

**STATEMENT OF POLICIES GOVERNING ADMISSION
TO AND CONTINUED OCCUPANCY OF
LOW RENT PUBLIC HOUSING
MOVING-TO-WORK DEMONSTRATION PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF TULARE**

Revised January 19, 2022

These policies and procedures govern the Conventional Public Housing Program for the Housing Authority of the County of Tulare for all families participating in the Moving-to-Work Demonstration Program.

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DEFINITIONS

- 1. Adult:** A household member who is 18 years or older or who is head of household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.

- 2. Annual Income:**
 - A.** Annual income is the anticipated total income from all sources received by the family head, spouse (even if temporarily absent), and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph C(1) of this section, and exclusive of certain other types of income specified in paragraph C(2)–(27) of this section.

 - B.** Income includes, but is not limited to:
 - (1)** The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

 - (2)** The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

 - (3)** Interest, dividends and other net income of any kind from real and personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property).

Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. On contracts for sale of real estate, deeds of trust or mortgages held by the applicant or tenant, only the interest portion of the monthly or annual payments received by the applicant or tenant is included as income. The gross amount of periodic payments 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 payment for the delayed start of a periodic payment.

- (4) The gross amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- (5) 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 Workers' Compensation, are excluded.)
- (6) Welfare assistance, including any amount being deducted from the family's grant because of fraud or failure to participate in economic self-sufficiency programs or comply with work activities.

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

- (a) The amount of the allowance or grant, exclusive of the amount specifically designated for shelter or utilities, plus
 - (b) The maximum amount the welfare-assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Imputed Welfare Income:
- (a) A family's annual income includes the amount of imputed welfare income resulting from a specified welfare-benefits reduction.

- (b) HATC will obtain the amount and term of any specified welfare-benefit reduction for a family member, the reason for such reduction, and any subsequent changes in the term or amount of such specified welfare benefit reduction from the Tulare County Social Services Agency through written notification from the Social Service Agency. HATC will use this information to determine the actual amount of imputed-welfare income for a family.
- (c) A family's annual income will include the imputed welfare income, determined at reexamination of family income and composition, during the term of the welfare benefits reduction.
- (d) The amount of the imputed-welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed-welfare income, the imputed -welfare income is reduced to zero.
- (e) HATC will not include imputed-welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- (8) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions and gifts received from persons not residing in the dwelling.
- (9) Amounts of educational grants and scholarships paid directly to the student or to the educational institution, and amounts paid by the government for room and board.
- (10) All regular pay, special pay (except hazardous duty pay), and allowances of a member of the armed forces (whether or not living in the dwelling) who is head of the family, spouse or other family member whose dependents are residing in the unit.
- (11) Income of related persons who “live in” to provide care for a sick or incapacitated family member shall be included if his or her income is available to the family, and if the person is expected to contribute towards the family’s support. In such cases, only that part of their income, which is over and above wages paid by the family, shall be included. If these wages are deducted by the family as an unusual medical expense, then the entire amount of income of the “live-in” caretaker shall be included. In this type of situation, the “live-in” person is entitled to residual rights.

- (12) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.
- (13) If there is income coming into the home on a regular basis that is not specifically listed as excluded income, it will be counted.

C. Annual income does not include:

- (1) Temporary, non-recurring nor sporadic income, such as the following:
 - a. Casual, sporadic or irregular gifts; or
 - b. Amounts that are specifically received for, or in reimbursement of, the cost of medical expenses.
- (2) Payments received by participants in other publicly assisted programs as reimbursement for out-of-pocket expenses incurred (special equipment, clothing, transportation, reimbursement for child care, and so forth), which are made solely to allow participation in a specific program and cannot be used for other purposes.
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's Compensation), capital gains and settlement for personal or property losses, or deferred periodic amounts from Supplemental Security Income (SSI), Social Security benefits, and Department of Veterans Affairs disability benefits that are received in a lump-sum amount or in prospective monthly amounts. These amounts could become net family assets.
- (4) Any earned-income-tax credit to the extent it exceeds income-tax liability.
- (5) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- (6) Any state or local refunds or rebates for property taxes.
- (7) Payments made by a state agency to a family with a developmentally disabled family member living in the home to offset the cost of services and equipment needed to keep that family member at home.
- (8) Income from employment of children (including foster children) under the age of 18 years.

- (9) 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. The following types of income are subject to such exclusion:
- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029).
 - b. Payment or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629).
 - c. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088]; Examples of programs under this Act include but are not limited to:
 - the Retired Senior Volunteer Program (RSVP);
 - Foster Grandparent Program (FGP);
 - Senior Companion Program (SCP);
 - the Older American Committee Service Program; and
 - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
 - d. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)];
 - e. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e];
 - f. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
 - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-8);

- i. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y.) (Pub. L. 101–201 and 101–39);
- j. Payments received under the Maine Indian Claims Settlement Act 1980 (Public Law 96–420, 25 U.S.C. 1721) pursuant to 25 U.S.C. 1728(c);
- k. (xiv) 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);
- l. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- m. 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);
- n. Assistance from section 1780 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1760(e)) and section 11(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1780(b));
- o. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C.(1774f (b)));
- p. 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) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs;
- q. 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.*, United States District Court, and District of Columbia, as provided in the Claims Resolution Act of 2010;

- r. Federal major disaster and emergency assistance provided to individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d));
 - s. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects and children of certain Korean service veterans born with spina bifida;
 - t. 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. 604h(4));
 - u. Major disaster and emergency assistance received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments and disaster assistance organizations (42 U.S.C. 5155 (d));
 - v. 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));
 - w. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f], e.g., Green Thumb, Senior Aides, Older Americans Community Service Employment Program;
- (10).** If a live-in attendant, who would not otherwise live in the unit, is not expected to, and does not, therefore, contribute to the family’s support, his/her income should not be counted. However, the head of the household must then submit a doctor’s certificate, or such other certification as may be deemed necessary, stating that this employment is necessary to the care and well-being of the sick or incapacitated family member, or to enable another family member to seek or obtain employment outside the home. If the family pays out of pocket for the care provided, such payments may be deducted as unusual medical expenses. These attendants do not have residual rights. If a live-in attendant is a relative who would not otherwise live in the unit, the family may make a one-time option whether or not to count that person as a family member with residual rights or as a live-in attendant.

Assets – See “Net Family Assets”

3. **Childcare Expense:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such is necessary to enable a family member to be gainfully employed or to further his/her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. When the deduction is to facilitate further education, the amount must not exceed a sum reasonably expected to cover class time and travel time to and from classes.
4. **Citizen:** A resident by birth or naturalization of the United States of America.
5. **Community Service:** The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment, and may not include political activities. Such service may be performed for a church, school, hospital, non-profit or social service agency, or can be work performed around Housing Authority units. Political activity is not eligible.
6. **Co-Tenant:** The husband or wife of the head-of-household or a person living with the head-of-household in a spousal relationship.
7. **Dependent:** A member of the family household (excluding foster children), other than the family head or spouse, who is under 18 years of age, or is over 18 and a disabled person or handicapped person, or is a full-time student.
8. **Disabled Person:** A person is considered disabled if: (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability, as described in paragraph B below.
 - A. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial, gainful activity because of any physical or mental impairment that is expected to result in death or has lasted, or can be expected to last, continuously for at least 12 months; or, for a blind person, at least 55 years old, inability because of blindness to engage in any substantial, gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

- B.** Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001)(7), defines developmental disability in functional terms as:

“Severe, chronic disability that: (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial, functional limitations in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsible language, (3) learning, (4) mobility, (5) self direction, (6) capacity for independent living, (7) economic self sufficiency, and (8) reflects the person’s need for a combination and sequence of special, interdisciplinary or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.”
“Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.”

- C.** A person having a physical or mental impairment that: (1) is expected to be of long, continued and indefinite duration; (2) substantially impedes his/her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions. All three conditions must be met as defined by the regulations implementing the Fair Housing Act.

It should be noted that the receipt of veteran’s benefits for disability, either service-incurred or otherwise, does not automatically establish disability as defined above, and the PHA must make the determination on the basis of a qualified medical practitioner’s verification

Disabled status can be verified by a doctor’s statement or other reliable medical source.

- 9. Displaced – Involuntary:** Involuntarily, displaced applicants are applicants who have vacated or will (within no more than six months from date of certification or verification) vacate housing as a result of:

- A.** A disaster (fire, flood, etc.)
- B.** Federal, state or local government action related to code enforcement or public improvement/development
- C.** Action by a housing owner, which is beyond an applicant’s ability to control, occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase.

- 10. Educational Institution:** An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

11. **Elderly Family:** A family whose head or spouse (or sole member) is a person who is an elderly, disabled or handicapped person. It 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 his/her care and well-being.
12. **Elderly Person:** A person who is at least 62 years of age.
13. **Eligible Alien:** A person lawfully admitted for residence to the United States.
14. **Family:** “Family” means two or more persons who regularly live together as a family, provided the income and resources of all adult members of the family are available for, and actually used in, meeting the living expenses of the family. There may also be considered as part of the family group, those members of the family temporarily absent and whose incomes and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family.

When considering child custody to meet eligibility as a family, an adult must have custody of a child for at least six months of the coming year for the child to be considered a family member.

In joint custody cases, two adults cannot both claim the same children for eligibility purposes as separate families.

15. **Family Members:** All members of the household, other than live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.
16. **Fixed Income:** Income subject to periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance, pension plans, annuities, other retirement benefit programs, insurance policies, disability, or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
17. **Full-Time Student:** A family member, other than head or spouse, who is carrying a subject load and is considered full-time for day students under the standards and practices of the educational institution attended.
18. **Handicap-Assistance Expense:** Anticipated costs for care attendants and/or auxiliary apparatus for handicapped and disabled family members, which enable a family member (including the handicapped member) to work. The amount allowable for a deduction is the amount that exceeds three percent of annual income and cannot exceed the amount earned. Expenses can include alterations to vehicles.
19. **Head of the Household:** The head of the household is the person who assumes legal and moral responsibility for the household. A head-of-household must be at least 18 years of age or an emancipated minor.

