-certification for the first instance, NRHA will obtain third party verification for that initial recertification.

NRHA will not accept resident self-certifications for tenants subject to a work-out agreement until the resident has completed, and NRHA has verified through a third party, that the resident has completed the required hours.

NRHA will conduct a sampling of resident self-certification for third party verification.

Chapter 16

PROGRAM INTEGRITY

INTRODUCTION

NRHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

NRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized fairly and consistently.

This Chapter outlines NRHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A . CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will NRHA undertake an inquiry or an audit of a tenant family arbitrarily or retaliatory. NRHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. NRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, NRHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to NRHA's attention, to investigate such claims.

NRHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

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

Internal File Review. A follow-up will be made if NRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, NRHA's knowledge of the family, or is inconsistent with statements made by the family.

Verification or Documentation. A follow-up will be made if NRHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS NRHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

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

Things You Should Know: The program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session: Mandatory orientation sessions will be conducted by Housing Management at the time of initial occupancy. At the conclusion of all New Resident Orientation sessions, the family representative must sign all applicable forms to confirm that all rules and pertinent regulations were explained to them.

Tenant Counseling: NRHA routinely provides tenant counseling. Counseling is conducted during recertification and continually in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms: NRHA 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.

Third-Party Verifications: NRHA will use third party verification whenever possible, and if using tenant supplied or other documents for verification purposes, NRHA will document the attempts to obtain third party verification.

C. STEPS NRHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

NRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews: Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Third party and other verifications
- Differences between reported income and expenditures.

- Review of signatures for consistency with previously signed file documents.

Observation: NRHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household, unreported income, or misuse of services.

Public Record Bulletins: may be reviewed by Management and Staff.

State Wage Data Record Keepers: Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made in order to detect unreported wages or unemployment compensation benefits.

Use of EIV and Third-Party Computer Matching Verification: NRHA shall use the Enterprise Income Verification and other computer matching systems for the determination of income, and other information that is available through computer matching.

Credit Bureau Inquiries: Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

- At the time of final eligibility determination
- When a tenant's expenditures exceed his /her reported income and no plausible explanation is given.

D. NRHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

NRHA staff will encourage all tenant families to report suspected abuse. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Property Manager or other NRHA staff will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of NRHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

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

Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Property Manager, Eligibility Specialist, or other appropriate personnel will initiate an investigation to determine if the allegation is true or false.

E. HOW NRHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If NRHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, NRHA will secure the written authorization from the program participant for the release of information.

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

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

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

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

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

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

Interviews with Head of Household or Family Members: NRHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the NRHA Staff Person conducting interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by NRHA management, and/or residents. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY NRHA

Documents and other evidence obtained by NRHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among NRHA Staff unless they are involved in the process, or have information that may assist in the investigation.

G. CONCLUSION OF NRHA'S INVESTIGATIVE REVIEW

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

H. EVALUATION OF THE FINDINGS

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

- The type of violation (procedural, non-compliance, fraud)
- Whether the violation was intentional or unintentional
- What amount of money (if any) is owed by the tenant
- Is the family eligible for continued occupancy?

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

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

Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of NRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.

When the tenant owes money to NRHA for failure to report changes in income or assets, NRHA will issue a grounds to appear (GTA) notification.

Examples of non-compliance violations are:

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

Warning Notice to the Family: In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action that will be taken by NRHA if the procedure or obligation is not complied with by the date specified by NRHA.
- The consequences of repeated (similar) violations.

Procedural Non-compliance - Retroactive Rent

When the tenant owes money to NRHA for failure to report changes in income or assets, NRHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the PHA.
- The right to disagree and to request an informal hearing with instructions for the request of such hearing.

  Tenant Fails to Comply with NRHA's Notice. If the Tenant fails to comply with NRHA's notice, and a material provision of the lease has been violated, NRHA will initiate termination of tenancy.

