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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Greensboro Housing Authority, Greensboro, North Carolina**

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January 1, 2021

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## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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This Admissions and Continued Occupancy Policy defines the Greensboro Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

### 1.0 FAIR HOUSING

#### 1.1 *APPLICABLE STATUTES*

It is the policy of the Greensboro Housing Authority 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. The Greensboro Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, marital status, gender identity, or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Greensboro Housing Authority's programs.

No inquiries shall be made about a person's sexual orientation or gender identity. However, the Greensboro Housing Authority may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. To further its commitment to full compliance with applicable Civil Rights laws, the Greensboro Housing Authority will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Greensboro Housing Authority office.

The Greensboro Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Greensboro Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity. The Greensboro Housing Authority will keep records of all complaints, investigations, notices and corrective actions for five years.

## 2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Greensboro Housing Authority 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. The Reasonable Accommodation procedure clarifies how people can request accommodations and the guidelines the Greensboro Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Greensboro Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### 2.1 VERIFICATION OF ACCOMMODATION REQUEST

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

- A. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.
- B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.
- C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

### 2.2 COMMUNICATION

All residents or their caretakers will be provided the Request for Reasonable Accommodation Form when requested. A resident may submit the request in writing, orally, or may use another equally effective means of communication to request the accommodation. All decisions granting

or denying requests for reasonable accommodations will be in writing and provided to the family within 30 days after the date upon which the request is submitted, or if applicable within 30 days after the date upon which any additional information or verification reasonably necessary for GHA's decision is provided. The notice will inform the family of the right to appeal the housing authority's decision.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING RESIDENTS**

#### **3.1 NEEDS ASSESSMENT**

The Greensboro Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using four factors. The GHA shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to GHA and costs.

### **4.0 FAMILY OUTREACH**

#### **4.1 NOTIFICATION TO THE PUBLIC**

The Greensboro Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low income, and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The Greensboro Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of the low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

## **5.0 RIGHT TO PRIVACY**

### **5.1 FEDERAL PRIVACY ACT STATEMENT**

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

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

## **6.0 REQUIRED POSTINGS**

### **6.1 ACCESSIBLE DOCUMENTS**

In each of its offices, the Greensboro Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the communities by name, address, number of units, units designed with special accommodations, address of all community offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges

- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Greensboro Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

### **7.1 *APPLYING TO DIFFERENT LOCATIONS***

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Completed applications will be accepted for all applicants and GHA will verify the information. Applications shall be completed electronically, available on GHA's website [www.gha-nc.org](http://www.gha-nc.org). Notice will be placed in GHA offices and advertisements placed in a newspaper of general circulation. GHA will follow its Reasonable Accommodation policy to address accommodations requests from elderly and disabled applicants.

Applications to reside in Parkview Apartments, Windhill Apartments, The Villas at Willow Oaks, Willow Oaks Townhomes, Windhill Court Apartments, and the Havens will be distributed, received and considered from each respective management office.

Applications are taken to compile a waiting list. Due to the demand for housing in the Greensboro Housing Authority jurisdiction, the Greensboro Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Applicants will be required to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that GHA may contact and the reason(s) the individual or organization may be contacted. The applicants must sign and date the form. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Authority the reason each person or organization may be contacted. GHA will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason GHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they “choose not to provide the contact information” and sign and date the form.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Greensboro Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (336) 271-3319.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family’s placement on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. GHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 90 calendar days old) in order to determine the family’s final eligibility for admission into the Public Housing Program.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

## **8.0 ELIGIBILITY FOR ADMISSIONS**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: (1) qualifies as a family, (2) has an income within the income limits, (3) meets citizenship/eligible immigrant criteria, (4) provides documentation of Social Security numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Greensboro Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

Applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her Social Security Administration assigned SSN.



The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Greensboro Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. An adult must sign for minor children. The Greensboro Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

- A. Family Status –all families must have a Head of Household or Co-Head of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship and share resources.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members.
    - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  2. An **elderly family**, which is:
    - a. A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age;

- b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head (including co-head) and spouse, or sole member is at least 55 years of age but below the age of 62;
  - b. Two or more persons, who are at least 55 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 55 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head (including co-head), spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family** is a family member of an assisted family who remains in the unit when other family members have left the unit.

GHA will approve a temporary guardian to move into the unit after the individual has been screened for suitability for the program. GHA will work with the Department of Social Services as necessary.

7. A **single person** who is not an elderly or displaced person, a person with

disabilities, or the remaining member of a resident family.

8. Applicants for the public housing Parkview, Windhill Apartments, The Villas at Willow Oaks, Willow Oaks Townhomes, Windhill Court Apartments, and the Havens will be employed (an adult member employed full-time, at least 30 hours per week, for the past nine months) or be participants in the Community Supportive Services Program leading to employment and, if selected resident becomes unemployed, the resident will be given 90 days to find another job or be transferred to another GHA public housing unit. This requirement does not apply to the elderly or disabled families.

