

Housing Authority of the City of South Milwaukee

dba Parkcrest Housing

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ADMISSIONS, CONTINUED OCCUPANCY AND RENTAL POLICY (ACOP)

Purpose of Policy

The purpose of this document is to explain the policies, rules and procedures of the Housing Authority of the City of South Milwaukee, hereinafter referred to as "HACSM", as they relate to the admission of and continued occupancy of residents in public housing. It will also state the rules and procedures employed to calculate rent. This policy complies with the principles in Section 206 of the Housing and Community Development Amendments of 1979, Section 203 of the Housing and Urban Rural Recovery Act of 1983 and the Quality Housing and Work Responsibility Act of 1998.

It is the policy of the HACSM to fulfill the stipulations expressed in the U.S. Housing Act of 1937 and all subsequent amendments thereto as enacted by the Housing and Community Development Acts in the operation of all low-income public housing under its administration, and whereas it is the commitment of the HACSM, the HACSM finds it necessary to delineate the admissions, continued occupancy and rental policies and practices, and set priorities so as to accomplish its commitment to provide decent, safe and sanitary housing to eligible applicants, and residents in occupancy. It is pursuant to this goal that the HACSM establishes the following criteria pertinent to eligibility for admission to its low-income housing developments under its jurisdiction, as well as rules and regulations to determine the calculation of rents. Changes in applicable federal law or regulations as per 24 CFR Part 900 shall supercede provisions in conflict with this policy. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

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1. FAIR HOUSING POLICY

It is the policy of the HACSM to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity, as well as the provisions of the Annual Contributions Contract (ACC) governing the flow of funds between HUD and the HACSM.

In an effort to provide a decent home and a suitable living environment which fosters economic and social mobility in the tenant body as a whole, the HACSM hereby adopts policies and procedures which embody standards and criteria for tenant selection that takes into consideration the needs of individual families for low-income housing, as well as the statutory purpose in developing and operating socially and financially sound low-income housing developments.

These policies and procedures have been so designed as to preclude admission of applicants whose habits and practices may have a detrimental effect on the health, safety and welfare of the residents.

These policies and procedures have been designed in such a way as not to deny admission to any particular group or category or otherwise eligible applicants. No person shall, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, actual or perceived sexual orientation, gender identity, or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under the HACSM programs. In accordance with additional protections under the State of Wisconsin’s Fair Housing laws, no person shall, on the grounds of sexual orientation, source of income, ancestry, age, marital status or status as a victim of domestic abuse, sexual abuse or stalking, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under HACSM programs. These policies and procedures assure the objective and reasonable selection among eligible applicants and are consistent with the responsibilities of the HACSM as a public body.

2. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HACSM housing program. When such accommodations are granted, they do not confer special treatment or advantage for the person with the disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. All tenant requests for accommodation must be submitted in writing. The HACSM will determine whether the requested accommodation is reasonable based on the potential for fundamental alteration to the housing authority business, and whether or not the accommodation would create an undue financial hardship or administrative burden. Documentation regarding the need for such accommodation may be required. Any request for accommodation will be discussed with the requesting tenant in an effort to reach a suitable solution for all parties.

3. LIMITED ENGLISH PROFICIENCY

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

- a. The number or proportion of LEP persons served or encountered in the eligible service area.
- b. The frequency with which LEP individuals come in contact with the program;
- c. The nature and importance of the program, activity, or service provided by the program; and
- d. The resources available to the HACSM and costs.

Depending upon what this analysis reveals, HACSM may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized. HUD provides guidance on LEP; there is no LEP regulation.

4. OUTREACH AND AFFIRMATIVE MARKETING

In the hopes of reaching a broad spectrum of potential applicants, the HACSM will affirmatively market its public housing to the widest audience practicable. Information concerning the public housing programs shall be disseminated through the local media on a regular basis. In an effort to reach the largest audience, HACSM will also market through the use of digital means, including social media, web pages, and other electronic media. In all instances, the HACSM shall take steps to provide opportunities to households which due to other factors such as race, religion, ethnicity, sex of head of household, age, disability or source of income would be less likely to apply for public and/or assisted housing.

The HACSM, working in conjunction with social service organizations, the government and its various departments, shall commit itself to the development/provision of quality residences in public housing that will attract qualified new tenants, retaining tenants who adhere to standards embodied herein.

5. RIGHT TO PRIVACY

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

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

6. POSTINGS

In its office, HACSM will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- a. Admission and Continued Occupancy Policy
- b. Notice of the status of the waiting list (opened or closed)

- c. Income Limits for Admission
- d. Flat Rent Schedule
- e. Excess Utility Charges
- f. Utility Allowance Schedule
- g. Current Schedule of Routine Maintenance Charges
- h. Dwelling Lease
- i. Grievance Procedure
- j. Fair Housing Poster
- k. Equal Opportunity in Employment Poster

7. THE APPLICATION PROCESS

Persons wishing to apply for public housing with the HACSM will be required to complete a written application. Applications will only be accepted during periods when the HACSM opens the waiting list process for application acceptance.

When the HACSM determines it is in their best interest to open the waiting list and begin accepting applications, a notice will be published in the media and an advertisement posted and published stating the dates that applications will be accepted, and for which size unit(s). The advertisement shall contain the location where application packets may be completed, instructions for submitting a completed application packet, and any other required information regarding the application process.

The HACSM application documents must be signed by the head of household and all adult members of the family. This application shall set forth all data and information necessary to enable the HACSM to determine whether or not the family meets the conditions for admission or continued occupancy, and must include all required documentation for acceptance, including birth certificates for all household members, documentation of social security numbers for all household members. All required consent authorization documents must be signed.

All complete application packets received shall be dated and will be maintained in the HACSM office. Each application shall be assigned an appropriate place on the appropriate waiting list, in sequence based upon the date the completed application was received, suitable type and size of unit, and factors affecting preference* or priority established by the HACSM, not inconsistent with the objectives of Title III of the Civil Rights Act of 1964 and the HUD regulations and requirements pursuant thereof.

The HACSM, working in conjunction with social service organizations, the government and its various departments, shall commit itself to the development/provision of quality residences in public housing that will attract qualified new tenants, retaining tenants who adhere to standards embodied herein. The HACSM may close its waiting list by suspending the acceptance of any new applications for assistance.

Individuals who have a physical impairment, which would prevent them from completing an application in person, may call the HACSM to make special arrangement to complete their application packet.

NOTE: Eligible families on the waiting list must contact the HACSM immediately if any change in family composition, income or factors affecting preference should occur. Suitable vacancies arising at a given time at any location shall be offered to the eligible applicant first in sequence at such time. **Any change of address or phone number must be provided by the applicant in writing. If HACSM is unable to reach an applicant at the time the application is being verified, the application will be removed from the waiting list.**

8. ELIGIBILITY CRITERIA – FAMILY STATUS

All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.

Children temporarily absent from the home due to placement in foster care are considered family members. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

An **elderly family**, which is:

A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; Two or more persons who are at least 62 years of age living together; or One or more persons who are at least 62 years of age living with one or more live-in aides.

A **near-elderly family**, which is:

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; Two or more persons, who are at least 50 years of age but below the age of 62, living together; or One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

A **disabled family**, which is:

A family whose head (including co-head), spouse, or sole member is a person with disabilities; Two or more persons with disabilities living together; or One or more persons with disabilities living with one or more live- in aides.

A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

A remaining member of a resident family.

A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

9. INCOME ELIGIBILITY

To be eligible for admission, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the area median income (AMI) as established by HUD by family size.

Income limits apply only at admission and are not applicable for continued occupancy.

A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of HACSM.

10. CITIZENSHIP/ELIGIBILITY STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household. Any family member who does not choose to declare their status must be listed on the statement of noneligible members. If no family member is determined to be eligible under this section, the family's eligibility will be denied.

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status. All adults must be able to sign the lease. If the State of Wisconsin forbids individuals with ineligible immigration status from executing contracts (i.e. leases or other legal binding documents), then they are ineligible for this program.

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

11. SOCIAL SECURITY NUMBER DOCUMENTATION

Prior to admission, every family member must provide HACSM with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member became a member of the household within six months prior to the date of admission and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. HACSM shall grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the Social Security Number is not provided within the required period, the assistance shall be terminated.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, HACSM will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family has applied for a social security number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to HACSM within forty-five (45) calendar days of it being requested, the family is removed from the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance. HACSM shall grant one ninety (90) day extension from denial if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

12. SIGNING CONSENT FORMS

In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

The consent form must contain, at a minimum, the following:

- A provision authorizing HUD or HACSM to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
- A provision authorizing HUD or HACSM to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
- A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- A statement allowing HACSM permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- Authorization to release the information requested by the consent form. HUD forms expire after a period of 15 months. A new HUD authorization must then be completed; and
- Authorization to obtain credit reports.

13. OVER-INCOME TENANTS

A tenant will be determined to be over income and no longer eligible for public housing when the annual household income has exceeded 120% of the income limit for two consecutive years. The HACSM will begin tracking the two-year period at the annual or interim reexamination that first determines that the tenant's income has exceeded the limit.

If a tenant is determined to have household income that exceeds the 120% income limit for two (2) consecutive years, the tenant will be notified in writing that if the household's income still exceeds the over-income limit twelve (12) months later, the tenancy will be terminated within six (6) months. If the tenant's household income falls below the over-income limit before the two-year mark, the slate will be cleared until such time that the household income exceeds the 120% income limit, at which time the two (2) year timeline will restart.

14. SUITABILITY AND APPLICATION REVIEW

Applications are thoroughly vetted at the time the application rises to the top of the waiting list and a unit is available. Upon review and verification of the completed application materials, the HACSM will promptly notify any applicant determined to be ineligible for admission, the basis for such determination and shall provide the applicant, upon written request within fourteen (14) calendar days of the denial, an opportunity for an informal review on said determination.

Applicants to be admitted into the HACSM's low-income housing must satisfy all of the following requirements:

1. Qualifies as a family.
2. Has a total family income, less enumerated deductions, which cannot exceed the maximum income limits for admission (income may not exceed 80 percent of the area median income (AMI) as established by HUD for family size.
3. Meets citizenship, national, or non-citizen who has eligible immigration status under Section 214 of the Housing and Community Development Act of 1980.
4. All adult household members (18 years of age or older) shall be able to sign all application and lease documents. If ineligible to execute a contract due to ineligible immigration status, they are not eligible for housing.
5. All adult household members shall sign any required consent for authorization forms.

SUITABILITY:

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. HACSM will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, HACSM employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

HACSM will consider objective and reasonable aspects of the family's background, including the following:

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

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

1. A credit check of the head, spouse and co-head; and all persons over the age of 18.
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, HACSM may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Info. Center (NCIC);
4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
5. HACSM will check HUD's Earned Income Verification (EIV) system for debts owed and adverse terminations information from prior tenancies with subsidized housing providers.

If an applicant is denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information following the denial. Applicants that are denied housing will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with this notice.

The above criteria will not be employed to deny admission to, to exclude from participation in, to be denied the benefits of, or otherwise subject to discrimination potential residents of HACSM programs on the basis of race, creed, color, sex, religion, ancestry, age, national or ethnic origin, parental status, marital status, familial status, source of income, actual or perceived sexual orientation, gender identity, disability, status as a victim of domestic abuse, sexual abuse or stalking, or any other factors enumerated in Title VI of the Civil Rights Act of 1968, or in accordance with additional protections under the State of Wisconsin's Fair Housing laws.