  Tenant Complies with NRHA's Notice. When a tenant complies with NRHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated. The staff person will document to the tenant file that the tenant has complied.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the tenant, NRHA will evaluate whether or not:

- the tenant had knowledge that his/her actions were wrong, and
- that the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong: This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law: Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the tenant omitted material facts which were known to them (e.g., employment of self or other household member).
- That the tenant falsified, forged or altered documents.
- That the tenant acknowledged and certified to statements at a rent (re)determination which were later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentations

When NRHA has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the head of household and other family member as require, as well as the NRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by NRHA. The purpose of such conference is to review the information and evidence obtained by NRHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by NRHA. The tenant will be given 5 days to furnish any mitigating evidence.

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

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

Dispositions of Cases Involving Misrepresentations

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

Criminal Prosecution: If NRHA has established criminal intent, and the case meets the criteria for prosecution, NRHA may:

Refer the case to HUD's RIGI (Regional Inspector General for Investigation) and terminate rental assistance.

Administrative Remedies: NRHA may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and execute an administrative repayment agreement in accordance with the NRHA's Repayment Policy.

- Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with NRHA's Repayment Policy.

Notification to Tenant of Proposed Action

NRHA will notify the tenant of the proposed action no later than 10 days after the tenant conference by mail.

Chapter 17

CRIMINAL RECORDS MANAGEMENT POLICY

INTRODUCTION

In the course of its regular operations, NRHA comes into possession of criminal records, as well as other documents related to criminal offenses of applicants (i.e. drug and alcohol abuse treatment documentation). While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use. NRHA shall maintain the records received for these tenants in the manner prescribed by HUD.

The Housing Authority may also be called upon to perform criminal record checks regarding applicants or tenants for housing that receives federal assistance from NRHA. NRHA shall maintain the records received for these tenants or applicants in the manner prescribed in this policy.

A . ACQUISITION

All adult applicants/residents shall complete the Dissemination Form authorizing the release of criminal record history to the Authority upon applying for housing, or at any time an existing tenant household wishes to add an adult member to the lease, or as part of the Annual Reexamination. Through its cooperative agreement with a selected vendor, a check of police records will be made. This check is done for the purpose of screening adult applicants/residents for housing.

All requests for criminal records and records relating to criminal history will be processed from the selected vendor. Only the Occupancy Staff, Property Management Staff, and The Hearing Officer, shall have access to these records (the Human Resources Manager has access to criminal records only for the purpose of screening employees/potential employees of the Housing Authority, and does not have access to criminal background checks conducted for the purpose of applicant screening). The Director of Property Management or designee shall review all files disapproved by the Occupancy Supervisor. The Occupancy Supervisor, Director of Property Management or designee, and Hearing Officer shall discuss the records with other Authority employees only as required to make a housing decision.

B. MAINTENANCE

The Authority will keep all criminal records or records relating to criminal history that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process, Hearing process, in accordance with the regulations, and/or in court proceedings. No copies will be made of the records except as required for official or court proceedings. The file shall contain a receipt of record in reference to criminal status.
The criminal records or records relating to criminal history status are maintained in a separate file from other application or eviction information. These files are maintained in locked cabinetry in a secured office with limited access. Upon making a determination of eligibility, the criminal background check information will be destroyed.

Chapter 18

SECURITY DEPOSITS

INTRODUCTION

Tenant security deposits are required to minimize collection losses and to encourage tenants to leave their apartments clean and in good condition when they vacate.

A. SECURITY DEPOSIT AMOUNT

The security deposit for Public Housing shall be equal to $200.00.

B. PAYMENT AGREEMENT

Applicants are required to pay security deposit in full at the time of an offer of unit. In documented cases of extreme hardship, a minimum of half the normal deposit may be accepted on move-in and the balance paid within sixty (60) to ninety (90) days.

C . SECURITY DEPOSIT PROCEDURES

Security Deposits are governed by the terms of the lease, 24CFR's and Virginia's Statutes. The security deposit amount will be held by NRHA until the termination of the tenant's lease and vacate of the unit by the tenant. After vacate and inspection, the security deposit may be returned to the tenant if:

1) There is no unpaid rent or other charges.