20. **Household Members:** All members of the household, including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.
21. **Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.
22. **In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis, automobile provided for transportation, etc.).
23. **Live-In Attendant:** A person who would otherwise not live in the unit and who is determined to be essential to the care and well-being of an elderly, disabled or handicapped tenant. A live-in attendant is not considered a family member and is not expected to contribute to the family. Their income is not counted, and they have no residual rights to occupancy if the family vacates the unit. The Housing Authority must be furnished with the name of any live-in attendant(s), and may refuse to allow, as an attendant, persons who owe money to this agency, or who have a criminal record. If a relative, who would not otherwise live in the unit, is chosen as a live-in attendant, the family will have a one-time option to decide if they will be treated as a family member, counting income, with residual rights to the unit, or as a non-relative and not counting income, with no residual rights to the unit.
24. **Lower-Income Family:** A family whose annual income is between 51% to 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than the 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually or low family incomes.
25. **Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without eligible immigration status.
26. **Near- Elderly:** A person who is at least 55 years of age, but below the age of 62.
27. **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 homeownership programs, less the cost of converting the assets to cash. 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 as 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 under Section 912.106 of the regulations.)

In determining net family assets, PHAs 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 reexamination, as applicable, in excess of the consideration received thereof. 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.

28. **Previously Unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the minimum wage.
29. **Proration of Assistance:** “Mixed families” with some members who are citizens or eligible aliens, and some who are not, will have assistance prorated on the basis of total number of family member who are not legally in this county. The unit rent will be increased by \$25 per month for each illegal family member living in the unit.
30. **Remaining Member of a Tenant Family:** “Remaining member of a tenant family” means an individual remaining in a unit when other member(s) of an assisted family have moved, unless this individual was an unrelated member of the former family who was necessary to care for the well-being of an elderly, disabled or handicapped head-of-household or spouse, and whose income was not counted for eligibility or TTP purposes.
31. **Resident:** Applicants where the head-of-household or spouse/significant other lives, works or has been hired to work in HATC’s jurisdiction. Residency is not dependent upon how long the applicant has lived or worked in HATC’s jurisdiction. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the public-housing program based upon the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.
32. **Service Member:** Members of the Army, Navy, Marine Corps, Air Force, Coast Guard; commissioned officers of the Public Health Service and the National Oceanic and Atmospheric Administration who are engaged in active service; reservists ordered to report for military service; persons ordered to report for induction under the Military Selective Service Act and guardsmen called to active service for more than thirty (30) consecutive days.
33. **Single Person:** “Single person” means a person living alone or intending to live alone and who does not qualify as an elderly family or a displaced person, as defined in this section, or as the remaining member of a tenant family.
34. **Spouse:** The husband or wife of the head-of-household.

35. **Temporary Deferral:** Continuing rental assistance for families who were receiving assistance on June 19, 1995, who are either not legally in this country, or are a “mixed family” who is not eligible for continued assistance because either the head-of-household or spouse is not legally in this country. The maximum deferral period is eighteen months.
36. **Tenant Rent:** The amount payable monthly by the family as rent to the PHA. This shall be a fixed amount established by the PHA, based upon the bedroom size of the unit occupied by the family. This amount may be adjusted annually by the PHA, but may not be raised by more than ten percent in any one 2-month period. Any increases may take effect on a calendar-year basis, notwithstanding the move-in date of the family.
37. **Third-Party (Verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.
38. **Very Low-Income Family:** A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. 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.
39. **Veteran:** The term “veteran” means any person honorably discharged from the armed forces of the United States who served in World War I between April 6, 1917 and November 11, 1918, both dates inclusive, or in World War II on or after December 7, 1941, until final cessation of all hostilities, or in the Korean Conflict, Lebanon Crisis, Berlin Crisis, Quemoy and Natsu, Taiwan Straits, Cuban Crisis, the Congo, the Dominican Republic and Vietnam. “Veteran” does not include a person enlisted and accepted for active training only for a period of six months or less.

CHAPTER 1

I. ELIGIBILITY REQUIREMENTS

- A.** To be eligible for admission, a family or single person's annual income must fall within the applicable income limits for the area.
- 1.** A family consists of:
- a.** Two or more persons who have a family-type relationship (see definition).
 - b.** Children or adults temporarily absent from the home may be considered family members if their permanent address is with the family and the absence will not be longer than 180 days.
 - (1)** Children who are subject to a joint-custody agreement but who live with one parent at least 183 days of the year (51%), whether consecutively or not, will be considered members of the household. Should both parents be applicants, and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent. If school records are inconclusive, then other pertinent records, such as doctor and hospital records will be utilized.
 - (2)** HATC will not add a foster child(ren) or foster adult(s) for anticipated placements unless the governing agency identifies the foster child(ren) or foster adult(s) by name and advises a placement date within 60 days.
 - c.** A single person who is:
 - (1)** Eligible, by age, to receive an old-age benefit under Title II of the Social Security Act (see definition).
 - (2)** Displaced by governmental action, or by a formally recognized disaster.

- (3) Disabled within the meaning of either Section 223 of the Social Security Act or Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 (see definition). For purposes of qualifying for low-income housing, does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
 - (4) Pregnant, who is either 18 years of age or an emancipated minor (the pregnancy must be verified by a doctor).
 - (5) The last remaining member of a tenant family who is an adult or emancipated minor.
 - (6) Other Single persons.
- d.** However, families and single persons who are 55 years (Near-Elderly) or older, or disabled will be housed prior to those single persons who do not qualify for one of the prior categories.
- e.** A single person may require a “live-in attendant” who is essential to the care and well being of the single person.
- (1) Whose income is not to be counted for the purpose of determining eligibility or rent.
 - (2) Who is not obligated for the support of the tenant family.
 - (3) Who would not be living in the unit, except to provide necessary supportive services.
 - (4) Such persons whose incomes are not counted for determining the eligibility and rent of the family would not be parties to the lease and would not be considered the remaining member of a tenant family in the event the lessee dies or vacates the dwelling unit.
 - (5) The Housing Authority must be told the name of the person who will be living in the unit as the live-in attendant. All live-in attendants will be subject to the same eligibility criteria and screening process as tenant-family members. The HATC may disapprove any proposed aide if that person does not meet the eligibility requirements.

- (6) A live-in aide's family members may reside in the unit, provided that the subsidy size is not increased, and the presence of the live-in aide's family does not overcrowd the unit.

B. Income Limits for Admission: To be financially eligible, the applicant family must provide adequate evidence that annual income for the 12-month period following occupancy is not anticipated to exceed the income limits for admission (see Appendix A).

Where the family has net family assets in excess of \$5,000, annual income for eligibility and rent shall include the greater of the actual net income derived from all net family assets or a percentage of the value of such assets based upon the current passbook savings rate, as determined by HUD.

C. Non-Economic Eligibility Criteria:

1. Housing assistance is restricted to citizens and non-citizens who have been lawfully admitted to the United States. Families who have no citizens or eligible alien members are not eligible. "Mixed families" may be eligible for prorated assistance.
2. In determining eligibility, the following factors shall be included:
 - a. Whether the conduct of the applicant in present or prior housing has been such that admission to the program may reasonably be expected to adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for the Housing Authority to deny eligibility:
 - b. A record of non-payment of rightful obligations, including rent, utilities and credit purchases.
 - c. A record of disturbance of neighbors.
 - d. A record of destruction of property.
 - e. Evidence of poor living or housekeeping habits.

- f.** A history of criminal activity involving crimes of physical violence to persons or property, or a record of other criminal acts, which may reasonably be expected to adversely affect the health, safety or welfare of other residents. This includes families with persons who have been convicted of manufacturing or producing methamphetamine, families with persons fleeing to avoid prosecution or to avoid custody or confinement after conviction of a crime or attempt to commit a crime, or families with persons who are subject to a lifetime registration requirement under a state sex-offender-registration program.

An applicant denied admission based upon a criminal record must be told the reason for the rejection and given an opportunity to request an informal hearing to dispute the accuracy or relevancy of the record.

The Housing Authority shall keep all criminal records in a separate, confidential file, and shall destroy such records when the purpose for which they were obtained has been accomplished.

- g.** A history of alcohol or drug abuse, which likely results in conduct that would adversely affect the project environment; or current illegal use of a controlled substance, or there exists reasonable cause to believe that the applicant abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- h.** Money owing to any Housing Authority from prior occupancy.
- i.** If the tenant is currently living in a unit subsidized by any governmental agency including the Housing Authority or Kaweah Management Company.
- j.** Families currently participating on any of HATC's Moving-to-Work Demonstration Programs may not file an application for any other HATC owned or managed program while they are a participant. After the family has moved out or their assistance has terminated, they may reapply on any waiting list for which they are eligible.
- k.** If the applicant, or any adult family member, has been evicted from public, Indian or Section 8 housing because of drug-related, criminal activity within the past three years, or has ever been evicted by court action for any reason from any unit owned or managed by the Housing Authority of the County of Tulare.

- 6. Have a household member who has ever been evicted from any subsidized housing program as an adult; and
- 7. Have a family household member who has been terminated under the certificate or voucher program as an adult;
- F. 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;
- G. Denied for Life:** Has a lifetime registration under a state sex-offender registration program.