15. GROUNDS FOR DENIAL

HACSM is not required or obligated to assist applicants who:

- a. Do not meet any one or more of the eligibility criteria;
- b. Do not supply information or documentation required by the application process or fail to supply the information in a timely manner;
- c. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- d. Have a history of not meeting financial obligations, especially rent;
- e. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- f. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property; Being a victim of domestic violence, dating violence, sexual assault or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. HACSM will require verification in all cases where an applicant claims protection against an action proposed to be taken by HACSM involving such individual. Types of acceptable verifications are outlined in the Admissions and Continued Occupancy Policy, and must be

- submitted within 14 business days after receipt of HACSM's written request for verification;
- g. Have a history of disturbing neighbors or destruction of property;
 - h. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
 - i. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
 - j. Were evicted from assisted housing within the past five years because of drug- related criminal activity. The five-year limit is based on the date of such eviction, not the date the crime was committed.
 - k. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;
 - l. HACSM determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - m. HACSM determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; With respect to criminal activity described in paragraphs J, K, L, and M of this Section, HACSM may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.
 - n. Have engaged in or threatened abusive or violent behavior towards any HACSM staff member or resident.
 - o. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
 - p. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
 - q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

However, HACSM may admit the household if the PHA determines:

- a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by HACSM; or
- b. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

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

- a. Is participating in a supervised drug or alcohol rehabilitation program;
- b. Has successfully completed a supervised drug or alcohol rehabilitation program; or
- c. Has otherwise been successfully rehabilitated.

For this purpose, HACSM will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

For denying an admission based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before HACSM denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. HACSM can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If HACSM denies an applicant admission to its public housing program on the basis of a criminal record, HACSM must notify the household of the proposed action and must provide the person with the opportunity to dispute the accuracy and relevance of the reason for proposed denial of admission. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If HACSM does not receive the dispute within the allotted time, the applicant will be denied.

16. ANTI-FRAUD POLICY

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

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

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

- Require the resident to immediately repay the amount in question;
- Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this policy;
- Terminate the resident's tenancy;
- Refer the case for criminal prosecution; or
- Take such other action as the HACSM deems appropriate.

17. MANAGING THE WAITING LIST

Opening and Closing the Waiting List:

Opening of the waiting list will be announced with a public notice stating that applications for public housing will be accepted. The public notice will state where, when, and how to apply, and will include the deadline for applications. The notice will be published in a local newspaper of general circulation, on the HACSM website, and also on social media. The public notice will state the wait lists that are open (bedroom size of units). The notice will be in compliance with Fair Housing requirements.

Organization of the Waiting List:

The waiting list will be maintained in order of bedroom size, and then in order of date and time of application.

Families Nearing the Top of the Waiting List:

When a family is near the top of the waiting list, the family will be contacted by telephone to confirm their continued interest in being housed at HACSM. Following confirmation of continued interest, the verification process will begin.

Removal of Applications from the Waiting List

HACSM will remove an application from the waiting list if:

1. The applicant requests that their application be removed;
2. The applicant fails to respond to a written request for information, or a request to declare their continued interest in the program; or
3. The applicant does not meet the eligibility criteria for the program.

18. SELECTION FROM THE WAITING LIST

HACSM will follow the statutory requirement that not less than **40%** of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the Area Median Income (AMI). To ensure this requirement is met HACSM will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, HACSM will skip higher income families on the waiting list to reach extremely low- income families.

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

The Housing Authority has adopted a broad range of income policy. When monitoring the incomes of newly admitted families, HACSM may select families, regardless of their application date and time stamp, who may assist HACSM in achieving its broad range of income objective. To achieve this objective, applicants may be selected from the waiting list whose total annual household income (based on family size) is extremely low (0-30% of AMI); or very low (>30% but <50% of AMI); or low income (>50% but <80% of AMI) based on the most recent income limits provided by HUD.

Under this policy, all income will be verified. If income verification indicates that the applicants selected under this preference do not meet the criteria for broad range of income preference, they will be placed back on the waiting list in date/time stamp order. If income verification documents they meet the broad range of income preference and they meet all other selection criteria, they may be offered a unit over other applicants on the waiting list.

19. NON-COMPLIANCE WITH HACSM APPOINTMENTS AND SUBMISSION OF DOCUMENTS

Applicants and tenants must adhere to all schedules established by the HACSM to review eligibility for admission and to determine continued eligibility. Applicants and tenants who fail to keep an appointment without notifying the HACSM and without re-scheduling the appointment shall be sent a 5-Day Notice of Termination or will be removed from the waiting list.

Process When Appointment(s) Are Missed: - In all circumstances, families will be eligible to reschedule appointments one (1) time. If the family does not appear or call to reschedule the appointment(s) prior to the appointment time, HACSM will begin the termination process. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process. **Only tenants are afforded a grievance. The grievance procedures do not apply to applicants.**

If the representative of the HACSM and/or hearing officer makes a determination in favor of the applicant/tenant, the HACSM will comply with the decision.

Letters Mailed to Applicants by the HACSM: - If an applicant claims they did not receive a letter sent by the HACSM which requested information from the applicant or to have them attend an interview, the HACSM will determine whether the letter was returned to the HACSM. If the letter was not returned to the HACSM, the applicant will be assumed to have received the letter.

If the letter was returned to the HACSM and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HACSM in writing of any change of address or telephone number.

20. NOTIFICATION OF APPLICANTS/INFORMAL REVIEW

If HACSM determines that an applicant does not meet the criteria for receiving public housing assistance, the applicant will receive written notice of this determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request, in writing, an informal review of the decision. The applicant must submit a written request within fourteen (14) calendar days, and may provide written documentation to support any claim that information upon which the determination was based is inaccurate.

Following review of the application and any other written documentation provided by the applicant, HACSM will notify the applicant of the final decision within 30 business days, and will provide a brief statement of the reason(s) for the final decision. If the decision to deny housing is affirmed, any application submitted by the applicant will not be considered for a period of 24 months from the date of the denial.

The HACSM grievance procedure applies only to residents. It does **not apply** to applicants. HACSM will maintain all applicants' records indicating the final action taken, including applications that have been determined inactive.

21. OCCUPANCY STANDARDS

The following standards will determine the number of bedrooms required to accommodate a family of a given size and will be adhered to in every instance where availability of units permits.

# Bedrooms	Minimum # Persons	Maximum # Persons
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

Tenants shall not be transferred to a dwelling unit of equal size within Parkcrest. If, per the occupancy standards, the size of the dwelling unit is no longer appropriate to tenant's needs, HACSM may transfer that tenant to another unit of appropriate size when one becomes available. If the tenant refuses such appropriate accommodations, their lease may be terminated.

In determining bedroom size, HACSM will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- a. Adults and children will not be required to share a bedroom;
- b. Foster adults and/or foster children will not be required to share a bedroom with family members;
- c. Live-in aides are eligible for a separate bedroom if available.

Accessible Units: Accessible units will be first offered to current tenant families who may benefit from the accessible features of the vacant unit. If there are no tenants needing the accessible unit, it shall then be filled from the appropriate waiting list who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. If, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit, the tenant may be transferred. Any tenant family required to transfer will be given a 30-day notice.

22. LEASING OF DWELLING UNITS

When a determination has been made as to the eligibility and satisfaction of all requirements for admission including the tenant selection criteria, a meeting will be scheduled with the applicant to review income and asset documentation, and to provide information to the applicant regarding HACSM policies and procedures. HACSM policies will be explained to the applicant in detail. An approximate date of occupancy will be determined following the initial meeting with the applicant. The applicant will be provided seven (7) calendar days from the date of the meeting to pay the security deposit to secure a housing unit, and to set the final move-in date.

The full security deposit and first months rent shall be paid by the new Tenant prior to the signing of the lease. The head of household and all adult family members (at the time of initial lease signing, or upon attainment of the age of 18) will be required to sign a lease agreement and all other required documents prior to actual admission. The Executive Director or designee will also sign the lease documents. One copy of the signed lease documents will be provided to the tenant, and one copy kept in the HACSM's office. Copies of the Resident Handbook, Grievance Procedure, and HACSM policies will be provided to the tenant and will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with HACSM staff. The certification will be filed in the resident's file.

Only those persons listed on the lease and/or most recent certification form shall be permitted to occupy a dwelling unit unless there is a birth to a family member or an addition authorized by the HACSM in writing.

23. INCOME

Annual income means all amounts, monetary or not, that (24 CFR §5.609(a)):

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

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

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

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

- d. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- f. Welfare Assistance/W-2: Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - a. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - b. Are not otherwise excluded under this Policy.
- g. Imputed welfare income: A family's annual income includes the amount of imputed welfare income (due to welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements), plus the total amount of other annual income. Tenants are responsible for providing welfare reduction information to HACSM. HACSM will use this information to determine the amount of imputed welfare income for a family. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or annual reexamination of family income and composition during the term of the welfare benefits reduction.
- h. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- i. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

Income includes, but is not limited to, all amounts, monetary or not, as specified in the federal regulations currently found in CFR §5.609(a). HACSM will not provide exclusions or deductions from income in addition to those already provided for by HUD.

24. EXCLUSIONS FROM ANNUAL INCOME

Annual income does not include the following (24 CFR 5.609(c)):

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- 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 or personal or property losses;
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of a live-in aide, (as defined in §5.403);
- f. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amounts received under training programs funded by HUD;

- i. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self- Sufficiency (PASS);
- j. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- k. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the housing authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- l. Incremental earnings and benefits received by any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- m. Temporary, nonrecurring or sporadic income (including gifts). This specifically includes temporary income payments from the U. S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;
- n. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- o. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- p. Adoption assistance payments in excess of \$480 per adopted child;
- q. The incremental earnings due to employment during a cumulative 12- month period after the date of initial hire shall be excluded. This exclusion is only available to the following families:
 - Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

This is often referred to as the *Earned Income Disregard*. During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income. The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. This is true if it is implemented prior to August 10, 2016. After that date, the lifetime Disregard will end 24 months after it began.

- r. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- s. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- t. Amounts paid by a State agency to a family with a member who has a developmental disability and living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- u. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that

includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. These exclusions include:

- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
- Certain Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- Payments or allowances made under the Department of Health and Human Services' Low-Income Energy Assistance Program (42 U.S.C. 8624(f));
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407);
- Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). See definition of Tuition in Glossary;
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (g));
- 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-Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1721);
- 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);
- Earned income tax credit (EITC) refund payments 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));
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- Any allowance paid under the provisions of 38 U.S.C. 1883(c) 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 service veterans born with spina bifida (38 U.S.C. 1821);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));

- Allowances, earnings and payment to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- 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);
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- Payments from any deferred 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));
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- 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);
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a));
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

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

25. DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income

- a. \$480 for each dependent;
- b. \$400 for any elderly family or disabled family;
- c. The sum of the following, to the extent the sum exceeds three percent of annual income:
- d. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
- e. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- f. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

26. VERIFICATION

It shall be the responsibility of the tenant to provide documentation required to verify eligibility for admission or continued occupancy, including information required to determine income and rent. HACSM will verify information related to eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

Age, relationship, U.S. Citizenship, and Social Security numbers will be verified with documentation provided by the family.

Other information will be verified by the following verification methods acceptable to HUD.