2) The unit, exterior surroundings, and all equipment therein is left clean.

3) There is no breakage or damage that is not due to normal wear and tear.

4) There is no equipment missing.

5) A fifteen (15) day written notice is provided to NRHA and the keys to the dwelling are surrendered to the management office.

D . TRANSFER OF SECURITY DEPOSIT

If a tenant transfers, the existing security deposit transfers also. The tenant will be billed for any maintenance of other charges.

Residents transferring to North Wellington or Scattered Sites will be required to pay a security deposit of $200.00. If the amount transferred is less than $200.00 the resident will have to pay the balance within 30 days of transferring, in all other sites the security deposits stay with the unit.

Chapter 19
EVICTION POLICY AND PROCEDURES

A . OVERVIEW

The eviction of a tenant from Public Housing, Non-Federally Aided, Section 236, Section 202/8, Resolution Trust Corporation (RTC), and other federally aided, state aided, or affordable housing program as operated by the Norfolk Redevelopment and Housing Authority (NRHA) is a serious matter. Eviction is not the preferred method of resolving agency or tenant problems. However, when all other reasonable efforts have failed, tenant eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the tenant population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO AND INTENDED TO SUPPLEMENT AND CLARIFY THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and the Admission and Occupancy Policies.

B . CAUSES FOR EVICTION

Tenancy may be terminated for **serious** and/or **repeated** violation of material terms of the lease agreement. The most common causes of lease termination are as follows:

- Failure to pay rent
- Failure to pay charges other than rent (maintenance repair costs, late fees, repayment agreements, or other charges as applicable)
- Drug-related criminal activity on or off NRHA premises
- Disruptive, violent, or criminal behavior that threatens the health, safety or right to peaceful enjoyment of the premises
- Unit damage/destruction
- Failure to maintain the unit in a decent, safe and sanitary condition
- Assignment of lease, subletting of premises, or providing accommodations for persons not on the lease
- Failure to appear for scheduled appointments or failure to provide information to management for continued occupancy recertifications ("family obligations")
- Threatening violence to other residents or staff.

Note: The above listing is not all inclusive of evictable violations. Violation of any material term of the lease agreement may be grounds for lease termination/eviction.

Evictions are to be based solely upon documented facts.

C. DOCUMENTATION AND PROCESSING THE REQUEST FOR EVICTION

Documentation Sources

The Property Manager shall document the tenant(s) failure to uphold the material terms of the lease. Documentation must clearly support the need for eviction. Documentation must show that all other reasonable efforts to resolve the problem and to enforce the rules and regulations have been made by the Property Manager, and/or other NRHA staff as applicable (i.e. Inspectors, Hearing Officers, Tenant Services), **or** that the seriousness of such offense requires immediate action. Documentation may consist of one or more of the following items:

- Proof of arrest and a preponderance of evidence (Note: Conviction of crime is not necessary for eviction)
- Incident Report or other written statement from law enforcement
- Written statements from credible neighbors and/or tenants
- Written statements from NRHA staff acting as eye-witnesses
- Photographic evidence
- UPCS Inspection Report, maintenance inspection, maintenance work order
- Prior written warnings from Property Manager (Written warnings must quote the applicable lease provision violated).

CAUTION: Attention should be given to the Witness's/Complainant's credibility, motivation, and source(s) of documentation provided.

Note: In the event that the eviction is for violation of health/safety (commonly referred to as "housekeeping") or for tenant damages, tenants must have been afforded the opportunity to pay the costs for repairs and failed to do so or other follow-up procedures (re-inspections, referral of tenant to outside service agencies for assistance) have failed to remedy the deficiency.

D. TYPES OF EVICTION NOTICES AND FILING PROCEDURES

Non-Payment of Rent

Notice (*Notice of Charges Due*) shall be mailed for delinquency of rent to the Head of Household.

14-Day Notice All Conventional Public Housing
Lockout paperwork (*Affidavit of Complaint for Summery Eviction*) shall be filed

with the appropriate jurisdictional Court and with the Constable in the event payment is not received in full prior to the Notice deadline.