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

- H.** Each applicant determined to be ineligible shall be promptly notified by the Housing Authority, in writing, of such determination with the reasons therefore and of his/her right, upon request within ten days, to an informal hearing on the determination.
- I.** The informal hearing may be conducted by any person designated by HATC, other than a person who made or approved the decision under review or subordinate of this person.
- J.** The Housing Authority will make any reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

II. ELIGIBILITY FOR CONTINUED OCCUPANCY:

- A.** To be eligible for continued occupancy, residents must meet the following criteria:
 - 1. Qualify as a family (see definition), or who is the last remaining member of a tenant family (excluding live-in attendants).
 - 2. Conform to the occupancy standards.
 - 3. Must not have conduct, which proves detrimental to the project or its residents.
 - 4. Must have disclosed all criminal records of any adult family member.

5. Must meet citizen or eligible alien criteria.
 6. Must not be illegally using a controlled substance, and must not be abusing alcohol when such abuse interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
 7. Meet community-service requirement.
 8. Must provide required verifications.
- B.** Families who were receiving rental assistance as of June 19, 1995, will have to certify citizenship or verify eligible alien status at their first-reexamination after that date.
- C.** Families whose incomes exceed 120% of the area median, as defined by HUD, and adjusted for family size, will no longer be eligible. These families will be given a six-month notice to vacate.
- D.** Families admitted to, or choosing to convert to, the Moving-to-Work Demonstration Program, will be allowed to live in a Housing Authority public-housing unit (including transfers) for a maximum of five years. After that time limit, they will be given a six-month notice to vacate. Such families will be allowed to apply for readmission after they have vacated their unit.
- E.** The same standards of tenant suitability that are used for applicants also apply to any person a family in occupancy wishes to move into the unit. The PHA will determine that the person meets the standards prior to adding that person's name to the family's lease. If that person, or the family, does not cooperate, and moves that person into the unit without PHA permission, it could be grounds for eviction.

CHAPTER 2

WAITING LIST

- I. Families expressing an interest in the low-rent program will be informed that the tenant-screening process includes:
- An unannounced house visit to determine housekeeping standards.
 - A check of landlord references.
 - A credit check.
 - A check of any other factors deemed relevant to eligibility requirements (see Chapter 1,C.).
- A. **Receipt of Application:** Telephone applications for the Public Housing Programs will be taken by the Housing Authority administrative office handling that program. Applications will be accepted from families apparently eligible for any or all programs. A confirmation letter will be sent to each family.
- B. **Processing of Applications:** The application constitutes the basic record of each family applying for admission. Each application shall reflect the date and time received, preference status, estimated family income, race, gender, ethnicity, and size of dwelling required. The application, together with all other materials relating to the family's eligibility and preference rating, etc., will be maintained in an active file for eligible applicants.
- C. Applicants are required to inform HATC of any changes in their mailing address. Applicants are also required to respond to any requests from HATC to update the information on their application or to determine their continued interest in assistance.
- D. Families who file an application will be placed on the waiting list according to bedroom size and by date and time of application, unless priority has been established.
- E. Contact will be made periodically with applicants to keep information current, and to be sure that they are still interested. If applicants do not respond, their application will be placed inactive.
- F. The Housing Authority reserves the right to suspend taking applications for any bedroom size or rent range at such time as the waiting list for that size exceeds two years.
- G. Individual application pools will be maintained in the area office serving the area in which the units are located. Due to the distances between the cities in which an area's projects may be located, application preferences may be recorded. Applicants may apply for any or all low-rent waiting lists at any area office.

- H.** Families currently participating on any of the HATC's Moving-to-Work Demonstration Programs may not file an application for any other HATC program while they are a participant. After the family has moved out, they may reapply on any waiting list for which they are eligible.

II. REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

- A.** The applicant requests to be removed;
- B.** The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C.** The applicant does not meet the eligibility criteria for the program.

III. MISSED APPOINTMENTS

- A.** All applicants who fail to keep a scheduled appointment with HATC will be sent a second notice to respond. If they fail to keep the second appointment, they will be notified of termination of the process for eligibility. HATC will allow the family to continue the eligibility process if they have missed appointments for good cause. No more than two opportunities will be given for good cause.
- B.** When a family nears the top of the waiting list, the family will be contacted for an interview and the verification process will begin.

CHAPTER 3

I. VERIFICATIONS

All income, family status, information on assets, and deduction qualification will be verified for admission and continued occupancy by the Housing Authority, as well as eligible alien status.

When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., TANF, welfare, unemployment compensation, child support, etc.), the absence of such income will be verified.

All verifications will be obtained within 90 days of initial lease date, or effective date for all subsequent re-examinations and redeterminations, to ensure that current and accurate data are being used in calculating rents and eligibility.

All income, which affect rent between admissions and reexaminations, will be verified in accordance with the above provisions.

Family composition changes reported between admissions and reexaminations will be verified, however, this will not require reverification of family income. Income will be subject to reverification at the subsequent reexamination.

Tenant files will contain documentation of all verifications.

- A.** All income, assets, family status, and each applicable deduction or exemption will be verified at the time of admission and at each subsequent re-examination or re-determinations requested for income changes. Families will fill out an Income Certification Questionnaire prior to meeting with an eligibility clerk showing all income, asset and deduction information for each adult member of the household.
- B.** Self-employed persons, or persons whose earnings are irregular, will be required to furnish summary data from books of account or certified statements, showing gross receipts, itemized expenses and net income.
- C.** Verifications obtained by telephone or personal interview must be documented with the source, date, and person receiving the information clearly indicated.
- D.** The following information will also be verified and documented in the tenant file:
 - 1.** A record of the home visit of the applicant's housing accommodations must be kept in file.

2. Disability, veteran or service-member status, when they are a factor in determining eligibility or priority, and/or the need for a live-in attendant.

The receipt of veteran's benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability.

3. Full-time student status.
4. Non-economic selection criteria when information provides the basis for denial of eligibility based upon the past conduct of the applicant or is/her family. This would include monies owed, criminal records, housekeeping standards, a credit check, and landlord references.

II. RELEASE OF INFORMATION

In order to be eligible for assistance, 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. At a minimum, the consent forms must contain the following:

- A. A provision authorizing HUD and HATC to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- B. A provision authorizing HUD or HATC to verify with previous or current employers income information pertinent to the family's eligibility for, or level of, assistance; and
- C. A provision authorizing HUD or HATC 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.

The family will be required to sign specific authorization forms when information is needed that is not covered by HUD's Form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

The family may have their assistance denied or terminated if they do not supply any information required by HATC or HUD.

III. VERIFICATION TECHNIQUES

Third-Party Verification Techniques

Upfront Income Verification (UIV) (Level 6/5): The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

The EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

Written Third-Party Verification (Level 4): An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third-party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive paystubs for determining annual income from wages. For new income sources or when two paystubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

Written Third-Party Verification Form (Level 3): Also, known as traditional third-party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third-party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third-party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income-verification process.

Oral Third-Party Verification (Level 2): Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

Non-Third-Party-Verification Technique

Tenant Declaration (Level 1): The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third-party verification was not available.

Exceptions to Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third-party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, the PHA is **required to document in the family file the reason(s) why third-party verification was not available.**

- 1. Third-party verification requirements.** In accordance with 24 CFR §960.259(c)(1) and 24 FR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.
- 2. How to comply with and reduce administrative burden of third-party verification requirements of family annual income.** PHAs can comply with and reduce administrative burden of third-party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:
 - a. Reviewing the EIV Income Report to confirm/validate tenant-reported income; and
 - b. Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
 - c. Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
 - d. Using current tenant-provided documentation and/or third-party verification to calculate annual income.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third-party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third-party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

- 3. When the PHA is required to request written third-party verification** The PHA must request written third-party verification under the following circumstances:
 - a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
 - b. When the PHA requires additional information that is not available in EIV and/or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:

- i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
- ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
- iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

Note: 24 CFR §5.236(a), prohibits PHAs from taking adverse action based solely on EIV information.

IV. VERIFICATION HIERARCHY.

PHAs should begin with the highest level of verification techniques.

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

| Level | Verification Technique | Ranking |
|-------|--|--|
| 6 | Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants) | Highest (Mandatory) |
| 5 | Upfront Income Verification (UIV) using non-HUD system | Highest (Optional) |
| 4 | Written Third-Party Verification | High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute) |
| 3 | Written Third-Party Verification Form | Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation) |
| 2 | Oral Third-Party Verification | Low (Mandatory if written third-party verification is not available) |
| 1 | Tenant Declaration | Low (Use as a last resort when unable to obtain any type of third party verification) |

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

V. TYPE OF FILE DOCUMENTATION REQUIRED:

- A. For each new admission (form HUD-50058 action type 1), the PHA is required to do the following:
- i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
 - ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
- B. For each historical adjustment (form HUD-50058 action type 14), the PHA is required to do the following:
- i. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
 - ii. Print and maintain a copy of the EIV Income Report in the tenant file; and
 - iii. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.
- C. For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:
- ICN Page** when there is **no** household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV Income report, however, only the ICN page is required.)
- EIV Income Report** when there **is** an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.
- D. For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:
- i. **No Dispute of EIV Information:** EIV Income Report, current acceptable tenant-provided documentation, and *if necessary* (as determined by the PHA), traditional third party verification form(s).
 - ii. **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or traditional third-party verification form(s) for disputed information.

- iii. **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and *if necessary* (as determined by the PHA), traditional third party verification form(s).
4. If the tenant does not provide the requested information, the PHA may mail or fax a third-party verification request form to the third-party source. The PHA is *required* to request third-party verification when the tenant disputes EIV information and the tenant is unable to provide acceptable documentation to support disputed information. However, the PHA should *also* remind the tenant that s/he is required to supply any information requested by the PHA for use in a regularly scheduled annual or interim reexamination of family income and composition.

The PHA may determine that the tenant is not in compliance with program requirements and terminate tenancy or assistance, or both, if the tenant fails to provide the requested information in a timely manner (as prescribed by the PHA).