Verification Sources:

- a. Upfront Verification - Independent sources including: Enterprise Income Verification (HUD), State Wage Information Collection Agencies, State systems for Temporary Assistance for Needy Families (TANF), Credit Bureau Information (CBA) credit reports, Internal Revenue Services (IRS) Letter 1722, Private Sector Databases (e.g. The Work Number).
- b. Third Party Written Verification – through an employer or public agency
- c. Third Party Oral Verification – Direct contact with the source, in person or by phone.
- d. Review of Documents – Provided by the family (income or benefit check stubs, income tax returns, banking or other asset account statements, child support orders and payment history, etc.)
- e. Elderly or Disabled Families on Fixed Incomes – SSI, SSDI, Pension plans, IRAs
- f. Self-Certification and Self-Declaration – When other verification sources are not available, the HACSM will accept a statement detailing information needed, signed by the head of household, and all adult family members.

Information Subject to Verification:

HACSM will verify the following information to determine eligibility and rent, at the time of initial housing, and upon recertification:

1. Income. Income verification will be performed through the above verification sources/methods.
2. Assets. The HACSM will review all savings and checking account statements, debit card statements, retirement accounts, government assessed property values, tax returns, etc.
3. Family Size and Composition. The HACSM will rely on the declaration of the applicants related to family size, composition and the relationship among the family members. An order or court decree proving permanent guardianship and custody of any minor children that are not the natural or adoptive children of the applicant family will be required.
4. Age of Family Members. The HACSM will request that birth certificates be provided to verify age.
5. Marriage Certificate. If a marriage certificate is not available, the following information is acceptable:
 - Drivers license that displays the same address and last names.
 - Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period.

- Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, or local government and indicates that the individuals are living as a married couple.
 - The couple must also certify on their application for admissions that they are married.
6. Separation or Divorce. If an applicant is divorced or separated and has a child or children by that spouse the applicant must provide one of the following verifications:
 - A Final divorce decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
 - Receiving court-ordered child support from former spouse.
 - Verification that applicant is pursuing child support through the courts or probation department.
 - Receipt of TANF (Temporary Assistance to Needy Families) through the municipal or county Department of Human Services for former spouse's children.
 - A written statement from an attorney certifying that a suit for divorce has been filed.
 - A written statement from an abuse shelter, law enforcement agency, social service agency that the applicant needs housing due to physical abuse.
 7. Unemployment Compensation or Veterans benefits.
 8. Non-Economic Selection Criteria. The HACSM will make use of credit checks. Home visits by HACSM's staff, court and police records, and references of prior landlords to obtain this information.
 9. Handicap or Disability. A physician's certificate verifying the handicap or disability may be required. In addition, verification by a clinic, hospital, welfare agency, the Social Security Administration, vocational rehabilitation agencies, and similar sources will be acceptable.
 10. Social Security Numbers. The HACSM will require Social Security cards for each family member.
 11. Eligible Citizenship Status. The HACSM requires verification of eligible citizenship status in the form of birth certificates, passports, permanent residency cards, etc.

All information obtained from the applicant concerning eligibility will be verified when a suitable dwelling is expected to be available.

Confidentiality. All records concerning an applicant or tenant are strictly confidential.

All applicants applying for public housing shall complete and execute a release for information form. This form will enable the HACSM to obtain information regarding the applicant. Such information will be used solely in determining eligibility and suitability for admission.

27. DETERMINATION OF TOTAL TENANT PAYMENT AND RENT

FAMILY CHOICE: At admission, and each year at the time of the annual recertification, each household may choose to have their rent determined under the formula method or having their rent set at the Flat Rent amount. Flat Rent is a monthly rent amount established for the unit set at 80% or greater of the Small Area Fair Market Rents (Milwaukee County). The flat rent for the unit size will be provided to the tenant and the tenant will choose Flat or Income-Based rent. A form will be completed documenting the tenant choice. HACSM staff may assist the tenant in identifying the rent method that would be most advantageous to the tenant family.

FLAT RENT: HACSM has set a flat rent for each public housing unit. Minimum flat rents are set at no less than 80% of the Fair Market Rent (FMR) as established by HUD for the area. Alternatively, flat rents may be set at no less than 80% of such other applicable FMR that has been determined to more accurately reflect the local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used for purposes of the applicable FMR. This is referred to as the applicable Small Area Fair Market Rent (SAFMR) or unadjusted rent). HACSM uses the applicable SAFMR, which HUD publishes

annually on its website, available at: <http://www.huduser.org/portal/datasets/fmr/smallarea/index.html>

Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. HASCMS will post the flat rents in the HASCMS office. There is no additional utility allowance for families paying a flat rent because HASCMS has already factored who pays for the utilities into the flat rent calculation.

In no event shall the flat rent be less than 80% of the local FMR established by HUD, or 80% of the applicable SAFMR. Any increase caused by an increase of the flat rent required by HUD shall be limited to 35% of the existing flat rent per year unless state or local law requires a lesser increase. (24 CFR 960.253)

Upon issuance of new FMRs by HUD, HASCMS must determine if the current flat rents are at least 80% of the new FMR, and update the flat rent amounts, if necessary, to meet the 80% requirement within a reasonable time, but no later than 90 days of HUD publishing new FMRs.

INCOME BASED RENT: Income based rent is based on the greater of the two following income-based rent options, which equal the total tenant payment:

- 30% of family monthly adjusted gross income; or
- 10% of family monthly income

The family will pay the greater of the total tenant payment, or the minimum rent established for all units, which is \$50.00 per month.

Families that select the Flat Rent option upon admission or upon their annual recertification may request to have a reexamination and return to income-based rent only for the following reasons:

- The family's income has decreased;
- The family's circumstances have changed, increasing their expenses for childcare, medical care, loss of employment, etc.;
- Death or debilitating illness of a household member;
- Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

To switch from Flat Rent to income-based, documentation must be submitted a minimum of five (5) calendar days before the first of the month in which rent will be due.

If regular monthly income cannot be determined (i.e., income fluctuates greatly from month to month), monthly review of income documentation and monthly adjustments may be made if requested.

Note: As per current HUD policies under the Quality Housing and Work Responsibility Act of 1998 (QHWRA) tenants may only opt to switch to flat rent once per year at their annual rent recertification. If a family has an increase to income and has selected income-based rent, the household will remain on income-based rent until the next recertification.

Income-Based Rent may change during the period between regular recertifications if significant changes to household income occur, per the following:

1. Tenants on income-based rent must provide a written statement and required documentation of any change in their circumstances (such as a decline or increase in monthly income, assets, expenses or any change to household composition). Any increase of more than \$85.00 in monthly combined gross income from all sources must be reported to the office with written documentation provided by the

income source within ten (10) calendar days. A list of acceptable verification documents for most common income sources is posted in the office and provided to the tenant at the time of lease signing. In the event an income source is not included on the income documentation list provided, it is the tenant's responsibility to inquire as to what documentation is necessary prior to the ten (10) calendar day requirement.

2. A member of the household commences to receive public assistance or assistance is terminated.
3. If it is found that a tenant has misrepresented the facts upon which rent is based so that the rent owed is less than it should be, the increase in rent will be retroactive.

28. RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

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

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

Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)

Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3. Subtract the total tenant 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").

Step 4. Divide the family 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".

Step 5. 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".

Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.

Step 7. 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, HACSM will use the TTP as the mixed family TTP.

29. UTILITY ALLOWANCE

HACSM has established a utility allowance for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

An applicable utility allowance shall be subtracted from the established gross rent. Per the terms of the lease, the tenant shall pay the greater of the minimum payment required to continue service, or the full utility allowance to WE Energies each month. Failure to pay the utility allowance in full may result in termination of the lease. The Head of Household is not authorized to transfer the electric bill out of their name at any time during their tenancy without prior written consent of the HACSM.

30. RENT COLLECTION

Rents are due by the first of each month, payable at the HACSM office. Payments may be mailed, brought to the office personally during regular office hours, or deposited in the mail slot at the HACSM office. Rent must be paid by check or money order. HACSM does not accept cash payment for rents or any other charges.

A 14-Day Notice of overdue payment and a late charge of \$30.00 will be imposed upon any tenant who fails to pay rent in full by the 5th day of the month, in accordance with the posted "Schedule of Charges/Allowances". A notice to vacate required by State or local law may be combined with or run concurrently with a notice of overdue payment. Non-negotiable items, such as checks written improperly, etc. will be returned to the tenant via first class mail. If negotiable payment is not received in full by the 5th of the month, a late fee will be imposed.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered non-payment of rent, and a late charge will be incurred plus a returned check fee in accordance with the HACSM Schedule of Charges/Allowances.

31. REPAYMENT AGREEMENTS

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

HACSM may require that a repayment agreement for delinquent rent to be executed through a formal court stipulation, if applicable.

Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new

repayment agreement, the PHA must terminate the family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the HACSM, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- Reference to the paragraphs in the lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the HACSM.
- The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

HACSM is required to determine retroactive rent amount as far back as documentation of family reported income is available. For example, if HACSM determines that the family has not reported income appropriately for a period of five years and only has documentation for the last three years, HACSM is only able to determine retroactive rent for the three years for which documentation is available.

The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed forty (40) percent of the family's monthly adjusted income. However, HACSM has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

Repayment Time Period: The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Repayment Options. Tenants have the option to repay the retroactive rent balance as follows: In a lump sum payment; in monthly installments; or a combination of a lump sum and monthly installments. For example, a tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.

32. SECURITY DEPOSITS

All residents of low-income public housing units will be responsible for a security deposit of \$300.00.

After a family moves out, HACSM will return the security deposit within 21 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

33. VISITORS

A visitor is permitted to stay overnight in the unit a maximum of seven (7) nights per any twelve (12) month period. Any visitor wishing to stay in excess of seven (7) nights must have prior written approval from the HACSM. *Tenants failing to get prior authorization will be subject to termination and eviction.* Tenants will not

be given permission to allow a former tenant of the HACSM, who has been evicted, to sleep overnight in the unit for any period of time whatsoever.

34. EMERGENCY CONTACTS

It is recommended that all tenants provide emergency contact information to the HACSM. The emergency contact will be contacted by HACSM only in the event that the tenant becomes incapacitated, seriously ill, has died, or if HACSM determines that the tenant is unfit and unable to govern their affairs and meet their responsibilities under the lease.

In the event of incapacity or death of the tenant, all personal property of the tenant must be removed from the unit within fourteen (14) calendar days of the date of HACSM's determination of incapacity or the date of death. HACSM will consider evidence of hardship requiring reasonable additional time within which to remove the tenant's belongings following their death or incapacitation. The contact person shall not be liable for rent or other charges owed by the tenant to the HACSM.

35. TRANSFERS

Transfers of families from one unit to another shall occur only as follows:

- Increase or decrease in family size that creates overcrowding or underutilizing of the unit.
- Family whose member becomes disabled, or when a disabled member no longer lives in the unit.
- To facilitate a modernization project or as needed for other management purposes.
- To assist a tenant that is the victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking according to VAWA.

If a tenant family transfers from one dwelling unit to another, a new lease shall be executed.

Types of Transfers:

Emergency Transfers: These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members, or where a family member is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking. All emergency transfers shall be completed as soon as practical.

HACSM Initiated. The HACSM may, at its discretion, transfer residents because a unit becomes uninhabitable or is in need of major repairs. For these types of transfers, the HACSM will cover the cost of the transfer pursuant to costs allowed by HUD.

Transfers for Reasons of Health. A tenant may be transferred when the HACSM determines that there is a medical need for such transfers, such as the inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HACSM reserves the right to make its own evaluation of the situation and documentation. If the documentation supports the tenant's claim that there is a substantial and necessary medical need for such transfer, the request for transfer shall be granted. The tenant must pay for all of their moving expenses.