30-Day Notice for Lease Violations

For general lease violations not inclusive of drug or criminal activity or activity posing an extreme threat to health/safety, a 30-Day Notice is served to the tenant household (*30-Day Notice of Violation of Lease and Intent to Terminate*) citing the provision(s) of the Lease violated.

The 30-Day Notice must be served with the applicable programmatic Grievance Procedure securely attached to the Notice.

The Notice and Grievance Procedure may be served by (a) Personal Service, (b) Substitute Service, or (c) Conspicuous Service. A copy of the Notice and Grievance Procedure shall be mailed to the Head of Household regardless of how the Notice is served.

In the event the tenant grieves the action (in compliance with the Grievance Procedure or Court), the Eviction is stayed until such time as a decision is rendered.

In the event the tenant does not grieve the action and the Notice period elapses, or, in the event the tenant grieves the action and the Hearing or Court results in a recommendation to proceed with the Eviction and the Notice period has elapsed, the Property Manager shall file action with the Court requesting removal of the family and release of the unit.

In the event the tenant does not vacate the Property Manager shall file for lockout with the appropriate jurisdictional Court.

72-Hour Expedited Notice

72-Hour Expedited Notice (*Notice of Violation of Lease with Intent to Terminate*) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

The 72-Hour Expedited Notice must be served with the applicable programmatic Grievance Procedure securely attached to the Notice. The Grievance Procedure states that for lease violations involving drug related criminal activity, criminal activity, or any activity of an extreme nature, there is no NRHA grievance granted by the Property Manager or the Hearing Officer. Any response the tenant shall make in regard to such Notice shall be made to the court of law in the jurisdiction in which the Notice was issued.

The Notice and Grievance Procedure may be served by (a) Personal Service, (b) Substitute Service, or (c) Conspicuous Service. Regardless of type of service, a copy of the 72-Hour Notice of Violation of Lease with Intent to terminate shall be mailed to the Head of Household.

In the event the tenant does not vacate the unit within the 3-Day Notice period, the Property Manager shall file action with the Court requesting removal of the family and release of the unit (72-*HourUnlawful Detainer*).

E. ACCEPTANCE OF PAYMENTS DUE WHILE UNDER EVICTION

Evictions for Non-Payment: No payments may be accepted by NRHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *unless* the tenant receives written notice that rent would be accepted with reservation.

*NRHA will not accept personal or private third party checks in matters of eviction for non-payment. If the tenant desires to cease the eviction action through payment of all charges and NRHA is amenable to canceling the eviction, payment must be made by cashier check or money order. (Third party checks are acceptable from known social service agencies.)

Evictions for Other than Non-Payment: No payments may be accepted by NRHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *unless* the tenant receives written notice that rent would be accepted with reservation.

F. DECISIONS OF THE COURT

In matters of Eviction, all Evictions pursued by NRHA are subject to civil law including evictions for drug-related or criminal activity.

The decisions of the presiding Court shall be considered final in all matters of eviction unless through Administrative Review it is found that staff has erred or other similar mitigating circumstances prevail. In cases wherein the decision of the Court is subject to reversal, the complete file (hardcopy of tenant file, all Eviction documentation) shall be presented to the Executive Director for review and decision.

Chapter 20

GLOSSARY OF TERMS

1. Accessible dwelling units - When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in the Uniform Federal Accessibility Standards is "accessible" within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards [1].
2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities [2].
3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility [3].
4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability [4].
5. Adjusted Income-
   Annual income, less allowable HUD deductions. HUD allowable deductions include

   - Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed, to further his/her education, or seek employment. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) For gainfully employed, the amount of income earned by the family member released to work, or (2) for education or seeking employment, the amount determined to be reasonable by the PHA when the expense is incurred to permit education or seek employment.

   - Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age, or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

   - Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant

care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

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

- For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

- For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

- Medical Expense For Elderly and Disabled Families Only:

  - Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed.

  - Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

  - For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

  - For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

- For an Elderly/Disabled Family: An exemption of $400 per household.
- The NRHA does not have any optional deductions

6. Adult: A Person who is 18 years of age of older.
7. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems [5].
8. Annual Income Includes:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

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

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized within this section. Any withdrawal of cash or assets from an investment will 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 net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see No. 13 under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see No. 3 under Income Exclusions);

(6) Welfare Assistance.

a. Welfare assistance received by the household.
b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.

c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist of:
(i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
(ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7)) under Income Exclusions.

(9) For the section 8 programs only and as provided under the restrictions on assistance to students enrolled in an institution of higher education, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education, shall be considered income to the individual, except that financial assistance described in this income inclusion is not considered income for persons over the age of 23 with dependent children. Financial assistance does not include loan proceeds for determining income.

9. Annual Income **Excludes:**

In accordance with Notice 89 FR 6126, HUD lists sources of income specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

NRHA must incorporate into its HUD programs, updated HUD regulations that provide lists of sources of income specifically excluded by any Federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

HUD last published a notice that listed federally mandated exclusions from consideration of income on May 20, 2014. Notice 89 FR 6126 replaces the previously published version, adds new exclusions, and removes exclusions that are now codified in HUD regulations.
In summary, for NRHA (4) four new income exclusions and updates to existing exclusions will identify where amounts are excluded from consideration as assets in HUD programs.
(1) Corrects an exception to payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Service Act of 1973, listed as exclusion

(2) Adds the amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409), listed as exclusion (14);
(3) Adds allowance paid to children of certain Thailand service veterans born with spina bifida (38 U.S.C. 1822), listed as exclusion (17);
(4) Corrects the exclusion of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) to more accurately capture the language of 25 U.S.C. 4103(9), listed as exclusion (23);
(5) Corrects that any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)), listed as exclusion (25);
(6) Corrects that the first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407), listed as exclusion (26);
(7) Adds the value of, distributions from, and certain contributions to Achieving Better Life Experience (ABLE) accounts established under the ABLE Act of 2014 (Pub. L. 113–295.), listed as exclusion (28); and
(8) Adds assistance received by a household from payments made under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260), and the American Rescue Plan Act of 2021 (Pub. L. 117–2), listed as exclusion (29).

The exclusions listed below apply to income only, except where HUD states that the exclusion also applies to assets. Actual income earned from an excluded asset may be included in income if it is not deposited into an account that is disregarded and excluded under one of the below authorities. If an amount is in an excluded account, like an Independent Development Account or an ABLE account, then the statute or the regulations associated with that income/asset exclusion will dictate what portion of the income earned off the amount, if any, is to be included in the family's income. Please note that exclusions (13) and (23) have provisions that apply only to specific HUD programs):

(1) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)). This exclusion also applies to assets;

(2) Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 42 U.S.C. 5058), are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)). This exclusion also applies to assets;

(3) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). This exclusion also applies to assets;

(4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506). This exclusion also applies to assets;

(5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)). This exclusion also applies to assets;

(6) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, section 6). This exclusion also applies to assets;

(7) The first $2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407–1408). This exclusion also applies to assets;

(8) Amounts of student financial assistance funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327) (as amended)

(9) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);

(10) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in

In Re Agent Orange Product Liability Litigation,

M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets;

(11) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420 section 9(c)). This exclusion also applies to assets;

(12) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

(13) Earned income tax credit (EITC) refund payments [1] received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l)). This exclusion also applies to assets;

(14) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409);

(15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95–433 section 2). This exclusion also applies to assets;

(16) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

(17) Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821–22) is excluded from income and assets (38 U.S.C. 1833(c)).

(18) Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)). This exclusion also applies to assets;

(19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2));

(20) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets;

(21) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101–503 section 8(b)). This exclusion also applies to assets;

(22) Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4));

(23) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.);

(24) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled

Elouise Cobell et al.

v.