To minimize tenant underreporting of income, PHAs are required to obtain an EIV Income Report for each family any time the PHA conducts an annual or interim reexamination of family income and composition.

In accordance with 24 CFR §5.236(b)(2)(3), PHAs are required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.

*The PHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Note: A substantial difference is defined as an amount equal to or greater than \$2,400, annually.

The tenant must be provided an opportunity to contest the PHA's determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the PHA's established grievance procedures, as required by HUD. The PHA may not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

The PHA should explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third party verification form to the third party source for completion and submission to the PHA.

If the third-party source does not respond to the PHA's request for information, the PHA is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The PHA should then pursue lower-level verifications in accordance with the verification hierarchy.

VI. DISCLOSURE OF AN INDIVIDUAL'S EIV INFORMATION:

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility and level of assistance for a PIH rental assistance program may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low-income housing tax-credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

VII. WHAT TO DO IF THE EIV INFORMATION IS INCORRECT:

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the tenant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the tenant disputes this information, s/he should contact the SSA at (800) 772-1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

Note: The tenant may also provide the PHA with third-party documents which are in the tenant's possession to support their dispute of EIV information. The PHA, with the tenant's consent, is required to submit a third party verification form to third party sources for completion and submission to the PHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the tenant suspects someone is using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and s/he should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit reporting agency directly.

VIII. GENERAL NOTES ON VERIFICATIONS:

- A.** Self-employed persons, or persons whose earnings are irregular, will be required to furnish summary data from books of account or certified statements, showing gross receipts, itemized expenses, and net income.
- B.** Verifications obtained by telephone or personal interview must be documented with the source, date, and person receiving the information clearly indicated.
- C.** The following information will also be verified and documented in the tenant file:
 - 1.** Veteran or service-member status when it is a factor in determining eligibility, preference or priority. The receipt of veteran's benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability.
 - 2.** Family medical needs requiring a larger unit.

3. Non-economic selection criteria when information provides the basis for denial of eligibility. This would include monies owed, criminal records, housekeeping standards, a credit check, and landlord references.

4. **Social Security numbers.**

Applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

SSN Documentation:

The PHA must request the applicant and participant (including each member of the household), who are not exempt under Section 5 of this Notice, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

Penalties for Failure to Disclose and/or Provide Documentation of the SSN:

- a. Applicants.** The PHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for a period of time as determined by the PHA. The maximum time the family may remain on the waiting list, pending disclosure of requested information is 90 days. If all household members have not disclosed their SSN at the time a unit becomes available, the PHA must offer the available unit to the next eligible applicant family on the waiting list.
- b. Participants.** The PHA must terminate the assistance of Section 8 program participants (the entire household) and terminate the tenancy of Public Housing participants (the entire household) if his/her SSN) does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance or tenancy in the program, the PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period **not to exceed** 90 calendar days from the date the PHA determined the family noncompliant with the SSN disclosure and documentation requirement, if the PHA determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the tenancy or assistance, or both, of the entire family.

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

Prior to being admitted, all household members will be required to sign a Declaration of Section 214 Status under penalty of perjury, or, in the case of minors, to have one completed on their behalf.

- a. U.S. Citizens and U.S. Nationals will not be required to further document evidence of citizenship unless there is reason to doubt a claim of citizenship.
- b. Non-citizens who are 62 years of age or older will be required to provide a documentation verifying their age.
- c. All other non-citizens will be required to provide one of the INS documents referred to in 24 CFR 5.510 for the tenant file and a signed verification consent form. HATC will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, HATC will mail information to the INS so a manual check can be made of INS records.
- d. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

IX. TIMING OF VERIFICATIONS:

For applicants and participants verifications are valid for 90 days from date of receipt. If the family caused the delay in providing verification, their assistance may be denied or terminated and they will have to repay HATC for any overpayments made on their behalf.

X. FREQUENCY OF OBTAINING VERIFICATIONS:

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

Information concerning any requests for accommodation or for a live-in aide will be verified at time of request.

Information regarding fixed income and assets under \$5000 will be verified prior to admission. Once verified at admission, participant will be required to verify these items at least triennially.

All other information concerning income, family composition, and expenses, such as medical and childcare costs, will be verified at least annually.

XI. CHECKING VERIFIED FINDINGS PRIOR TO ADMISSION:

If there is a delay of any consequence between the determination of the family's eligibility and the time it can be admitted to a unit, the family will be questioned before admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference, and priority rating, rent and unit size required.

XII. SUMMARY OF VERIFICATION DATA

Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If during the verification process it becomes evident that, for one or more reasons, the family is ineligible, the investigation is to be discontinued and the family notified of their ineligibility and the reasons therefore. In such a case, the family is entitled to an informal hearing (see "Hearing Procedures"). If it is determined that the family has tampered with any verification data, it can be grounds for denial of assistance or eviction.

CHAPTER 4

I. TENANT-SELECTION CRITERIA

- A. Objectives:** It is the policy of this Housing Authority to avoid concentrations of the most economically and socially deprived families and to house families with a broad range of incomes. In order to deconcentrate poverty and achieve the greatest possible income mix within public housing, a deconcentration analysis will be conducted annually to determine and compare the relative tenant incomes of each development, in order to determine whether or not the development average income is within the acceptable range. If it is not, and cannot reasonably be explained, steps will be taken to bring the development into the acceptable range. To achieve such a desirable mix, the agency hereby adopts the following policy:
1. Income targeting up to 80% of median income, after the extremely low-income-targeting requirements.
 2. A preference for working families.
 3. The Housing Authority will implement a marketing strategy to attract more low-income applicants. This may include offering additional incentives or providing additional amenities to attract the desired income group to a particular project.
 4. Flat rents will be set at reasonable market levels.
 5. An open waiting list will be maintained to encourage applicants from all income levels, in an easily accessible manner.
 6. The Housing Authority will attempt to develop scattered-site, acquisition, and mixed-income projects whenever possible.
- B.** The ease of the application process, coupled with rents capped at affordable levels and additional amenities or incentives if necessary, will attract more low-income applicants. Those higher-income applicants will mix with the large number of very low-income applicants already attracted to the agency waiting lists. Units will then be filled from the mixed-income waiting list when they become available, which will create an income mix within projects. Affordable, flat rents should encourage savings and discourage working families from moving prematurely (before they are able to achieve financial independence). This should serve as an example of achievement to those who want to better themselves, and help preserve the desirable income mix.

II. TENANT SELECTION

A. As among eligible applicant families of the size and composition appropriate to available dwelling units in each locality, tenants shall be selected on the basis of priorities as set forth below.

B. Order of Priority:

1. Displacement by government action will receive the highest ranking.
2. Three hundred (300) family slots between the Public Housing and Section 8 Programs will be reserved for families referred by the Tulare County Department of Public Social Services. These will be otherwise eligible families whose participation in job-training programs or whose employment is jeopardized by lack of a stable housing situation.
3. Fifty (50) family slots between the Public Housing and Section 8 Programs will be reserved for families referred by Community Services and Employment Training (CSET). These will be otherwise eligible families whose participation in job-training programs or whose employment is jeopardized by lack of a stable housing situation.
4. One hundred (100) family slots between the Public Housing and Section 8 Programs will be reserved for families referred by the Tulare County Economic Development Department. These slots will be available to otherwise eligible employees of businesses creating a minimum of 25 new jobs in the county.
5. Families with income from wages, or families whose head or spouse are unable to work due to age or disability will be housed before families who have no income from wages.
6. A local preference will be extended to families who are residents of Tulare County. Applicants must provide acceptable documentation to establish that they are residing in Tulare County at the time of their application and when they come up to the top of the waiting list. Acceptable documentation to establish residency in Tulare County include, a current lease, utility bill within the last 30 days, and a wage statement indicating residency in the last 30 days. Applicants who are working in Tulare County, who have been notified that they are hired to work in Tulare County, and full-time students of a Tulare County school, who cannot get a similar education in their own county, shall be considered as residents. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.

7. Veteran's preference, as required by California state law, will be taken into consideration.
 8. In the event of two or more eligible applicants for the same unit size with identical priority status, the date and time sequence of applications shall govern selection, with the applicant who filed the earliest being offered the first available allocation of appropriate size.
 9. Families and single persons, who are Near-Elderly 55 or over, or disabled, handicapped or displaced by Government Action, will be housed prior to single persons who do not qualify for one of those categories.
 10. Elderly and disabled families housed from the waiting list following the commencement of the Moving-to-Work Demonstration Program (MTW) will have the option of occupancy under either the MTW rent policies or the traditional HUD public-housing rent and occupancy policies.
- C. At any time, 75% of Moving-to-Work families must have incomes at 50%, or less, of median (very low-income). If the incomes of the participating population exceed that amount, all new admissions must be very low-income until the participating tenant population is again within the guidelines.
- D. **Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.
- E. **No Discrimination Because of Race, Creed, Color, Sex, Handicap, Familial Status or National Origin:** The foregoing preferences and priorities shall be followed without regard to race, creed, color, sex, familial status or national origin. In the event of two or more eligible applicants for the same unit size with identical preference and priority status, the date and time sequence of applications shall govern selection, with the applicant who filed the earliest being offered the first available vacancy of appropriate size.
- F. If the applicant rejects two offers, other than for a justifiable reason, as stated in sub-paragraphs A and B below, he/she shall be moved to the bottom of the eligible applicant list. Each application, current or inactive, shall contain notations reflecting the date of any offers, location of the unit and applicant's response.

1. If the applicant is willing to accept the unit offered, but is unable to move at the time of the offer and presents clear evidence of his/her inability to move, the applicant shall retain his/her place on the eligible applicant list and be offered the next succeeding vacancy of appropriate size.