Transfers for Over/Under-housed Families to the Appropriate Unit:

HACSM may transfer residents to an appropriate sized unit based on the Occupancy Guidelines. Such transfers may be initiated by HACSM, or requested by the tenant during periods when the waiting list for the appropriate sized unit is open. Transfers will be made in accordance with the following principles:

- Determination of the correct sized unit shall be in accordance with and as outlined in HACSM's

Occupancy Guidelines.

- When the transfer is at the request of the tenant, it will not be approved if the tenant is not in good standing with HACSM. This means the family must be in compliance with the lease, and current in all payments to HACSM.
- The tenant must pay for their moving expenses.

HACSM reserves the right to cancel a transfer at any time for good cause including but not limited to the family no longer being in good standing with HACSM, is pending eviction, or if the reason for the transfer no longer exists.

Priorities for Transfers

All transfers must be either for health reasons, for relocation to an appropriate sized unit, or initiated by the HACSM due to modernization/repair work. Priority transfers are listed below:

1. Transfers for health reasons,
2. Tenants who are under-housed; and,
3. Tenants who are over-housed by two or more bedrooms.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Executive Director.

Moving/Storage Expenses

The HACSM shall not provide a mover at its expense for any tenant moving out of public housing. In addition, the HACSM will not reimburse any tenant for any miscellaneous expenses involved with moving from one apartment to another.

When a tenant vacates the apartment, a move-out inspection will be performed. If, during this inspection, it is found that furnishings have been left by the tenant, the costs to remove, store or dispose of these furnishings will be charged to the tenant. The costs will be deducted from any security deposit of that tenant. All charges will be based on an hourly rate for removal and actual rate for storage and/or disposal.

Right of HACSM in Transfer Policy

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer. The HACSM reserves the right to cancel a transfer at any time for good cause including but not limited to: the family is no longer a resident in good standing, is pending eviction, or the reason for the transfer no longer exists.

36. RECERTIFICATIONS/RE-EXAMINATIONS

At least annually, HACSM will conduct a reexamination of family income and circumstances. The results of the reexamination will determine the family's continued eligibility, the amount of rent the family will pay, and whether the family is housed in an appropriately sized unit.

The length of time from the date of admission to the date of first recertification may not exceed twelve (12) months according to current federal regulations. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled recertification may be conducted in a period of less than twelve months.

Approximately three (3) months prior to a lease renewal date, the HACSM will send a notice informing the tenant of the requirements necessary to recertify and renew the lease. The tenant must provide all requested information within fourteen (14) calendar days. If a tenant fails to submit the requested documentation, a reminder notice requesting the information will be sent and the tenant will have 10 calendar days to provide the documentation. If the tenant fails to respond within ten (10) calendar days, a 5-Day Notice to Vacate will be sent to the tenant prior to lease termination.

Tenant households must furnish all requested and accurate information regarding family composition, employment, asset information, and household income as may be necessary to make a determination with respect to rent, eligibility and the appropriateness of the unit size. Required verification may include, but is not limited to, earning reports from employers, copies of state and federal income tax returns of all household members, W-2 forms, bank statements, asset account statements, retirement account statements, child support payment history, federal and state benefit letters, etc.

All adult household members will be required to sign authorization forms to allow the HACSM to verify the family's income and eligibility to remain in public housing.

Following the reexamination process, the tenant will be notified in writing of any changes in rent or unit to be occupied, and of any misrepresentations or lease violations revealed by the recertification and the corrective action that must be taken. If HACSM determines that the family has had an increase in income of more than \$85 per month that was not reported since the last annual recertification, HACSM will determine the appropriate new rent amount and will charge the tenant the new amount plus any retroactive rent owed to the date that the rent change would otherwise have been effective. The tenant may select Flat Rent or income based rent each year at the time of their recertification.

37. INTERIM RE-EXAMINATIONS

During the lease agreement, changes in income or family composition shall be processed as follows: Tenants on income-based rent must provide a written statement and required documentation of any change in their circumstances (such as a decline or increase in monthly income, assets, expenses or any change to household composition).

Any increase of more than \$85.00 in monthly combined gross income from all sources must be reported to the office within ten (10) calendar days. Written documentation from the income source must be submitted to the office within ten (10) calendar days. A list of acceptable verification documents for most common income sources is posted in the office and provided to the tenant at the time of lease signing. In the event an income source is not included on the income documentation list provided, it is the tenant's responsibility to inquire as to what documentation is necessary prior to the ten (10) calendar day requirement.

In the event of any rent adjustment, the HACSM will mail or deliver a "Notice of Rent Adjustment" to the tenant. In the case of a rent increase, the adjusted rent will take effect the first day of the second calendar month following the date of the increase in income, unless the rent increase results from a finding of intentional misrepresentation or concealment. In the case of a decrease in rent, the adjusted rent will take effect the first day of the following month provided the resident has submitted all of the required income documentation. Families with widely fluctuating income may request monthly interim reexaminations, in which case any change in rent will be effective the first of the following month. Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, HACSM will take timely action to process the interim reexamination and recalculate the family's rent.

38. ADDITION OR REMOVAL OF FAMILY MEMBER TO HOUSEHOLD

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

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

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

In cases where a resident requests a live-in aide, the procedure mentioned for adding a family member does not apply. Requests for live-in aides are considered reasonable accommodation requests. As such, the resident needs to submit a reasonable accommodation request to the HACSM and provide supporting documentation verifying the need for a live-in aide. The live-in aide must complete an application to be housed with the family. The HACSM does conduct background checks for all live-in aides and reserves the right to deny the person as a live-in aide if the aide does not meet the HACSM screening criteria. In addition, a person who wishes to become a live-in aide must meet the definition of a live-in aide (see 24CFR 5.403(b)). In cases where the request for a live-in aide is approved, the income of the live-in aide is excluded, the resident is responsible for the conduct of their live-in aide and the resident must remain lease compliant. A live-in aide also does not qualify as a remaining member of the household under the definition of family. Aides that are family members will not qualify for the family to receive an additional bedroom by transfer to a larger unit.

All tenants must report any change in family composition or status in writing to the HACSM within ten (10) calendar days of its occurrence. All income-based rent tenants must report any change in household income in writing to the HACSM within ten (10) calendar days of the change. Failure to report these changes and provide the required documents within the ten (10) calendar days following the change will be grounds to terminate the lease.

39. SPECIAL RECERTIFICATION / ZERO INCOME FAMILIES

If it is not possible to determine annual family income with any reasonable degree of accuracy for zero income families or families with unstable or no income, a temporary determination of income and rent will be made every sixty (60) days according to the Special Recertification/Zero Income procedure, to be in compliance with HUD guidelines. A special recertification may take place every thirty (30) days in some circumstances, or at the request of the tenant.

Families that report no regular source of household income will be notified and provided with documentation to complete in which household expenses and cash and/or non-cash contributions will be reported. The examination of income and cash and non-cash contributions to the household will occur on a regular basis until such time that the household establishes a regular source of income.

If contributions are made to the household in cash, gift cards, or purchase of goods or services made on behalf of and in support of the household by friends or family members, the individual making the contribution must provide a signed certification of such cash or non-cash contribution. Such certification shall include the dollar amount of any cash or value of any non-cash contributions, such as gift cards, bills paid on behalf of the tenant, etc.

Tenants are responsible for keeping records of and recording all contributions to their household on the Special Recertification form. If contributions to the household are not reported, or if a tenant fails to comply with Special Recertification requirements or fails to timely report, the tenant will be subject to loss of assistance and termination of tenancy.

Where there is no regular family income (e.g. due to unemployment), a temporary minimum rent of \$50.00 will be established.

If a family has income which is not verified and rent cannot be established due to the tenant's failure to submit the required information, the tenant is subject to eviction.

40. EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

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

In the case of widely fluctuating income and tenant's that choose to report such income increases and reductions on a monthly basis, any change to rent calculation will be effective the first of the upcoming month.

41. HACSM POLICIES

The following policies are in place and are referenced in the public housing lease:

COMMUNITY SERVICE POLICY

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 yrs. or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

Definitions

Community Service: Volunteer work, which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Youth or senior organizations
- Caring for the children of other residents so they may volunteer
- Local food pantries

Note: Political activities are excluded

Self-Sufficiency Activities which includes, but are not limited to:

- Job training programs or GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy classes
- Budgeting and credit counseling
- Full time student status at any school, college or vocational school

Exempt Adult – an adult member of the family whom:

- Is 62 years of age or older
- Is blind or disabled as defined under Social Security Act, and who certifies that because of this disability are unable to comply with the service requirements
- Is the primary caretaker of a blind or disabled individual
- Is engaged in work activities (minimum of 20 hours per week)
- Meets the requirements for being exempt from work under State welfare to work programs
- Receives assistance under a qualifying State program and has not been found to be in non-compliance with such a program

Requirements of the Program

The eight (8) hours per month may be either volunteer work or self-sufficiency program activities or a combination of the two.

At least eight (8) hours of activity must be performed each month. An individual may not skip a month and double up the following month unless special circumstances warrant special consideration. HACSM will make the determination of whether to allow or disallow a deviation from the schedule.

Family Obligations

At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by HACSM) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors or counselors certifying to the number of hours contributed.

If a family member is found to be non-compliant at re-examination, the family member and the Head of Household will sign an agreement with HACSM to make up the deficient hours over the next twelve (12) month period.

If, at the next annual re-examination, the family member is still not compliant, the lease will not be renewed and the entire family will have to vacate, unless the non-compliant member agrees to move out of the unit.

The family may use the Grievance Procedure to protest the lease termination.

Change in Exempt Status

If, during the twelve (12) month period, a non-exempt person becomes exempt, it is their responsibility to report this to HACSM within ten (10) days of the change and provide documentation of such status.

If, during the twelve (12) month period, an exempt person becomes non-exempt, it is their responsibility to report this to HACSM within ten (10) days of the change. HACSM will then provide the person with the necessary certification documentation form.

HACSM Obligations

We will provide the family with exemption verification forms, recording/certification documentation forms, and also a copy of this policy at lease execution and/or annual re-certification.

HACSM will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Grievance Procedure if they disagree with the determination.

GRIEVANCE PROCEDURE/POLICY

The Grievance Procedure/Policy is to assure that any tenant has the opportunity for a hearing if the tenant disputes any HACSM action or failure to act which involves the tenant's lease with the HACSM, or HACSM regulations which adversely affect that individual resident's rights, duties, welfare, or status. This policy does not apply to disputes between tenants which do not involve the HACSM, or to class grievances, and shall not be used by tenants to initiate or negotiate policy changes with the HACSM, but is intended to ensure just and equal enforcement of rules and regulations to the benefit of both the HACSM and its tenants. The issues to which these grievance procedures apply include, but are not limited to: disputes for charges in excess of dwelling unit rent for repairs, maintenance, and retroactive rent amounts; and eviction actions.

Applicability:

In accordance with HUD regulations 24 CFR Part 966.51:

The grievance procedure shall be applicable to all individual grievances defined in Section D, below, however;

HUD has determined that the eviction laws in the State of Wisconsin require that a tenant must be given the opportunity for a hearing in court that provides the basic elements of due process before eviction from the dwelling unit. As such, HACSM may exclude from this grievance procedure any evictions that involve:

- a. Criminal activity which threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the HACSM;
- b. Any violent or drug-related criminal activity on or off the premises; or
- c. Any criminal activity that resulted in felony conviction of a household member.