Ken Salazar et al.,

816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291 section 101(f)(2)). This exclusion also applies to assets;

(25) Any amounts in an "individual development account" are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4));

(26) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013–1 and 2013–55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407);

(27) Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets;

(28) Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

(29) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021

(Pub. L. 117–2, section 3201). This exclusion also applies to assets.

(1) Earned Income Disallowance

(a) Initial Twelve Month Exclusion

(b) Second Twelve Month Exclusion and Phase-In

(c) Maximum Four Year Disallowance

10. Applicant - a person or a family that has applied for admission to housing.
11. Area of Operation - The jurisdiction of the NRHA as described in applicable State law and the NRHA's Articles of Incorporation.
12. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income [6].
13. Assets Include:

- Amounts in savings and checking accounts.
- Stocks, bonds, savings certificates, money market funds and other investment accounts.
- Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets.
- The cash value of trusts that may be withdrawn by the family.
- IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
- Some contributions to company retirement/ pension funds. Note the discussion below on accessibility of the funds.
- Assets, which although owned by more than one person, allow unrestricted access by the applicant.
- Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
- Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during the two years preceding certification or re-certification.

14. Assets Exclude-

- Necessary personal property, except as noted in assets inclusions.

- Interest on Indian trust lands.

- Assets that are part of an active business or farming operation.

- *NOT*E: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant's/tenant's main occupation.

- Assets not controlled by or accessible to the family and which provide no income for the family

- Vehicles especially equipped for the disabled.

- Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

- NOTE: A key factor in whether or not to include an asset in the calculation of annual income is whether any member of the family has access to the asset

15. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities [7].

16. Care attendant - a person who regularly visits the unit of a NRHA tenant to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by NRHA must demonstrate separate residence) and do not live in the public housing unit.

17. Co-head of household - One of the two people in a household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

18. Covered Person – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

19. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a $480 deduction when computing income-based rent [8].

20. Designated Family - means the category of family for whom NRHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.

21. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with HUD requirements.

22. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or

more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly [9].

23. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement [10].
24. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or tenant in the last two years at less than fair market value
25. Drug – A controlled substance as defined in the Controlled Substances Act [11].
26. Drug-related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug [12].
27. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly [13].
28. Elderly Person - A person who is at least 62 years of age.
29. Extremely Low Income Family – A Family with very low-income that does not exceed the higher of 30% of Area Median Income or the federal poverty level.
30. Family –

    Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in NRHA housing; OR

    Two or more persons who are not so related, but have regularly lived together for at least one year with a joint lease agreement and who will live together in NRHA housing.

    The term family also includes the following terms defined in this Section:

    Elderly family

    Near elderly family

    Disabled family

    Displaced person

    Single person

    Remaining member of a tenant family,

    Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family [14].

    Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued

ccupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a tenant family with the capacity to execute a lease.

31. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [15].
32. Guest – For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is 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 the lease apply to a guest as so defined.
33. Head of the Household - The family member (identified by the family) who is held responsible and accountable for the family.
34. Homeless Families – For the purpose of priority for admission, a person or persons that is residing in a homeless shelter or has been determined by a recognized homeless provider as meeting the definition of homeless in accordance with the federal regulations.
35. Household – The family, NRHA-approved foster child or children and a NRHA-approved Live-in Aide
36. HOTMA- Housing Opportunity Through Modernization Act of 2016
37. Individual with Disabilities, Section 504 definition [16]

    (a) Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

    (b) A physical, mental or emotional impairment that:

        (a) substantially limits one or more major life activities;

        (b) has a record of such an impairment;

        (c) or is regarded as having such an impairment.

    (c) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

    (d) Definitional elements:

(a) "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

(c) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(d) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(e) "Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

(f) Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

(g) Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

(h) NOTE: A person would be covered under the first item if NRHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of NRHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

(e) The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

38. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

39. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or

person(s) with disabilities and who: (a) is determined by NRHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [17]**.**

40. NRHA policy on Live-in Aides stipulates that:

    (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

    (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a tenant with a disability may be to move the family to a larger unit);

    (c) Live-in Aides have no right to the unit as a remaining member of a tenant family;

    (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a tenant family.