- 2.** If an applicant presents to the satisfaction of the local Housing Authority, clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, creed, color, sex, handicap, familial status or national origin, such as inaccessibility to source of employment, children's daycare, and the like, the applicant shall retain his/her place on the eligible applicant list and be offered the next succeeding vacancy of appropriate size.
- G.** Any vacancies will be filled first by existing tenants on a transfer pending list, who are required to move due to emergencies or administrative objectives. If no transfers are necessary, the unit will be offered to the first qualified family on the waiting list.

CHAPTER 5

OCCUPANCY STANDARDS

- A. The age, sex, and relationship of the members of the family will be taken into consideration in assigning unit sizes.

Dwellings are to be assigned so that it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom, except that if necessary, two children of opposite sex six years of age or under may share the same bedroom. At admission, one child under one year of age may be permitted to occupy the parents' bedroom; and if necessary, for continued occupancy, one child under two years of age may be permitted to occupy the parents' bedroom. Living rooms may be used for sleeping purposes if necessary.

A child or adult who is temporarily away from the home is considered a member of the family in determining the family unit size as long as the unit is their permanent address and they will not be away from the unit for longer than 180 days.

Unless a live-in aide lives with the family, a one person family will always be assigned a one bedroom unit.

- B. In order to prevent under-utilization of space and permit efficient and economical use of scarce housing resources, the following standards will determine the number of bedrooms required to accommodate a family of a given size:

| <u>Number of Bedrooms</u> | <u>Number of Persons</u> | |
|---------------------------|--------------------------|----------------|
| | <u>Minimum</u> | <u>Maximum</u> |
| 0 | 1 | 1 |
| 1 | 1 | 2 |
| 2 | 2 | 5 |
| 3 | 3 | 7 |
| 4 | 6 | 9 |
| 5 | 8 | 11 |

- C. Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family should be transferred to the proper size unit as soon as one becomes available.

In no event should waiver action be taken to assign smaller units to families than established in the maximums.

- D.** When it is found that the size of the dwelling is no longer suitable for the family, in accordance with these standards, the family is to be required to move to a dwelling of appropriate size.
- E.** Every family member, regardless of age, is to be counted as a person.
- F.** Verification by a doctor of the need for a live-in attendant could require the need for a larger bedroom size.
- G.** Foster children will be counted as family members for the purpose of determining unit size.

CHAPTER 6

I. SCHEDULE OF RENTS

- A. Tenant Rent:** Tenant rent shall be according to the Housing Authority rent schedule (see Appendix D), as amended annually.
- B. Hardship:** However, the Housing Authority recognizes that substantial, unforeseen hardships may arise, such that families cannot pay their full rent. In such cases, the families may apply to the Housing Authority for relief. Relief may consist of deferral of a portion of the rent. The Housing Authority shall consider such a request, taking into consideration other local resources available to the family. Such requests must be in writing, stating the reason for the hardship, and the expected duration. Consideration will be given for hardship when a family has suffered a catastrophic change, which caused the death, illness or long-term disability of an adult family member, which resulted in the loss of income to the family. These families will be referred to CSET for an assessment of options and links to other community resources for recovery. A contract will be signed with the family stipulating the change to their Moving-to-Work assistance and the steps the family will take to work toward self-sufficiency. The contract will specify the amount by which the family's public housing program rent will be decreased, and for what duration. The amount by which the rent will be changed will be determined by Housing Authority staff on a case-by-case basis. If all possible wage earner(s) for a family become(s) permanently disabled, the family will be changed to a traditional income-based program with no time limit.

In cases where a CSET evaluation is not possible or productive, and where there are still possible wage earners, the hardship request will be presented to a Hardship Committee made up of community citizens who have sufficient knowledge of the MTW program to make informed decisions as to the disposition of rental assistance for such families. Decisions of the Hardship Committee will be final.

This policy is not intended to apply to seasonal-income fluctuations, nor minor or temporary reductions of income.

II. PAYING RENT

- A.** Rent and other charges are due and payable on the first day of the month. All rents should be mailed to the administrative office at P. O. Box 2524, Visalia, CA 93279. Payment for the first month's rent and security deposit must be made by money order or cashier's check made out to the "Housing Authority of Tulare County." Thereafter, payment must be made by personal check, money order or cashier's check made out to the "Housing Authority of Tulare County." Payments, including any late fees or other charges that are incurred, remain the responsibility of the resident. Reasonable accommodations for this requirement will be made for persons with disabilities in accordance with the Housing Authority's accommodation policy and procedures.
- B.** A late charge of \$15 will be assessed to all tenants whose rent is not received in person, or postmarked by the fifth working day of the month. The only exceptions to this charge will be made for tenants who have submitted a written request for a temporary rent extension, which has been approved by the Executive Director or the Executive Director's designee. If the rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge.

III. ADDITIONAL CHARGES

- A.** Each tenant is required to pay a security deposit in an amount determined by the Housing Authority (see Appendix B). Such payments must be made prior to occupancy, unless other arrangements are made with management. The security deposit will be returned to the tenant within 21 days after move-out if the following conditions are met:
1. There is not unpaid rent or other charges for which the tenant is liable.
 2. The unit and all equipment are left reasonably clean and the tenant has removed all trash and debris.
 3. There is no breakage or damage beyond that expected from normal use.
 4. All keys issued to the tenant are turned into the management office when the tenant vacates the unit.
- Charges during occupancy may not be deducted from the security deposit, which is to be used solely to cover charges owed after move-out.
- B.** A key charge of \$5 will be assessed for each key requested by the tenant, after the initial move-in and at the move-out, for each key that is not returned.

- C. A public-housing tenant will be required to enter into a repayment agreement with HATC if the family either:
1. Currently owes rent or other amounts to HATC or another housing authority in connection with Section 8 or public housing assistance under the 1937 Act; or
 2. Has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease.
 3. 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 PHA, 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:

5. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
6. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
7. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

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

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:

- 1. In a lump sum payment; or
- 2. Monthly installment; or
- 3. A combination of 1 and 2, above

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.

The length of the repayment agreement is determined by the amount of debt owed as follows:

| Amount Owed | Repayment Term |
|-------------------|----------------|
| ≤ \$450 | 6 months |
| \$451 - \$900 | 1 year |
| \$901 - \$2,000 | 2 years |
| \$2,001 - \$5,000 | 3 years |

- 1. The agreement shall require the tenant to make an initial minimum payment of ten percent of the total amount owed.
- 2. All moneys owed to HATC must be paid by the final due date on the repayment agreement. Failure to comply with the repayment agreement terms may subject the tenant to eviction, and HATC will seek repayment in another manner.
- 3. The Executive Director must approve any exceptions to these guidelines.

CHAPTER 7

LEASING

Prior to admission, a lease shall be signed and dated by all family members 18 years of age, or older, and by the Housing Authority. The head of the household is the person who assumes legal and moral responsibility for the household.

- A.** The lease is to be current at all times and must be compatible with Housing Authority policies, as well as state and federal law.
- B.** A copy of the lease is to be given to the lessee, who will sign an acknowledgement of receipt, and the original is to be filed in the tenant file.
- C.** If, through any cause, the signers of the dwelling lease ceases to be members of the tenant family, the lease is to be canceled and a new dwelling lease executed and signed by a responsible remaining member of the family, provided the family is eligible for continued occupancy.
- D.** If the tenant family transfers to a different low-rent unit, a new lease will be signed.
- E.** The lease will be amended for all rent adjustments. This procedure provides formal acknowledgement of the rent change. Documentation will be included in the tenant file to support proper notification of rent changes.
- F.** If, at any time during the life of the dwelling lease, any other change in the tenant's status results in the need to change or amend any provisions of the lease; or if this Housing Authority desires to waive any provisions with respect to the tenant, an amendment to the lease will be prepared.
- G.** All copies of lease amendments are to be dated and signed by all adult family members and the authorized Housing Authority staff member.

CHAPTER 8

RE-EXAMINATION OF TENANT ELIGIBILITY

The Housing Authority will annually re-examine the status of each tenant family, relating to eligibility for continued occupancy, the rent charged and the size of the unit required. HATC will send families a letter informing them of their appointment for their annual reexamination and their annual unit inspection. Failure to keep such appointments without rescheduling would be grounds for eviction.

- A.** When an annual reexamination is required, the Housing Authority will require a written application for continued occupancy from each family, signed by the head of the family or the spouse, which will set forth in adequate detail all data and information necessary to enable the Housing Authority to determine: (1) whether or not the family meets the requirements of eligibility for continued occupancy; (2) whether the family is over-income; and (3) the size of the unit required. All income information will be re-verified at this time.
- B.** All family member 18 years of age or older will be required to perform eight hours of community service per month, per HUD regulations, unless exempt or participating in a self-sufficiency program. All families will be reviewed for compliance with the community-service requirements during their annual renewal process. Those families, who are not in compliance for a year, will have to sign an agreement to cure the non-compliance by completing the additional hours of service needed to make up the total number of hours required over the next twelve months. If they are still non-compliant at the next annual reexamination, they will be placed under eviction.
- C.** Families who were receiving rental assistance as of June 19, 1995, will have to certify citizenship or verify eligible alien status at their first reexamination after that date.
- D.** Tenants, who at the time of application for continued occupancy, are deemed ineligible by failure to meet the continued occupancy requirements, shall be notified in writing of such ineligibility and the reason therefore, and be advised of their right to request a hearing.
- E.** If, upon reexamination, it is found that the size or composition of a family or household has changed so that the apartment occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations, as described in the occupancy standards, management shall give notice of at least 30 days to the tenant that the tenant will be required to move to another unit.