Time Requirements for Filing a Grievance:

Termination of Tenancy: All grievances involving a termination of tenancy must be requested in writing and received in the HACSM office within five (5) calendar days of receipt of the termination notice.

Notice of Non-Renewal/30-Day Notice of Termination: In cases involving a 30-day notice of lease termination, the vacate notice required by the State of Wisconsin may be combined with or run concurrently with a notice of lease termination. Such notice shall inform the tenant that the tenant must request a grievance in writing within five (5) calendar days from the date of service, posting, or mailing of said notice.

All other grievances resulting from HACSM actions or failure to act adversely affecting the tenant shall be requested in writing within five (5) calendar days from the time of notification of the HACSM action or from the date of the occurrence of the inaction.

Definitions:

For the purpose of the following sections, definitions below are applicable:

1. Tenant: The adult person (or persons, other than a live-in aide) who:
 - a. Resides in the unit and has executed the lease as head of the household; or
 - b. Resides in the unit and has executed the lease and is a remaining adult family member of the household.

2. Grievance: Shall mean any dispute which a tenant may have with respect to HACSM action of failure to act in accordance with the individual tenant's lease or HACSM regulations which adversely affect the individual tenants rights, duties, welfare or status.

Hearing Officer Function

The hearing officer is an impartial person selected by HACSM, other than the person who made or approved the decision under review. The hearing officer will be selected by the HACSM from a list of volunteers. It is the hearing officer's function to hear appeals of tenants of the HACSM, following an informal grievance meeting with the Executive Director. The purpose of the informal grievance meeting is for an effort to be made to solve the problem without the need of a hearing.

Informal Grievance Meeting and Grievance Hearing Procedures

All reasonable efforts will be made to settle disputes directly between the tenant and the HACSM. Any grievance shall be presented in writing to the HACSM office, within five (5) calendar days from the date of notification of HACSM's action, so that the grievance may be discussed informally and resolved without a hearing. The grievance provided in writing by the tenant must specify: a). The specific reason for the grievance; and b). The action or relief sought related to the specific action being grieved.

If the grievance for which a hearing is sought involves tenant rent payments, a hearing will not be scheduled unless the tenant deposits the amount due for rent into an escrow account established by the HACSM, to be held until the grievance is resolved. Failure to make such payment shall not constitute a waiver of any right the tenant may have to contest the HACSM disposition of his/her grievance in any appropriate judicial proceeding.

Informal Grievance Meeting

1. Within a reasonable time following receipt of the written grievance, the Executive Director will schedule an informal meeting with the tenant. If the tenant fails to appear without notice, the informal grievance meeting will not be rescheduled, and the tenant will have waived their right to a meeting/hearing. If advance notice is provided, the informal meeting may be rescheduled once.

2. Within a reasonable time following the informal meeting, the Executive Director will prepare a written decision on the matter and will mail the decision to the tenant. A copy will be retained in the tenant file. If the tenant is not satisfied with the results of the informal meeting, the tenant shall submit a written request for a grievance hearing to the HACSM office within five (5) calendar days of the date of the decision letter.

Grievance Hearing

1. The tenant must submit a written request for a grievance hearing per item #2 above. This request must specify the specific reason for the grievance and the action or relief sought by the tenant. A tenant that requests a grievance hearing must be lease compliant at the time of their request.
2. Once a written request for a grievance hearing is received, a hearing officer will be selected by the HACSM. The hearing officer shall be an impartial person or persons, selected from a list of volunteers. The hearing officer may not be the person that participated in or made the decision as part of the grievance meeting for the same matter. The grievance hearing will be scheduled within seven (7) business days from when the tenant's written request is received. Written notification shall be mailed to the tenant and will stipulate the time, date, and location of the hearing.
3. If the tenant fails to appear to the hearing without prior notice to the HACSM, the hearing officer will rule that the tenant has waived their right to a hearing. Within three (3) business days of the notice of the meeting, the tenant may provide notice of unavailability for the date/time scheduled, and the grievance hearing will be rescheduled. The hearing may only be rescheduled one (1) time.
4. Tenant rights: Prior to the hearing, the tenant has the right to: Make an appointment with the HACSM to examine and copy, at their own expense, all HACSM documents that are relevant to the hearing; Be represented by counsel or another person of the tenant's choosing; A private hearing, unless the complainant requests a public hearing; Present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the HACSM, and to confront and cross-examine all witnesses upon whose testimony or information the HACSM relies; A decision based solely and exclusively upon the facts presented at the hearing; and Reasonable accommodation for persons with disabilities to participate in the hearing. This may include qualified sign language interpreters, readers, accessible locations, or attendants.
5. The hearing officer will informally conduct the hearing, and all proceedings will be recorded by the HACSM (a copy of the recording will be made available upon request from the tenant). All participants are required to conduct themselves in an orderly manner and shall comply with the directions of the hearing officer. Failure to comply will result in the disorderly party being removed from the hearing.
6. At the hearing, it is the tenant's burden to show that a HACSM's action, or failure to act, adversely affects that tenant's rights, duties, welfare, or status. The hearing officer will hear facts and information only related to the specific action that is being grieved. The tenant has the right to present evidence/arguments to support their complaint or challenge evidence of the HACSM.
7. The findings of the hearing officer shall be based upon the facts presented at the hearing. The hearing officer shall forward its decision to the HACSM, and the Board shall mail the tenant the final decision within seven (7) business days of the hearing. This final decision shall be binding, and the HACSM shall take all actions, or refrain from actions, necessary to carry out the decision.

HACSM Eviction Actions

If a tenant has requested a hearing in accordance with this Grievance Procedure Policy regarding receipt of a Notice to Vacate, and the hearing officer upholds the HACSM's decision to terminate the tenancy, the tenant has seven (7) calendar days to vacate the premises, and will be charged rent accordingly.

If a Notice to Vacate has not been served prior to the hearing, a *Notice to Vacate* shall be served pursuant to Wisconsin Statutes at the same time that the tenant receives a copy of the hearing officer's decision.

NO SMOKING POLICY

Smoking is strictly prohibited anywhere in tenant units, in any HACSM building, within 25 feet of any building, within the PHA Administrative office, and in any common areas. A copy of the No-Smoking Policy shall be distributed within the Lease packet at lease signing.

Purpose of No-Smoking Policy. The HACSM and HUD desire to mitigate the irritation and known health effects of secondhand smoke; the increased maintenance, cleaning, and redecorating costs from smoking; and the increased risk of fire from smoking.

Definitions:

Smoking. The term "smoking" means the use or possession of a lighted cigarette, lighted cigar, lighted pipe, lighted water pipe (hookah) or any other lighted tobacco product.

No-Smoking Complex. The Tenant agrees and acknowledges that the premises to be occupied by the Tenant and members of the Tenant's household have been designated as a no-smoking living environment. The Tenant and members of the Tenant's household shall not smoke anywhere in the unit rented by the Tenant, or the building where the Tenant's dwelling is located, or within 25 feet of any building, PHA Administrative office or in any of the common areas, nor shall the Tenant permit any guests or visitors under the control of the Tenant to do so.

Determining Tenant violation of no smoking policy. Examples of violations include, but are not limited to:

- Staff witnesses a tenant, tenant's guest, family member, or service provider smoking in non-smoking areas under tenant's control.
- Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under tenant's control.
- Damages to the interior of the property (i.e. flooring, countertops) that are the result of burns caused by smoking products.
- Evidence of smoking in a unit includes, but is not limited to, cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.
- Repeated reports to staff of violations of this policy by third parties.

Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. The Tenant shall inform the Tenant's guests of the no-smoking policy. Further, the Tenant shall promptly give HACSM a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside the Tenant's apartment unit.

Landlord to Promote No-Smoking Policy. The HACSM shall post no-smoking signs in common areas and in the administrative office.

Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. The Tenant agrees that the other Tenants at the premises are third-party beneficiaries of the Tenant's no-smoking policy with HACSM. A Tenant may bring legal action against another Tenant related to the no-smoking policy, but a Tenant does not have the right to evict another Tenant. Any legal action between Tenants related to this no-smoking policy shall not create a presumption that the Landlord breached this no-smoking policy.

Effect of Breach and Right to Terminate Lease. A breach of this no-smoking policy shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the no-smoking policy shall be grounds for enforcement actions, including eviction, by the HACSM. A waiver of the lease requirement of no-smoking can only be made in writing.

The enforcement steps are as follows:

1. First violation: Tenant shall receive a verbal warning
2. Second violation: Tenant shall receive a written warning
3. Third violation: Tenant shall be considered in default under the terms of the residential lease agreement

Disclaimer by Landlord. The Tenant acknowledges that HACSMs adoption of a no-smoking policy and the efforts to designate the rental complex as no-smoking do not in any way change the standard of care that the HACSM would have to a Tenant household to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The HACSM specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. The HACSM cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. The Tenant acknowledges that HACSM's ability to police, monitor, or enforce the agreements of this policy is dependent in significant part on voluntary compliance by the Tenant and the Tenant's guests. The HACSM shall take reasonable steps to enforce the no-smoking policy. The HACSM is not required to take steps in response to smoking unless HACSM staff knows of said smoking or has been given written notice of said smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the HACSM does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease.

PARKING POLICY

It is the policy of the HACSM to regulate all on-site parking. It is the position of the HACSM that all on-site parking is a privilege and is, therefore, granted in accordance with the Parking Policy. Parking is reserved only for tenants who are listed on the lease, have requested an assigned parking space, have presented vehicle ownership and registration in the tenant's name, and have been provided a parking sticker for their vehicle. The Parking Policy is distributed within the Resident Handbook and Lease packet at lease signing.

All vehicles parking in the Parkcrest parking lots must be in operating condition, have current registration, and have a HACSM parking sticker *on the right side of the rear bumper* and be parked in the assigned space. Vehicles that do not have a sticker and vehicles parked in the wrong space will receive parking tickets from the South Milwaukee Police Department. Unauthorized vehicles and vehicles that are not in operating condition will be towed at the owner's expense.

At no time may Tenants make any repairs to their vehicle in the parking lots or park their vehicle on the lawn. Guests are not allowed to park in the parking lots while visiting at any time, or they may be ticketed or towed.

To receive a parking sticker and be assigned a parking space, the Tenant must bring their title for the vehicle (ownership of the vehicle to be authorized must be in the name of the Tenant) to the office and fill out a registration card. Because of limited space, each household will only be permitted one parking space. It is the Tenant's responsibility to ensure that the parking sticker remains affixed to the vehicle at all times. The HACSM will not take responsibility for parking stickers that are lost, stolen, or have fallen off.

The HACSM recommends keeping your vehicle locked at all times. The HACSM is not responsible for any damage to vehicles while parked at Parkcrest.

Please call the South Milwaukee Police Department to inquire about street parking and winter parking permits.

PET POLICY

The following information outlines the HACSM policies on keeping pets and describes any criteria or standards pertaining to the pet policy. The rules adopted are to ensure a decent, safe, and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the HACSM.

Approval/Registration of Pets:

- All pets must be registered and approved by the HACSM before they are brought onto the premises.
- “Unregistered” or “visiting” pets are not allowed on the grounds at any time.
- Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s), and is free of fleas and pests.
- All pets must be properly licensed in the City of South Milwaukee.
- Pet registration must be renewed annually and will be coordinated with the annual reexamination.
- The appropriate pet security deposit must be paid by the tenant.