    (e) A Live-in aide is a single person.

    (f) A Live-in Aide will be required to meet NRHA's screening requirements with respect to past behavior especially:

        (a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

        (b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other tenants or staff or cause damage to the unit or the development; and

        (c) A record of eviction from housing or termination from tenantial programs.

41. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families[18]

42. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance [19].

43. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

44. Mixed Population Project - means a public housing project for elderly and disabled families. The NRHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

~~45. Multifamily housing project - For purposes of Section 504, means a project containing five or~~

more dwelling units [20].

46. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly [21].

47. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability

48. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of [22]:

    a. Real property (land, houses, mobile homes)

    b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

    c. Cash value of whole life insurance policies

    d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)

    e. Other forms of capital investments (business equipment)

    - Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
    - Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
    - In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or tenant receives important considerations not measurable in dollar terms.

49. Other person under the tenant's control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person).

50. Person with disabilities[1] means a person[2] who [23]—

    (a) Has a disability as defined in Section 223 of the Social Security Act [24]**;** or,

    (b) Has a physical, mental or emotional impairment that:

        . Is expected to be of long continued and indefinite duration;

            - Substantially impedes his/her ability to live independently; and,

1 NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **[24 CFR 8.4 (c) (2)]**
2 A person with disabilities may be a child.

- Is of such nature that such disability could be improved by more suitable housing conditions; or,
- Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [25]

51. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects.
52. Project, Section 504 - means the whole of one or more tenantial structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site**.**
53. Premises – The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
54. Qualified Individual with disabilities, Section 504 [26] - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the NRHA can demonstrate would result in a fundamental alteration in its nature.
    a. Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the NRHA.
    b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the NRHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services.
55. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.
56. Spouse - Spouse means the husband or wife of the head of the household.
57. Tenant Rent [27]- The amount payable monthly by the Family as rent to NRHA. When all utilities (except telephone) and other essential housing services are supplied by the Authority; Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the NRHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

58. Total Tenant Payment (TTP) - The TTP, or income-based rent, is calculated using the following formula:

    a. The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent. If the Tenant pays for the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP [28]. See the definition for Tenant Rent.

59. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned tenantial structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

60. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [29]**.**

61. Utility Reimbursement - Funds that are reimbursed to the tenant or the utility company on the tenant's behalf if the utility allowance exceeds the Total Tenant Payment.

62. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [30]

63. Violent Criminal Activity – 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. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8- assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Act of 1937 as amended by VAWA (42 U.S.C. 13925)

64. Working Families – For the purpose of admissions priority, a working family is a family that contains at least one adult that has been continuously employed full-time (30 hours per week) for at least 6 months.

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[1] 24 CFR § 8.32 & § 40
[2] 24 CFR § 8.21
[3] 24 CFR § 8.3 & § 40.3.5
[4] 24 CFR § 8.3 & § 40.3.5
[5] 24 CFR § 8.3 & § 8.23 (b)
[6] 24 CFR § 5.603
[7] 24 CFR § 8.3
[8] 24 CFR § 5.603
[9] 24 CFR § 5.403

[10] (42 USC 1437a(b)(3)
[11] 24 CFR § 5.100
[12] 24 CFR § 5.100
[13] 24 CFR § 5.403
[14] 24 CFR §§ 5 and 960
[15] 24 CFR 5.603
[16] 24 CFR § 8.3
[17] 24 CFR 5.403
[18] 42 USC 1437a(b)
[19] 24 CFR § 5.603
[20] 24 CFR § 8.3
[21] 24 CFR § 5.403
[22] 24 CFR § 5.603
[23] 42 USC 1437a(b)(3)
[24] 42 USC 423
[25] 42 USC 6001 (5).
[26] 24 CFR § 8.3
[27] 24 CFR § 5.603.
[28] 24 CFR §5.613
[29] 24 CFR § 965.473
[30] 42 USC 1437a(b)