- F.** Any tenant who has a change in family composition must notify the Housing Authority. Any adults wishing to move into the unit will be subject to the normal Housing Authority screening and selection criteria. The HATC has the right to deny the addition of another adult. Moving in any family member who is not an eligible alien or citizen will result in an additional \$25 rent charge for each illegal member being added to the lease. Changes in family composition will require a lease addendum signed by the family and the Housing Authority.
- G.** Loss of a family member through death, divorce or other circumstances, or addition of a family member through marriage, birth or other circumstances, must be reported by the family and is subject to formal verification by HATC. The family's eligibility will not be reexamined. Failure to report such changes in circumstances within ten days of the change will result in a retroactive increase of the family's portion of the rent. This time period may be extended in exceptional circumstances.
- H.** The addition of family members through birth, adoption or court-awarded custody of a child will be reviewed and approved by HATC. Participants must inform HATC within ten days of any such addition, or they will be in violation of the family obligations. HATC will allow the addition of a family member through marriage, provided the new spouse meets program eligibility requirements. In the case of same-sex relationships or other relationships, HATC will allow the addition of a significant other if a committed relationship can be demonstrated and the person meets program-eligibility requirements. In either instance, participants must also inform HATC within ten days of any such addition. Failure to do so could be grounds for eviction.
- I.** HATC approval is required to add any other persons (including family members, boyfriends/girlfriends of the head-of-household and foster children) as occupants of the unit.
- J.** Family additions are at HATC's discretion.
- K.** HATC will not add a foster child(ren) or foster adult(s) for anticipated placements unless the governing agency identifies the foster child(ren) or foster adult(s) by name and advises a placement date within 60 days.

The participant must supply HATC with documentation sufficient to prove the above.

- L.** If the only remaining members of the household are all minors (due to a parent's death or incarceration for example), another adult who has guardianship of the minors (such as a parent who was not part of the household, aunt, uncle, or a grandparent), may take over the assistance on behalf of the minor children at the discretion of HATC, following normal screening procedures and income verification.

Failure to report within ten days the occurrence of the last two changes set forth above may be grounds for eviction.

- M.** The family will be notified of any change to be made in the size of dwelling occupied, together with instructions for transferring and executing a new lease or amendment.
- N.** If the family composition for a qualifying “elderly” or “disabled” family, housed after May 1, 1999, which is on a traditional income based assistance program with no time limit changes such that it would no longer qualify as either “elderly” or “disabled”, the family would be required to change over to the Moving to Work Demonstration Program with a fixed subsidy amount and a five year time limit. The time limit would begin following the processing of the family composition change.
- O. MTW Status Notification:**

Every year families participating in the MTW Demonstration Program shall be notified, and will be required to sign a statement showing the number of year they may continue to receive rental assistance. This notice shall also contain information about where families may receive services which they need in order to become self-sufficient. A copy will be given to the family and a copy will remain in the tenant file.
- P.** If after verification of income at the annual re-examination the family’s income exceeds 120% of median, the family will be given a six-month notice to vacate.

CHAPTER 9

TRANSFER OF TENANTS

Transfer of a family from one public-housing unit to another operated by this Housing Authority, when such family is eligible for continued occupancy in the dwelling to which it is transferred, shall not be subject to the preferences or other selection criteria.

A. Objectives of the Transfer Policy

The objectives of the transfer policy include the following:

1. To address emergency situations.
2. To fully utilize available housing resources while avoiding overcrowding and over-housing by insuring that each family occupies the appropriate size unit.
3. To facilitate relocation when required for modernization or other management purposes.
4. To facilitate relocation of families with inadequate housing accommodations.
5. To eliminate vacancy loss and other expense due to unnecessary transfers.

B. Categories of Transfers

1. **Category A – Emergency Transfers.** These transfers are necessary when conditions pose an immediate threat to the life, health or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law-enforcement matter particular to the neighborhood.
2. **Category B – Immediate Administrative Transfers.** These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed, or as a reasonable accommodation for persons with a disability.
3. **Category C – Regular Administrative Transfers.** These transfers are made to offer incentives to families willing to help meet certain HATC occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by HATC when a transfer is the only or best way of solving a serious

problem.

C. Documentation

When the transfer is due to the request of the family for a reasonable accommodation, the family will be required to provide third-party verification of the need for the transfer.

D. Processing Transfers

1. Transfers on the waiting list will be sorted by the above categories and within each category by date and time.
2. Transfers in categories 1 and 2 will be housed ahead of any other families.
3. Transfers in category 3 will be housed as appropriate considering the frequency of unit turnover and cost.
4. Prior to the transfer, families will be required to re-verify income if verifications in file are over 90 days old. Upon offer and acceptance of a unit, the family will execute all lease-up documents. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit, as well as the new unit, for any period of time they have possession of both. The prorated rent and other charges (any additional security deposit owing) must be paid at the time of lease execution.

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

1. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
1. If the transfer is being made at the request of HATC the following policies will apply:
 - a. If the family rejects two offers without good cause, HATC will take action to terminate their tenancy.
 - b. If the reason for the transfer is that the current unit is too small to meet HATC's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room plus one.

3. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.
4. The cost of transfers will be borne by the family.

F. Tenants in Good Standing

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

G. Transfer Requests

1. In considering requests for transfers, HATC will review the request in a timely manner and the reasons for the request. Verifications may be required.
2. HATC will grant or deny the transfer request in writing within ten business days of receiving the request.
3. If the transfer is approved, the family's name will be added to the transfer waiting list.
4. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

H. Right of HATC 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 tenant to transfer or refuse to transfer.

CHAPTER 10

INSPECTIONS

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

B. Move-in Inspections

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

C. Annual Inspections

HATC will inspect each public housing unit annually to ensure that each unit meets HATC's housing standards. Work orders will be submitted and completed to correct any deficiencies that are the responsibility of HATC or require maintenance repairs.

D. Preventative Maintenance Inspections

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

E. Special Inspections

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

F. Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, HATC will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. More frequent inspections may be scheduled if the family does not demonstrate good housekeeping habits.

G. Notice of Inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections HATC will give the tenant reasonable (not less than 48 hours) written notice.

H. Emergency Inspections

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

I. Pre-Move-Out Inspections

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

J. Move-out Inspections

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

CHAPTER 11

COMMUNITY SERVICE

- A.** The Housing Authority staff will review all tenant files to determine whether any family member is subject to the community requirements. Any adult family member who is not elderly, disabled, the primary caretaker of a disabled individual, employed, in a job-training program, a full-time student, or in a self-sufficiency activity, which can include alcohol or drug rehabilitation, will be subject to such requirements. If it is determined that a family member (or members) are not exempt, and are required to perform community service, they must work at least eight hours per month for a church, school, hospital, non-profit or social service agency, or maintaining property around Housing Authority units. Political activities are not eligible.
- B.** At the family's annual reexamination, those families subject to these requirements will have to have the agency or agencies for which they provided service provide verification of their service record, other than Housing Authority yard care.
- C.** If a family member cannot, or will not, provide the necessary verification, the family will be required to sign an agreement to cure the non-compliance by completing the additional hours of community service to make up the total number of hours required over the next twelve months
- D.** Families who refuse to sign such an agreement, or with non-compliant members after the additional 12-month "catch-up" period, will be served an eviction notice.
- E.** The Housing Authority staff will maintain records of those individuals required to perform community service and their compliance

CHAPTER 12

LEASE TERMINATIONS

- A.** The tenant may terminate the lease by providing the Housing Authority with 15 days written notice, as defined in the lease agreement. If the tenant vacates prior to the end of the fifteen (15) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.
- B.** After a family moves out, HATC will return the security deposit within twenty-one (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.

HATC will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first-class postage paid within twenty-one (21) days.

- C.** Families whose incomes, as verified at their annual reexamination, exceed 120% of median will be served a six-month notice to vacate.
- D.** Families who have been in occupancy for a total of five years under the MTW occupancy guidelines will be given a six-month notice to vacate. Such families may reapply for admission after they have vacated their unit.
- E.** HATC will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:
 - 1.** Nonpayment of rent or other charges;
 - 2.** A history of late rental payments;
 - 3.** Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent, or tampering with required verification data;
 - 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 (other than for housing authority approved resident businesses);

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 criminal activity on the property or drug-related criminal activity on or off the premises. This includes, but is not limited to, the manufacture of methamphetamine on the premises of HATC;
 11. Non-compliance with non-citizen rule requirements;
 12. Being on the lease of another subsidized unit;
 13. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of HATC; and
 14. Other good cause.
- F.** A family who has had termination of assistance deferred for the maximum three-year period because family members are not citizens or eligible aliens, and either refuses a prorated rent or is ineligible for a prorated, rent, will be served a 30-day termination notice.
- G.** If the Housing Authority terminates the lease, written notice will be given as follows:
1. At least 14 days prior to termination in the case of failure to pay rent.
 2. Three days prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants, or Housing Authority employees, or the safety of the premises.
 3. At least 30 days prior to termination in all other cases.
- H.** Notice of termination to tenant shall state reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish, and of his/her right to request a hearing in accordance with the Housing Authority's grievance procedure.

- I. Grievances or appeals concerning the obligations of the tenant or the Housing Authority under the provisions of the lease shall be processed and resolved in accordance with the grievance procedure of the Housing Authority, which is in effect at the time such grievance or appeal arises, which procedure is posted in the area management office and incorporated herein. The Housing Authority is not required to provide for a grievance hearing when the tenant owes any outstanding rent or other charges to the Housing Authority, unless the grievance concerns the amount of such rent or charges and such amount is placed in escrow as required by the grievance procedure of the Housing Authority.