Refusal to Register Pets:

The HACSM will refuse to register a pet if:

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

If HACSM refuses to approve a pet, a written notice will be sent. The notice will state the reason for refusing to register the pet, and will inform the family of their right to appeal the decision in accordance with the Grievance Policy.

Standards for Pets

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

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

Permitted “Common Household Pets” are described as:

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

The following animals are not considered common household pets: Reptiles, Rodents, Insects, Arachnids, Wild animals or feral animals, Pot-bellied pigs, Monkeys, Ferrets, Birds of Prey, Piranha or other dangerous fish, or any animals used for commercial breeding.

Pet Restrictions

The following animals are not permitted:

- Any animal whose weight will exceed 20 pounds at adult size;
- Dogs of the pit bull, rottweiler, doberman pincer, chow, or german shepard breed, or any wolf mix are not permitted;
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or laceration;
- Any animal not permitted under state or local law or code.

Any pet permitted on HACSM property must meet the following standards:

- Each tenant household is limited to housing one (1) pet, and only pets per the following list are permitted;
 1. Cat – Must be 6 months old at time of application
 2. Dog – Must be 6 months old and not to exceed 20 lbs. at adult size
 3. Small Bird
 4. Fish – limited to one (1) twenty (20) gallon aquarium
 5. Hamster
 6. Gerbil

Other Requirements:

- Dogs and cats must be spayed or neutered at the time of registration, or by the age of 8 months. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.
- Pets must be licensed annually in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident’s annual reexamination.
- Health certificates: Cats and dogs must be inoculated as required by a veterinarian for the following: Cat – *Rabies, Distemper, Rhinotracheitis, Calici Virus, Panleukopenia Virus*; Dog – *Rabies, Distemper, Hepatitis, Parvo Virus, Parainfluenza, Leptosporis*. Such certification must be provided at the time of registration and annually, in conjunction with the resident’s annual reexamination.

Pet Rules

Pet owners must maintain pets responsibly, in accordance with HACSM policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

Leashes, Collars, and Control

Pets must be maintained within the resident's unit. When outside of the unit, dogs and cats must be kept on a leash (maximum length of six feet) or in a pet carrier at all times. The pet must always be under the control of the resident or other responsible individual. Cats and dogs must wear a collar at all times, and the municipal license, rabies tag, and owner identifying information shall be fastened to the collar. Dogs may not be chained or tied up outside without the owner being present. Birds, hamsters, and gerbils must be caged at all times.

Cleanliness and Pet Waste Removal

The pet owner shall be responsible for the removal of all pet waste. Cats must be litter box trained, and dogs must be housebroken. Pet droppings must be picked up immediately and disposed of in the trash receptacle in a sealed plastic bag. Failure to properly remove waste will result in revocation of your pet privilege and may result in termination of tenancy.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

- Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.
- Litter shall not be disposed of by being flushed through a toilet.
- Litter boxes shall be kept inside the resident's dwelling unit.

Permitted Pet Areas

Pets are only allowed in the owner's unit. Dogs may be walked on the public sidewalk. No pets will be allowed in any other HACSM public area. Tenants may not alter their unit, premises or common areas to accommodate a pet or to create an enclosure for any animal. Installation of pet doors is prohibited.

Noise and Pet Behavior

Pet owners must agree to control the noise and behavior of pets so that the pet does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, meowing, biting, scratching, whining, chirping, jumping, or any other aggressive or threatening behavior. Pets must be under their owners continuous and complete control. Serious or repeated violations of the pet policy requirements will result in a Notice to Permanently Remove the Pet from the Premises. Failure to adhere to such notice will lead to termination of tenancy.

Damage and Infestation

Pet owners assume responsibility for all damage (including landscaping) caused by the pet. Pet owners are also required to cover the cost of any required fumigation performed by pest extermination contractors if required due to flea or other pest infestation caused by the pet. All charges must be paid to the HACSM within 30 days.

Unattended Pets

Pets may not be left unattended for more than 24 hours. The HACSM reserves the right to enter a dwelling at any time if the animal is causing a nuisance. The HACSM accepts no responsibility for the cost of boarding or pick-up of a pet imposed by the Humane Society or other facility.

Care of Pets

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property. No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties/Pet Sponsor

The pet owner will be required to designate a local pet sponsor (which may not be another tenant) for the care of the pet and removal of the pet from the premises if the tenant is not available and circumstances warrant such care. The sponsor must also be available to permanently remove the pet if it should become disruptive to the

health, safety, and peaceful well-being of other tenants. The tenant must notify the HACSM in the event they designate a new pet sponsor.

Pets Temporarily on the Premises

Pets that are not owned by a tenant and approved by the HACSM are not allowed on the premises at any time. Residents are prohibited from feeding or harboring stray animals.

Emergency Removal of Pet

The HACSM will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for the HACSM to place the pet in a shelter facility, the cost will be the responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

Inspections

The HACSM may make frequent inspections of units with pets. All pets must be caged or restrained when maintenance inspections are performed.

Violations

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement. If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The tenant will have 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation. If the pet owner fails to correct the violation, action may be taken to remove the pet, or to terminate the pet owner's tenancy.

Appeals and Grievances

Tenants have the right to appeal any ruling by the HACSM by following the established *Grievance Procedure*. If a tenant appeal or grievance is filed regarding the housing or return of a pet to the premises, the pet is required to stay at the sponsor's home until a final determination has been made.

Additional Security/Pet Deposit

The HACSM requires payment of a refundable additional security deposit at the time of application. This deposit is in addition to any other financial obligation generally imposed on tenants of the project. The amount of the security/pet deposit is determined by the animal to be housed. The security/pet deposit must be paid in full before the pet is brought on the premises.

Pet Security Deposits

The HACSM requires the following pet security deposits:

Cat	\$300
Small Dog	\$300
Small Bird	\$ 50
Fish	\$ 25
Hamster	\$ 25
Gerbil	\$ 25

Refund of security/pet deposit

The HACSM will refund the unused portion of security deposits, if any, within a reasonable time after the tenant moves from HACSM property. The security/pet deposit may be returned before the tenant moves from the premises if the pet is no longer housed at HACSM, and removal is confirmed by an inspection of the unit. Per Wis. State code, "Security Deposit" means the total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligations.

Pet Application/Agreement

A tenant that would like to have a pet must complete the Pet Application/Pet Agreement Form, indicating the desire to house a pet on HACSM property. If approved, HACSM will sign the form and provide a copy to the tenant. The original will be placed in the tenant file. If the pet owner does not comply with the rules and specifications of this policy, approval of the pet will be withdrawn.

Service Animals and Assistance Animals

Please see the HACSM Service and Assistance Animal Policy regarding animals housed to assist persons with disabilities. Animals used to assist a visually, hearing, mobility, mentally or emotionally impaired person will be allowed, per the terms of State and Federal regulation.

SERVICE AND ASSISTANCE ANIMAL POLICY

A service or assistance animal may be requested as a Reasonable Accommodation for Applicants and Residents with Disabilities. The Federal Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Washington State Law Against Discrimination, and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Reasonable accommodations are changes in rules, policies, practices, or services that are necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. Allowing residents who have disabilities to live with their service or assistance animals is a reasonable accommodation.

Service animals are not pets.

Under fair housing laws, a person is considered to be disabled if s/he has a sensory, mental or physical condition that substantially limits one or more major life activities (such as walking, seeing, hearing, working, etc.). The state law definition includes disabilities that are temporary or permanent, common or uncommon, mitigated or unmitigated. Some people have a disability-related need for service animals to assist them with the functional limitations caused by their disabilities. Some animals do not qualify as service animals, but qualify as assistance animals under the Fair Housing Act. Such assistance animals may include animals other than dogs. Reasonable accommodation requires that there is a relationship the person's disability and his/her need for the animal.

What is a Service Animal?

Service animals assist people with disabilities to deal with the effects of their disabilities. The most common service animals are dogs, but they may be other species (cats, birds, etc.). Service animals may be any breed, size or weight. Some, but not all, service animals wear special collars or harnesses. Service animals are not required to have special licenses, to be certified, or to have any visible identification.

NOTE: In some situations, a person with a disability may require more than one service animal, where each animal provides a different type of assistance. For example, an individual may need both a hearing dog and a seizure alert animal.

How do Federal, State, and Local Fair Housing Laws Define Service Animals?

HUD compliance guidelines define assistive animals as “animals that serve as a reasonable accommodation for persons with disabilities by assisting those individuals in some identifiable way by making it possible for them to make more effective use of their housing.”

The ADA defines a service animal as "any animal that is individually trained to do work or perform tasks for the benefit of a person with a disability."

The Washington Law Against Discrimination defines "service animal" as an animal that is trained for the purpose of assisting or accommodating a person's sensory, mental, or physical disability. Under state law, "dog guide" is a dog that is trained to guide a blind person or a dog that is trained to assist a person with a hearing disability.

What do Service Animals do?

Service animals perform various tasks and provide services for people with disabilities, who can train their own service animals. Here are some examples:

- Guide – serves as a travel aide for a person who is legally blind.
- Hearing or signal – alerts a person with hearing loss or deafness when a sound occurs, such as an alarm or a knock on the door.
- Mobility assistance – helps a person who has a mobility or health disability. They may carry, fetch, open doors, ring doorbells, activate elevator buttons, pull a wheelchair, steady a person while walking, help someone get up after a fall, etc.
- Seizure response – warns a person of an impending seizure, or provides aid during a seizure, such as going for help or standing guard over the person.
- Therapeutic assistance – aids people with cognitive or psychological disabilities, allowing them to live more independently. These animals may bring an emergency phone during a crisis, call 911 or the suicide hotline, turn on the lights in a dark room, bring medications, bark for help in an emergency, assist a person with panic disorder in coping with crowds, etc.

What About Assistance Animals?

An assistance animal is an animal that assists a person with a disability, but may not have formal training. Some assistance animals have undergone professional training; However, many are trained by the owners themselves, and in some cases, no formal training is required.

Request for a Service or Assistance Animal Accommodation

If you need to live with a service animal or assistance animal because of your disability, make a request to the HACSM for a reasonable accommodation. It is best to submit such requests in writing, but verbal requests are acceptable.

Verification of your Disability and need for a Service or Assistance Animal

You may be asked to provide written verification that you have a disability and that the accommodation of a service animal is necessary to give you an equal opportunity to use and enjoy your housing. If the HACSM asks for this verification, you should obtain a signed letter from your doctor or other medical professional, or other qualified third party who, in their professional capacity, has knowledge about your disability and your need for a reasonable accommodation.

You do not have to provide details about your disability or about the specific tasks the service animal performs. (Sample letters are attached)

When can the HACSM request Verification?

- If the person's disability is obvious or otherwise known, and if the need for the service animal is also apparent, no additional information will be requested about the disability or the need for the accommodation. For example, a blind person with a guide dog does not need to verify his disability or need for the dog.
- If the disability is known, but the accommodation need is not apparent, the HACSM will only request information necessary to evaluate the disability-related need for the accommodation. For example, if HACSM is aware that a resident has depression and s/he wants to have an assistance dog, HACSM may request documentation of the disability-related need for the animal.
- If neither the disability nor the need is clear, the HACSM may ask for proof of both. For example, if someone with no obvious disability asks to live with a service animal, the HACSM may request that the person document both that s/he has a disability as defined under fair housing law and that there is a disability-related need for the animal.