CHAPTER 13

HOUSING AUTHORITY OF THE COUNTY OF TULARE GRIEVANCE PROCEDURE

I. APPLICABILITY

In accordance with applicable federal law, this procedure shall be applicable to all individual grievances, as defined in Section II below, between residents and the Housing Authority of the County of Tulare (“HATC”), with the following exceptions:

- A. This procedure is not applicable to disputes between or among residents, or to class grievances involving groups of residents. This procedure is not a forum for initiating or negotiating policy changes.
- B. The United States Department of Housing and Urban Development (“HUD”) has issued a ruling that the law of California requires that a person be given a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. Therefore, it has been determined, as permitted by federal law, that the Grievance Procedure shall not be applicable to any eviction or termination of tenancy that involves:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of HATC; or
 - 2. Any drug-related criminal activity on or near such premises.

II. DEFINITIONS

The following definitions of terms shall be applicable to this Grievance Procedure:

- A. **Grievance:** Any dispute which a resident may have with respect to HATC action, or failure to act, in accordance with the individual resident’s lease or HATC regulations, which adversely affects the individual resident’s rights, duties, welfare or status.
- B. **Complainant:** Any resident whose grievance is presented to HATC at the project management office in accordance with the requirements set forth in this procedure.
- C. **Hearing Officer:** A person selected in accordance with this procedure to hear grievances and render a decision on the grievance.
- D. **Resident:** The adult person or persons who live in the unit and who signed the lease with HATC, or if no such person lives in the unit, the remaining head of the household of any tenant family living in the dwelling unit.

- E. **Business Days:** Monday through Friday of each week, 8:00 A.M. to 5:00 P.M., except for legal holidays recognized by the state or federal governments.

III. INFORMAL SETTLEMENT

- A. **Presentation of Grievance:** Any grievance must be personally presented orally to the project manager, or in writing to HATC's central office, or to the office of the project in which the complainant lives, so that the grievance may be discussed informally and settled without a hearing.

The grievance must be presented within five business days after the occurrence of the event giving rise to the grievance. The grievance may be simply stated, but must be identified as a request for a grievance hearing, and must specify the grounds for the grievance and the action or relief sought.

- B. **Informal Settlement Conference:** If the grievance does not fall within the exclusions to this procedure, then the project manager, or other HATC representative, will (within five (5) business days after the presentation of the grievance) informally discuss the grievance with the complainant or his/her representative, in an attempt to settle the grievance without the necessity of a formal hearing.

If the informal conference cannot take place at the time the grievance is initially presented, then the complainant will be promptly notified in writing of the time and place of the informal conference.

- C. **Written Summary:** Within five (5) business days after the informal conference, a written summary of the discussion shall be prepared and a copy given to the complainant.

The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. The written summary shall also specify the procedures by which a formal hearing may be obtained if the complainant is not satisfied with the proposed disposition of the grievance. A copy of this summary shall be placed in the resident's file.

IV. PROCEDURE TO OBTAIN A FORMAL GRIEVANCE HEARING

If the complainant is not satisfied with the proposed disposition of the grievance following the informal settlement conference, in order to obtain a formal grievance hearing, the complainant must, within five (5) days of delivery to complainant of the written summary of the informal conference, submit a written request for a hearing to HATC's central office, or the project office for the area in which the complainant resides.

The written request shall specify the reasons for the grievance, the action or relief sought, and the name and address of the complainant.

If the complainant fails to submit a timely written request as above described, the proposed decision given after the informal conference becomes final and HATC is not then later required to offer the complainant a formal hearing; provided, however, that such failure does not constitute a waiver of a right to contest the action in a court of law.

If the complaint involves a dispute regarding the proper amount of rent which HATC claims is due, the complainant shall pay to HATC an amount equal to the amount of rent due and payable as of the first of the month before the month in which the act, or failure to act, took place. The complainant shall continue to timely pay the same amount each month until the complaint is resolved.

These requirements may be waived by HATC in extenuating circumstances. If not waived, the failure to make such payment shall result in a termination of the Grievance Procedure.

Presentation of a grievance, pursuant to the informal procedure described in Article III above, is a condition precedent to obtaining a hearing under the formal procedure. However, if a complainant shows good cause why he/she failed to follow the requirements of the informal procedure, the hearing officer may, but is not required to, waive this requirement.

V. HEARING OFFICER

The grievance hearing shall be conducted by an impartial person appointed by HATC, other than a person who made or approved HATC's action under review, or a subordinate of such person.

The appointment of persons who shall serve as hearing officers shall be governed by the following procedures:

- A.** HATC shall nominate a slate of persons to serve as permanent hearing officers. These persons may include, but will not necessarily be limited to, HATC staff members, commissioners, residents or other responsible persons in the community.
- B.** HATC shall appoint the hearing officers.
- C.** HATC may remove persons from the approved list of hearing officers if the person is repeatedly unavailable, demonstrates partiality in the hearings or for other good cause.

- D. Appointments to serve as hearing officer with respect to a particular case shall be made by HATC, taking care that such person neither made nor approved the action in question, and the action was not performed nor approved by a person under whom the hearing officer works or serves as a subordinate.

VI. THE HEARING

- A. **Notice:** Upon complainant's compliance with the prerequisites to a hearing, as set forth above, a hearing shall be scheduled by the hearing officer within ten (10) business days of filing the formal grievance request.

A written notice of the time, place and procedures governing the hearing shall be delivered to the complainant and the Executive Director of HATC.

- B. **Fair Hearing:** The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine, before the hearing, any HATC documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at complainant's expense. If HATC refuses to make the document available for examination upon request by the complainant, HATC may not rely on such document at the grievance hearing.
2. The right to be represented by counsel, or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.
3. The right to a private hearing, unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of complainant's grievance; to dispute evidence relied upon by HATC; and to confront and cross-examine all witnesses upon whose testimony or information HATC relies.
5. A decision based solely and exclusively upon the facts presented at the hearing.

- C. **Failure to Appear:** If complainant or HATC fails to appear at the scheduled hearing, the hearing officer may postpone the hearing for not to exceed five (5) business days, or may determine that the party failing to appear has waived the right to a hearing.

The failure to attend a hearing does not constitute a waiver of any right the complainant may have to contest HATC's disposition of the grievance in a judicial proceeding.

- D. **Proof:** At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and then HATC must sustain the burden of justifying HATC's action or failure to act against which the complaint is directed.

- E. **Informality of Hearing:** The hearing shall be conducted informally by the hearing officer, and relevant evidence may be received without regard to the rules of evidence applicable to judicial proceedings.

The hearing officer shall require all parties and their representatives and spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the hearing, or in a decision adverse to the interests of the disorderly party, as appropriate.

- F. **Transcript:** The complainant or HATC may arrange, at its expense, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

- G. **Interpreters:** If complainant is not fluent in the English language, complainant may arrange for, and bring, an interpreter or translator to the hearing.

- H. **Handicap Accommodations:** HATC will provide accommodations for persons with handicap or disabilities to participate in grievance hearings, including qualified sign language interpreters, readers, accessible locations or attendants.

VII. DECISION

At, or subsequent to, the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance, and the following provisions shall govern:

- A. **Written Decision:** The hearing officer shall prepare a written decision, together with the reasons for the decision, within ten (10) business days after the completion of the hearing.

1. A copy of the decision shall be sent to the complainant and HATC. HATC shall retain a copy of the decision in the complainant's tenant file.

2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by HATC and made available for inspection by any prospective complainant, his/her representative, or the hearing officer.

B. Binding Effect: The written decision of the hearing officer shall be binding upon HACT, which shall take all actions, or refrain from any actions, necessary to carry out the decision, unless HATC's Board of Commissioners determines, within ten (10) business days after the next regularly scheduled Commissioners' meeting, and properly notifies the complainant of its determination, that:

1. The grievance does not concern HATC action, nor failure to act, in accordance with, or involving, the complainant's lease or HATC's regulations, which adversely affect the complainant's rights, duties, welfare or status, or
2. The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and HATC.

C. Continuing Right of Complainant to Judicial Proceedings: A decision by the hearing officer or the Board of Commissioners in favor of HATC, or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

VIII. NOTICES

All notices under this Grievance Procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant or an adult member of the complainant's household, (2) upon the date received for, or refused by, the addressee, in the case of certified or registered U. S. mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U. S. Postal Service, if mailed by first-class mail other than certified or registered mail.

If a resident is visually impaired, any notice hereunder delivered to such resident shall be in an accessible format.

IX. MODIFICATION

This Grievance Procedure may not be amended nor modified, except by approval of a majority of the Board of Commissioners of HATC, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least 30 days' advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by HATC before final adoption of any amendments hereto.

X. MISCELLANEOUS

- A. Concurrent Notice:** If a resident has filed a request for grievance hearing hereunder in a case involving HATC's notice of termination of tenancy, the complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under federal law run concurrently. Therefore, if the hearing officer upholds HATC's action to terminate the tenancy, HATC may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer to complainant; provided, however, that trial of the state court eviction action may not be held until a decision in favor of HATC is delivered by the hearing officer.
- B. Costs and Expenses:** HATC shall provide space, secretarial expenses and administrative expenses (not including hearing transcripts) as are necessary to accomplish the purposes of this procedure.

CHAPTER 14

I. EQUAL OPPORTUNITY, FAIR HOUSING AND REASONABLE ACCOMMODATION

A. Fair Housing

1. HATC shall affirmatively further fair housing in the administration of the Public Housing Program. It is the policy of HATC 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.
2. No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HATC's programs.
3. HATC will provide federal/state/local information to applicants for and participants in the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.

B. Required Postings

In each of its offices, HATC will post, in a conspicuous place, the following information:

1. Fair-housing poster
2. Grievance Procedure
3. The availability to review copies of the following:
 - a. Income Limits for Admission;
 - b. Current Schedule of Routine Maintenance Charges;
 - a. Statement of Policies and Procedures Governing Admission and Continued Occupancy.

II. REASONABLE ACCOMMODATION

- A.** Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of HATC housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines HATC will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, HATC will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

- B.** In accord with Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1992, and the Fair Housing Act, as amended; no otherwise qualified individual with disabilities shall, solely by reason of disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of HATC's. HATC will take appropriate measures to ensure that an individual with disabilities shall have equal access to available services, programs.

- C.** The Housing Authority will make the Public Housing Program accessible to disabled applicants and tenants, in any way it is financially feasible to do so, and does not fundamentally alter the program or conflict with Program regulations.

- D.** Specifically, if necessary to accommodate a verified disability, the Housing Authority will:
 - 1.** Reinstate, if requested, an application the waiting list, if they have been purged, back to their original date and time.

 - 2.** Modify a public-housing unit.

- E.** Any applicant or participant with one or more disabled household members may request a reasonable accommodation to any of HATC rules, policies, practices or services in order to take full advantage of the programs and services offered by the Agency. Upon receipt of the initial request, HATC may require verification of the need for such accommodation. No action will be taken on the request until the verification is returned.

F. Questions to Ask in Granting the Accommodation

1. Is the requestor a person with disabilities?

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

2. Is the requested accommodation related to the disability?

If it is apparent that the request is related to the apparent or documented disability, the answer to this question is “yes.” If it is not apparent, HATC will obtain documentation that the requested accommodation is needed due to the disability. HATC will not inquire as to the nature of the disability.

3. Is the requested accommodation reasonable?

In order to be determined reasonable, the accommodation must meet two criteria:

a. Would the accommodation constitute a fundamental alteration?

HATC's business is housing. If the request would alter the fundamental business that HATC conducts, that would not be reasonable. For instance, HATC would deny a request to have HATC do grocery shopping for a person with disabilities.

b. Would the requested accommodation create an undue financial hardship or administrative burden?

Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, HATC may request a meeting with the individual to investigate and consider equally effective alternatives.

G. After the need is verified if necessary, all requests for reasonable accommodation must be in writing and forwarded to the Deputy Executive Director or the Executive Director for a decision. After a decision is made, the clerk and the family will be notified of the decision. A record of all requests and their outcome will be kept on an accommodations log in the Administrative Office.

CHAPTER 15

I. PRIVACY RIGHTS

- A. Each adult in an applicant or participant household is required to sign HUD's Form 9886, Authorization for Release of Information and Privacy Act Notice. This Form incorporates the Federal Privacy Act Statement and describes the conditions under which family information will be released.
- B. The family will be required to sign specific authorization forms when information is needed that is not covered by HUD's Form 9886.
- C. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.
- D. The family may have their assistance denied or terminated if they do not supply any information required by HATC or HUD.
- E. HATC will maintain verification of any police, criminal, or medical records in a separate file system. Police and criminal records will be destroyed once the time limits for any appeals have expired.
- F. HATC will comply, on a case-by-case basis, with information requests from federal, state or local law-enforcement officers following verification of their status in law enforcement.

II. PUBLIC RECORDS POLICY

Applicants or tenants will not be charged for copies of any documents which they have signed. However, if an applicant, participant or their authorized representative needs copies of any information held by HATC, the charge for all copies made will be ten cents per page.

APPENDIX A

04/01/2021

INCOME LIMITS

| | | | | | | | |
|-----------------|-----------------|-----------------|------------------|------------------|-----------------|-----------------|-----------------|
| <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
| 39,050 | 44,600 | 50,200 | 55,750 | 60,250 | 64,700 | 69,150 | 73,600 |
| | | <u>9</u> | <u>10</u> | <u>11</u> | | | |
| | | 78,050 | 82,550 | 87,000 | | | |

80% of Median

| | | | | | | | |
|-----------------|-----------------|-----------------|------------------|------------------|-----------------|-----------------|-----------------|
| <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> |
| 24,400 | 27,900 | 31,400 | 34,850 | 37,650 | 40,450 | 43,250 | 46,050 |
| | | <u>9</u> | <u>10</u> | <u>11</u> | | | |
| | | 48,800 | 51,600 | 54,400 | | | |

50% of Median

Income limits for larger families will be calculated as needed.

APPENDIX B
Security Deposit

The security deposit for all tenants is one month's tenant rent.

APPENDIX C

HOUSING AUTHORITY OF THE COUNTY OF TULARE PUBLIC HOUSING FAMILY RULES FOR PETS

The following rules are established to govern the keeping of pets in public housing properties owned or operated by the Housing Authority of the County of Tulare. Guide dogs for the blind, or other animals specifically utilized in assisting the handicapped, are excluded from these rules. Management may designate areas as pet-free in the individual complexes. These areas may include, but shall not be limited to, stairways, elevators, floors of buildings, etc. Dogs are not allowed in the following complexes: CAL 30-16, CAL 30-17, units on Pinkham in Visalia, units on Orange Circle in Tulare, and units in the 700 block of "P" Street in Tulare.

All pets must be registered with the Housing Authority, and tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time, subject to the Housing Authority Grievance Procedure, if the animal becomes destructive, a nuisance to others, or if the tenant and/or owner fail to comply with the following:

1. A maximum number of two (2) pets are allowed, but only one (1) dog.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs' and cats' weight must be under twenty-five (25) pounds.
3. Dogs and cats (where required) are to be licensed yearly with the proper authorities, and tenants must show proof. No vicious or intimidating animals are to be kept.
4. All cats and dogs are to be neutered or spayed.
5. No pet may be kept in violation of humane or health laws.
6. Dogs shall remain in the tenant's unit or within tenant's fenced property, unless they are on a leash. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenant's premises, and cleaned periodically. Tenant is not allowed to let waste accumulate.
8. Tenants are responsible for promptly cleaning up pet droppings, if any, inside and outside the unit, and properly disposing of said droppings.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit, and to maintain unit in a sanitary condition.

10. Tenant shall not permit disturbance by their pet, which would interfere with the quiet enjoyment of other tenants, whether by loud barking, howling, biting, scratching, chirping or other such activities.
11. If pets are left unattended for twenty-four (24) hours, or more, the Housing Authority may enter the unit to remove the pet and transfer it to the proper authorities, subject to the provisions of Section 1954 of the California Civil Code. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Any animal running loose will be turned over to the animal control officer.
14. Tenants are responsible for all damages caused by their pet(s).
15. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of the Housing Authority.
16. Tenant shall pay a pet fee of \$5.00 per pet per month for dogs and cats.
17. Pets are to be kept flea, tick and lice-free at all times. Tenants will be responsible for flea and tick eradication in the event of infestation.
18. Dogs are to be housebroken and at least six months old before they are allowed in the tenant's unit.
19. Tenants who violate these rules are subject to the following:
 - A. Being required to get rid of their pet(s) within thirty (30) days of notice by the Housing Authority; and/or
 - B. Eviction.

I have read and understand the above regulations regarding pets and agree to conform to same.

 Tenant's Signature

 Date

 Tenant's Signature

 Date

**HOUSING AUTHORITY OF THE COUNTY OF TULARE
ELDERLY AND DISABLED
RULES FOR PETS**

The following rules are established to govern the keeping of pets in public housing properties owned or operated by the Housing Authority of the County of Tulare. Guide dogs for the blind, or other animals specifically utilized in assisting the handicapped, are excluded from these rules. Management may designate areas as pet-free in the individual complexes. These areas may include, but shall not be limited to, stairways, elevators, floors of buildings, etc.

Tenants permitted pets are those sixty (60) years of age, or older.

All pets must be registered with the Housing Authority, and tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time, subject to the Housing Authority Grievance Procedure, if the animal becomes destructive, a nuisance to others, or if the tenant and/or owner fail to comply with the following:

1. A maximum number of two (2) pets are allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs must weigh less than twenty-five (25) pounds.
3. Dogs and cats (where required) are to be licensed yearly with the proper authorities, and tenants must show proof. No vicious or intimidating animals are to be kept.
4. All cats and dogs are to be neutered or spayed by the age of six months.
5. No pet may be kept in violation of humane or health laws.
6. Dogs shall remain within the tenant's unit or the tenant's fenced property, unless they are on a leash. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenant's premises, and cleaned periodically. Tenant is not allowed to let waste accumulate.
8. Tenants are responsible for promptly cleaning up pet droppings, if any, inside and outside the unit, and properly disposing of said droppings.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit, and to maintain unit in a sanitary condition.
10. Tenant shall not permit disturbance by their pet, which would interfere with the quiet enjoyment of other tenants, whether by loud barking, howling, biting, scratching, chirping or other such activities.

11. If pets are left unattended for twenty-four (24) hours, or more, the Housing Authority may enter the unit to remove the pet and transfer it to the proper authorities, subject to the provisions of Section 1954 of the California Civil Code. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Any animal running loose on the project will be turned over to the animal control officer.
14. Tenants are responsible for all damages caused by their pet(s).
15. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of the Housing Authority.
16. Tenant shall pay a deposit for each pet as follows:

| | | |
|----|--------------|----------|
| A. | Dog | \$100.00 |
| B. | Cat | \$100.00 |
| C. | Fish or Bird | -0- |

The tenant shall pay this deposit in advance, or upon the acceptance of said pet(s). This deposit is refundable if no damage is done, as verified by the Housing Authority, after tenant disposes of the pet(s), or moves.

17. Pets are to be kept flea, tick and lice-free at all times. Tenants will be responsible for flea and tick eradication in the event of infestation.
18. Tenants who violate these rules are subject to the following:
 - A. Being required to get rid of their pet(s) within thirty (30) days of notice by the Housing Authority; and/or
 - B. Eviction

I have read and understand the above regulations regarding pets and agree to conform to same.

Tenant's Signature

Date

Tenant's Signature

Date

APPENDIX D

Rent Schedule

| | |
|---------------|-------|
| One-Bedroom | \$385 |
| Two-Bedroom | \$495 |
| Three-Bedroom | \$605 |
| Four-Bedroom | \$633 |
| Five-Bedroom | \$660 |