Animal Care and Supervision

You are responsible for the care of your service or assistance animal. You must supervise your animal and retain full control of it at all times. This means that while the animal is in common areas, it is on a leash, in a carrier, or otherwise in your direct control. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

You are responsible for the proper disposal of animal waste –

- Carry equipment to clean up your service animal's feces whenever the animal is in the common areas.
- Properly dispose of waste and/or litter.
- If you need assistance with cleanup, arrange for such help through family, friends or advocates.

Rules for Assistance Animals VS. Pets

- A pet deposit will not be charged for a service or assistance animal. However, the tenant is liable for any damage caused by the service animal or assistance animal.
- Service and assistance animals may exceed limitations regarding size, weight, etc. which apply to pets.
- Service animals, assistance animals, and pets are required to meet the same reasonable behavior rules.
- Service animals, assistance animals, and pets must be licensed and properly vaccinated per the terms of the Pet Policy.

Denial of a Request for Accommodation for a Service or Assistance Animal

A request may reasonably be denied if the HACSM determines that:

- Permitting the request would impose an undue financial and administrative burden on the HACSM;
- Permitting the request would fundamentally alter the nature of the HACSM's services;
- The specific animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
- The specific animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

Removal of a Service or Assistance Animal

If a service or assistance animal is unruly or disruptive (aggressively jumping, nipping, etc.), the HACSM may ask the resident to remove the animal from a common area. If the animal's inappropriate behavior happens repeatedly, the HACSM may request that the tenant not bring the animal into common areas until

steps have been taken to mitigate the behavior (such as refresher training), or ask that the animal be removed from the residential premises.

Resources and Questions

If you have any questions regarding your rights and responsibilities under the fair housing laws, contact a fair housing agency listed at the end of this booklet. The agencies include:

- U.S. Department of Housing and Urban Development
- Wisconsin Department of Workforce Development Equal Rights Division

Additional resources:

Americans with Disabilities Act (ADA) Information Line
U.S. Department of Justice
800-514-0301, TTY 800-514-0383
www.ada.gov

42. VIOLENCE AGAINST WOMEN ACT (VAWA) Protections/Policy (24 CFR 5.2005)

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 (Pub. L. 109-162) (VAWA) and more generally to set forth Housing Authority of the City of South Milwaukee (HACSM) policies and procedures regarding domestic violence, dating violence, sexual assault and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HACSM of all federally subsidized public housing 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, or stalking and sexual assault 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 stalking who are assisted by HACSM;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between HACSM, 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 and stalking, who are assisted by HACSM; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HACSM.

Other HACSM Policies and Procedures

This Policy shall be referenced in and attached to HACSM’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of HACSM’s Admissions and Continued Occupancy Policy. HACSM’s annual public housing agency plan shall also contain information concerning HACSM’s activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of HACSM, the provisions of this Policy shall prevail.

Definitions As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person: who is or has been in a social relationship of a romantic or intimate nature with the victim, and; where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

C. *Affiliated Individual* - With respect to an individual, means:

- i) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or
- ii) Any individual, tenant, or lawful occupant living in the household of that individual.

D. *Intimate Partner* (18 U.S.C. 2266): Is a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, type of relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction in which the injury occurred or where the victim resides.

E. *Perpetrator*: Means a person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.

F. *Sexual Assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

G. *Stalking* – means:

- (1). to follow, pursue, or place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (2). in the course of, or as a result of, such following pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to: (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of.

H. *Actual and Imminent Threat*: A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the

nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

- I. *Bifurcate*: Means to divide a lease as a matter of law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Admissions and Screening

Non-Denial of Assistance. HACSM will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

Where the HACSM receives adverse information about an applicant/household member and is aware that domestic violence might be involved, the HACSM shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If the HACSM determines that there is such a connection, then the HACSM shall disregard the adverse information (provided that the perpetrator will not be part of the applicant's household).

A substantial connection includes, but is not limited to, where a victim loses financial support (e.g. victim's job or perpetrator's wages) due to domestic violence and is evicted (or receives a negative landlord reference) for late or nonpayment of rent; where a victim is evicted or receives a negative landlord reference due to property damage and/or noise or other interference with neighbors caused by the perpetrator; and where a victim receives a negative landlord reference for breaking a lease prior to its expiration due to domestic violence.

Termination of Tenancy or Assistance

A. *VAWA Protections*. Under VAWA, public housing residents have the following specific protections, which will be observed by HACSM:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by HACSM as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HACSM to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, HACSM may not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority

of HACSM to evict or terminate from assistance any tenant or lawful applicant if the HACSM can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in Federal, State or local law to the contrary, the HACSM may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HACSM. Leases used for all public housing operated by HACSM and shall contain provisions setting forth the substance of this paragraph.

Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, HACSM to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C. below, HACSM shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HACSM. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. ***HUD-approved form*** - by providing to HACSM a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking; that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy; and the incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

The VAWA Notice and Certification form shall be provided to tenant: At denial; At admission; and at Notice of Termination.

2. ***Other documentation*** - by providing to HACSM documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. ***Police or court record*** – by providing to HACSM a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by HACSM to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of HACSM may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to HACSM in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or termination of assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing administered by HACSM shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

Transfer to New Residence – Also see: Emergency Transfer Policy

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault or stalking, HACSM will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, sexual assault or stalking, and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *No right to transfer.* HACSM will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HACSM, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. *Family rent obligations.* If a family occupying HACSM public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by HACSM. In cases where HACSM determines that the family's decision to move was reasonable under the circumstances,

HACSM may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

Court Orders

Court orders. It is HACSM's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HACSM and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

Relationships with Service Providers

It is the policy of HACSM to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If HACSM staff become aware that an individual assisted by HACSM is a victim of domestic violence, dating violence, sexual assault or stalking, HACSM will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HACSM either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. HACSM's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HACSM has referral or other cooperative relationships.

Notification

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

Relationship with Other Applicable Laws

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

Amendment

This policy may be amended from time to time by the HACSM as approved by the HACSM Board of Commissioners.

43. EMERGENCY TRANSFER PLAN/POLICY for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Housing Authority of the City of South Milwaukee (HACSM) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), HACSM allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit.

The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of the HACSM to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the HACSM has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants

on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the HACSM is in compliance with VAWA.

Eligibility for Emergency Transfers

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

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

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the HACSM's housing office and submit a written request for a transfer to the HACSM. The HACSM will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

HUD Form 5383 "Emergency Transfer Request" is available in the HACSM office.

Confidentiality

The HACSM will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the HACSM written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about the HACSM's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The HACSM cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The HACSM will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The HACSM may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

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

Safety and Security of Tenants

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

44. OVER INCOME HOUSEHOLDS – CONTINUED OCCUPANCY POLICY

Over-income households are Tenant households that have annual household income that has exceeded 120% of the area median income for two consecutive years. The HACSM will begin tracking the two-year period at the annual or interim reexamination that first determines that the Tenant's income has exceeded the area median income. If the Tenant meets the over-income threshold for the most recent two consecutive years, the HACSM will or terminate the tenancy within six (6) months.

45. INSPECTIONS

Initial Inspection at Move-In

Prior to initial occupancy, the HACSM and the tenant shall perform a walk-through of the unit to determine its condition at time of move-in. Both parties will sign and date a written inspection report regarding the condition of the unit at the time of initial occupancy. A copy of the inspection report will be provided to the tenant, and the original placed in the resident file.

Annual Inspections

At least once annually, HACSM will perform an inspection of the dwelling unit to ensure that each unit meets HACSM housing standards. This inspection will be in accordance with the Housing Quality Standards (HQS), and a copy of the report will be provided to the tenant. Any deficiencies found at the time of the inspection will result in creation of a work order for repair. Preventative maintenance items will also be checked, including weatherization, smoke detectors, water heaters, furnaces, automatic thermostats, plumbing, etc. If tenant's negligence or abuse instigated the required repair, the tenant will be charged for the repair. A list of all maintenance charges is posted in the HACSM office. The tenant will be given at least 24 hours notice of inspection.

If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and a subsequent meeting will be scheduled with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection may be scheduled within seven (7) days to see that the deficiencies are corrected. If the tenant fails to correct the deficiencies, provisions of the lease may be enforced and the tenant evicted.

Emergency Inspections

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

Random or Special Inspections

HACSM retains the right to perform random or special inspections to determine whether or not the tenant is keeping the unit in a decent, safe and sanitary condition in accordance with the guidelines established by the

authority, or to enable HUD or others to inspect a sample of the housing stock maintained by HACSM. Tenants will be given at least 24 hours' notice of inspection.

Inspection at Move-Out

An inspection of the unit will be performed after the tenant vacates. The tenant may be present at the time of the move-out inspection if they would like to be. A written inspection report will be prepared by the HACSM indicating the condition of the unit and any necessary repairs. This inspection report shall document and become the basis for any claims that may be assessed against the security deposit. A copy of the move out inspection report will be placed in the resident file.

Notice of Inspection

For inspections defined as annual inspections, or for random or special inspections, HACSM will provide the tenant with at least 24 hours written notice.

46. TERMINATION OF THE LEASE

Termination by Tenant: A Tenant may terminate the lease at any time by submitting one (1) full calendar month, or thirty (30) days written notice. Written notice must be received in the office on or before the first of the month in which the tenant plans to vacate. If a tenant vacates without providing proper notice, the tenant is responsible for rent through the end of the notice period, or until the unit is re-rented, whichever occurs first.

Termination by the Housing Authority: HACSM will terminate the lease for serious or repeated violations or breaches of the lease. Such violations include, but are not limited to the following:

1. Non-payment of rent or other charges;
2. A history of late rental payments (more than 3 late payments in one year);
3. Failure to provide timely and accurate information regarding family composition, income, or other information related to eligibility or rent;
4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. Assignment or subletting of the premises;
7. Use of the premises for purposes other than as a dwelling unit;
8. Destruction of property;
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on HACSM premises or on the premises of any other federally assisted housing;
11. Permitting persons not on the lease to reside in the unit more than seven (7) calendar days each year without the prior written approval of the Housing Authority; and
12. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
13. Alcohol abuse that HACSM determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
14. Failure to perform required community service or be exempted therefrom;
15. HACSM will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

16. Determination that a household member is illegally using a drug or when HACSM determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
17. Criminal activity as shown by a criminal record.
18. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the HACSM if the smoke detector is inoperable for any reason; and
19. Other good cause, including tenant absence in excess of 180 consecutive days per 24 CFR 982.312.

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

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

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

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

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

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before HACSM evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. HACSM can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If HACSM proposes to terminate assistance on the basis of a criminal record, the Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record upon request. The tenant will be given an opportunity to dispute the accuracy and relevance of the record in the grievance hearing (if requested) or court trial. The family will have five (5) business days to dispute the accuracy and

relevance of the record in writing. If the HACSM does not receive the dispute within the allotted time, the family will be terminated.

In the event the HACSM is forced to institute legal action for eviction and the tenant is evicted, the tenant shall be responsible for any reasonable legal and court costs incurred by the HACSM.

47. UNIT ABANDONMENT

HACSM will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, the Executive Director or designee may enter the unit and remove any abandoned property. Personal property will not be stored, except those items that the landlord is required to store by law. A notice will be mailed to the resident indicating the date of the determination of abandonment, and instructions regarding obtaining the legally stored personal property. If HACSM does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

48. DEFINITION OF TERMS

Child Custody. An applicant or tenant who does not have full custody of a minor child(ren) may only claim a child as a dependent as follows:

- The applicant or tenant must have primary or shared custody of the child(ren).
- The applicant or tenant must provide sufficient evidence that if the applicant were admitted the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e. counted more than once in order to make two (2) eligible families).
- An order or court decree proving permanent guardianship and custody of any minor children that are not the natural or adoptive children of the applicant family will be required.

Citizen. An individual born in the United States or naturalized.

Dependent. A member of the household (excluding foster children) other than the head of household or spouse, who is under 18 years of age, is a disabled or handicapped person, or is a full-time student. An unborn child shall be considered for purposes of income eligibility.

Disabled Person. An individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970. Section 223 of the Social Security Act defines disability as:

- “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months”; or
- In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(I)(1) of this title: “the inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.”

Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction amendments of 1970 defines disability as:

- “A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary to be closely related to mental retardation or to require treatment

similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

Elderly Family. A family whose head or spouse or whose sole member is at least 62 years of age, or disabled as defined below, or handicapped as defined below, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to their care and well being.

Familial Status. A single person and individuals in the process of obtaining custody of an individual who has not attained the age of 18 years are eligible to apply but will not be admitted to the program until they have either had the child or have received custody.

Family. Family includes the following, regardless of actual or perceived sexual orientation, gender identity, or marital status (in all cases the Head of Household must be at least 18 years of age.): All of the federally defined families, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a tenant family, and a single person and two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

Foster Child(ren). With the prior consent of the HACSM a foster child may reside in the dwelling unit. This determination will be based on the following:

- Whether the addition of the child will require a larger unit for the family and subsequently lead to a transfer to another unit.
- The ability to make reasonable accommodations for the handicapped person.

Full-time Student. A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution.

Grievance Procedure. All tenants are afforded the rights under the grievance policy of the HACSM. The grievance policy and procedures are incorporated into this document by reference and is a guideline to be used for grievances and appeals.

Handicapped Person. A person having a physical or mental impairment which 1) is expected to be of longstanding and indefinite duration, 2) substantially impedes their ability to live independently, and 3) is of such nature that such ability could be improved by more suitable housing conditions.

Hazardous Duty Pay. Pay to a family member in the Armed Services that is away from his primary residence and in a hostile situation. The pay received for this duty is not included in the total family income.

Head of Household. The adult family member who is held responsible and accountable for the family.

Live-In Aide. A person who resides with an elderly, disabled or handicapped person(s) and who:

- Is determined by the HACSM to be essential to the care and well being of the person(s).
- Would not be allowed to live in the unit except to provide support for the person(s). The income of the live-in aide is not included in the family income.

- Is not obligated for support of the person(s).

Lower Income Family. A family whose annual income does not exceed 80% of the median income for the area as determined by HUD with adjustments for family size. HUD may establish income limits higher or lower than 80% of median income for the areas on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Minimum Rent. Families assisted under the public housing program shall pay a monthly minimum rent of not less than \$50.00 per month.

Minor. A person, other than the head of household or spouse, under 18 years of age.

Mixed Family. A household whose members comprise of those with United States Citizenship or eligible immigration status and those without citizenship or eligible immigration status. The HACSM cannot support or financially assist those individuals without citizenship or eligible immigration status.

Non-Citizen. A person who is neither a United States Citizen nor a national of the United States.

Recertification. Recertification is to reexamine documentation that indicates that tenants meet continued occupancy standards and to determine their income, assets, and family composition for the purposes of calculating rent.

Reexamination Date. The date on which any rent change is effective as a result of re-examination of income, assets, and family composition.

Remaining Member of Tenant Family. The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the unit to which he/ she claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete the required forms of the HACSM within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable amount of time pending verification and processing of their request. This person must upon satisfactory completion of the verification process then execute a new lease and cure any monetary defects and obligations in order to remain in the unit.

Any person who claims to be a remaining member of the family unit shall in the event that the HACSM declares them to be ineligible for remaining member status, be entitled to a grievance hearing upon notice that they will not be considered a remaining member of the household. The grievance procedure will meet all of the guidelines as outlined in the lease and lease attachments. During the interim between the time of the determination that there will be a grievance hearing and the determination of the grievance hearing officer, all rent that was due pursuant to the lease shall be deposited into an escrow account with the HACSM. The HACSM does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as the Authority executes a new lease and the person granted tenant status after verification of all income and other related information.

Serviceperson. A person currently in the active Military Service of the United States.

Single Person. A person who is not elderly, near elderly, disabled, displaced or the remaining member of a tenant family.

Spouse. The husband or wife of the head of household.

Veteran. A person who has served in the active Military or Naval Service of the United States at any time as the President of the United States shall determine, and who has been discharged or released therefrom under conditions other than dishonorable.

INCOME DEFINITIONS

For the purpose of calculating and determining rent, the following definitions are provided:

Adjusted Income. Annual income less: a) \$480 for each dependent, b) \$400 for any elderly family, c) medical expenses in excess of 3% of annual income for elderly family and d) child care expenses while a head of household or spouse is employed or attending school.

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 the annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed, to further their education, or actively seek employment. The HACSM will deduct the out-of-pocket expense for childcare necessary to permit employment, that has been verified by the childcare provider. The amount deducted may not exceed the amount of income received from such employment.

The HACSM will not normally allow childcare deductions when the family has an additional unemployed adult member who is physically capable of caring for the child(ren).

If the total annual income less the above noted deductions results in a rent payment that is less than the established minimum rent standard, the tenant's rent shall be the HACSM's approved minimum rent.

Contract Rent. The rent charged a tenant for the use of the dwelling unit and equipment such as range and refrigerator, but not including furniture, and reasonable amounts for utilities determined in accordance with the HACSM's schedule of utility allowances deducted from gross rent. If the allowances exceed the gross rent the HACSM will give the tenant a credit equal to the amount by which the allowance exceeds the gross rent.

Exclusions from Total Family Income. Temporary, nonrecurring or sporadic income defined as follows:

- Casual, sporadic and irregular gifts and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.
- Lump-sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, worker's compensation, capital gains, and settlements for personal or property losses.
- Amounts of education scholarships paid directly to the student or the educational institution and amounts paid by the United States Government to a Veteran for use in meeting the cost of tuition, fees, books, to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans not used for the above purpose that are available for subsistence are to be included in income, as well as the hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire.
- Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- The value of allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1977.
- Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
- Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred, e.g. special equipment, clothing, transportation, reimbursement for child care, etc. which are solely to allow participation in a specific program and cannot be used for other purposes.
- Income of a live-in aide as defined above.

- Income from employment of children (including foster children) under the age of 18 years.
- Payments received for the care of foster children.
- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act.
- Payments received from the Job Training Partnership Act.
- Payments from Programs under Title V of the Older Americans Act of 1965.
- Payments received under the Alaska Native Claims Settlement Act.
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- Income derived from the disposition of funds of the Grand River band of Ottawa Indians.
- The first \$2,000 of per capita shares received from judgement funds awarded by the Indians Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
- Payments or allowances made under the Department of Health and Human Services for Low Income Home Energy Assistance Program.
- Reparation payments made by foreign governments in connection with the Holocaust.
- Amounts received under training programs funded by HUD.
- Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- Amounts received by participants in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- Are authorized by a federal, state or local law; Are funded by federal, state or local government; Are operated or administered by a public agency; Has as its objective to assist participants in acquiring job skills.
- Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job. This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.
- A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

- Compensation from state or local employment training programs and training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA.
- For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480 per adopted child.
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Flat Rent. A rent charged on a dwelling unit based on no less than 90% of the applicable Small Area Fair Market Rent charged for comparable units in the private unassisted rental market. Flat rent is the unsubsidized amount a private landlord could charge and lease the unit promptly after preparation for occupancy. The following factors include those considered by the HACSM Board when calculating flat rent:

- Location including the value and quality of neighboring housing
- Unit type
- The need for rehabilitation
- Unit size and number of bedrooms
- Age of property
- Amenities at the property and in the immediate neighborhood such as laundry hookups, open space, parking, schools, public transportation, etc.
- Housing services provided
- Maintenance services provided
- Utilities provided by the PHA

Flat rents for each unit size are reviewed periodically by the HACSM Board to ensure they continue to reflect fair market rates at no less than 80% for the area and are posted within the HACSM office.

Gross Income. Total income as defined in “Total Family Income” below.

Gross Rent. Contract rent plus the amount of any applicable allowance for tenant-supplied utilities.

Monthly Adjusted Income. Adjusted annual income divided by 12.

Monthly Income. Annual gross income divided by 12.

Net Family Assets. Value of equity in real property, savings, stocks, bonds and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.) In determining net family assets, the Authority shall include the value of any

assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Public Housing Agency. Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

Substandard Housing. The HUD definition now specifically includes as homeless, participants in transitional housing programs.

Tenant Rent. The amount payable monthly by the household as rent to the HACSM. Where some or all utilities (except telephone) and other essential housing services are not supplied by the HACSM and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment, less utility allowance.

Total Family Income. Income anticipated to be received during the 12 months following admission or recertification. Income from all sources from 1) the head of household and/or spouse and 2) each additional household member who is at least 18 years of age, excluding full-time student income, income which is temporary, non-recurring or sporadic as defined below. Total family income should include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the HACSM, is available to meet the family's needs. Total family income includes, but is not limited to the following:

- The full amount, before any payroll deductions, of wages and salaries, including compensation for personal services such as commissions, fees, tips, bonuses, and cash payments.
- Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
- Interest, dividends, and net income of any kind of real or personal property. Where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current rate as determined by HUD.
- The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and termination wages.
- Welfare assistance payments, including imputed welfare income.
- Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any persons not residing in the dwelling unit.
- All regular pay, special payments and allowances, such as longevity, overseas duty, rental allowances, allowances for dependents, etc. received by a member of the Armed Forces, with the exception of hazardous duty pay.
- Payments to head of household for the support of a minor, or payments nominally to a minor for their support, but control for their benefit by the head of household or a resident family member other than the head, who is responsible for their support.
- Veterans Administration compensation (service-connected disability or death benefits).

All income is to be annualized if information received is for less than a 12-month basis. It is important to note that changes in family composition and or income must be reported to the HACSM within ten (10) calendar days. Failure to do so may result in eviction proceedings. In the case of income adjustments, all back rent due

and owing will be due within fourteen (14) calendar days from the date the HACSM formally notifies the tenant of the amount due, unless a repayment agreement is established with the HACSM.

Total Tenant Payment (TTP). This amount is the amount the family must pay per month. It may be either the minimum rent of \$50.00, thirty (30) percent of family monthly adjusted gross income, ten (10) percent of family monthly income, or the flat rent.

Unreported Income. If a tenant fails to report income the tenancy may be terminated under the terms of the lease and in accordance with the Wisconsin State Statutes. The tenant will be obligated to pay the applicable portion of the rent for any and all unreported income, and may be prosecuted. The HACSM may approve a repayment agreement which stipulates the schedule of repayments, the amount of the payment, and the consequences if a payment is missed. Payment of retroactive rent owed due to unreported income shall be paid to the HACSM per the terms of the repayment agreement if one is approved.

Utility Allowance. The cost of electric service for an assisted unit is not included in the tenant rent. Payment for electric service is the responsibility of the family occupying the unit, in an amount equal to the utility allowance approved by the HACSM, based on the monthly cost of reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Very Low Income Family. A Lower Income Family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for family size. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Over Income Individuals/Families. Tenant households that have annual household income that has exceeded 120% of the area median income for two consecutive years. The HACSM will begin tracking the two-year period at the annual or interim reexamination that first determines that the Tenant's income has exceeded the area median income.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.