**B. Income Eligibility**

1. To be eligible for admission to Greensboro Housing Authority Communities the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area. If the property includes Low Income Housing Tax Credit units, a lower income cap will apply.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. Income limit restrictions do not apply to families transferring within our Public Housing Program.
4. The Greensboro Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

**C. Citizenship/Eligibility Status**

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless at least one

member of the family residing in the unit is determined to have eligible status, with the exception noted below.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

1. To be eligible, all family members (including each member of the household and including, live-in aides, foster children, and foster adults) must provide a Social Security Number. Refusal to provide a Social Security number or a certification renders an applicant ineligible to participate in the program. Adults must certify for minors.
2. If applicants indicate they have a Social Security number but cannot readily verify the number, the family cannot be assisted until verification is provided and shall be given ninety (90) days to provide the verification.
3. If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification or no later than 90 days after being notified by GHA. If verification is not provided within the time allowed, the family should be denied admission or may have their assistance terminated.
4. If the Social Security card is not available, GHA will accept letters from the Social Security Administration that establish and state the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. A driver's license, military ID, passport or other official documents that establishes and states the number is also acceptable.
5. GHA will use the Public and Indian Housing information Center (PIC) Tenant ID Management tool to generate a unique identifier (commonly referred to as an alternate ID) for those individuals who have not been assigned an SSN.
6. If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

7. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Greensboro Housing Authority 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 the Greensboro Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the Greensboro Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
  - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parent's or guardian's homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the Greensboro Housing Authority evidence of the

establishment of the separate household.

The college student must not be claimed as a dependent by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. The Greensboro Housing Authority will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5000 a year for housing costs, the student shall not be eligible for public housing.

### 8.3 *SUITABILITY*

- B. The Greensboro Housing Authority will evaluate past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Greensboro Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- C. The Greensboro Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent, and any utility payments;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property. In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, The Greensboro Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- D. The Greensboro Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Greensboro Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse, co-head, and any other adult family members;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members and youth 15 and above, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Greensboro Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). The criminal background check will proceed after each adult household member has signed a consent form designed by the Greensboro Housing Authority.
  4. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Greensboro Housing Authority who have job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it is requested has been accomplished and the period for filing a challenge to the Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;
  5. A check of the State's lifetime sex offender registration program for each

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adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. The Greensboro Housing Authority will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list. The Greensboro Housing Authority will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource.

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

### **8.4 GROUND FOR DENIAL**

The Greensboro Housing Authority is not required or obligated to assist applicants who:

- B. Do not meet any one or more of the eligibility criteria;
- C. Do not supply information or documentation required by the application process;
- D. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- E. Have a history of not meeting financial obligations, especially rent;
- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- G. Have a history of criminal activity by any household member during the last five (5) years involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would

adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Greensboro Housing Authority denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant



individual actually engaged in such activity.

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

Being a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 23.2A of the ACOP, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

- H. Have a history of disturbing neighbors or destruction of property;
- I. Currently owes rent or other amounts to any housing authority in connection with their public housing or HCVP programs;
- J. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- K. Were evicted from federally assisted housing within the past five (5) years because of drug-related criminal activity. The five-year limit is based on the date of such eviction, not the date the crime was committed.

However, the Greensboro Housing Authority may admit the household if the PHA

determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Greensboro Housing Authority; or
2. The circumstances leading to the eviction no longer exist (for example, the

criminal household member is imprisoned or has died).

- L. Are currently engaging in the illegal use of a controlled substance. For the purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;

The Greensboro Housing Authority determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, Greensboro Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L and M that warrants denial. New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

- M. The Greensboro Housing Authority determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- N. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a HCVP assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. **Violence Against Women:** No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified and can provide certification per GHA’s Violence Against Women policy.

In determining whether or not to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Greensboro Housing Authority may consider whether such household member:

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

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

If the Greensboro Housing Authority denies admission to the authority's public housing program on the basis of a criminal record, the housing authority must notify the household of the proposed action and must provide the person with the criminal record and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Greensboro Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

## **8.5 *INFORMAL REVIEW***

- B. If the Greensboro Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Greensboro Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the

decision and state that the applicant may request, in writing, an informal review of the decision within 10 calendar days of the denial. The Greensboro Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Greensboro Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Greensboro Housing Authority's decision. The Greensboro Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review,

including a brief statement of the reasons for the final decision.

- C. The applicant family may request that the Greensboro Housing Authority provide for an Informal Hearing after the family has notification from the United States Citizenship and Immigration Services (USCIS) decision on their citizenship status on appeal, or in lieu of request of appeal to the USCIS. This request must be made by the participant family within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the USCIS appeal decision.

For the applicants the Informal Hearing Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the USCIS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 *OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any

available minority media.

### **9.2 *ORGANIZATION OF THE WAITING LIST***

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. Any contact between the Greensboro Housing Authority and the applicant will be

### **9.3 PURGING THE WAITING LIST**

The Greensboro Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Greensboro Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences. Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they desire.

### **9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Greensboro Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name 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;
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.

Applicants will be offered the right to an informal review before being removed from the waiting list.

### **9.5 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Greensboro Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Greensboro Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Greensboro Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

**10.0 TENANT SELECTION AND ASSIGNMENT PLAN****10.1 PREFERENCES**

The Greensboro Housing Authority will select families based on the following preferences within each bedroom size category and on our local housing needs and priorities:

Disaster      Victims who are Public Housing residents in another jurisdiction affected by a natural disaster mandated by the Department of Housing and Urban Development or victims impacted by a natural disaster, as designated by local, state or federal government, within the Greensboro Housing Authority's jurisdiction.

A.

- Families with an adult member employed part-time for the past 6 months (part-time is at least 15 hours per week); and continuing. Graduates must be gainfully employed within a reasonable time frame. Families referred by the continuum of care may qualify for this preference.
- Or, enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); Full-time students must have completed at least the first year of their academic requirements and continuing.
- Or, enrolled in a job-training program, or a program that prepares someone for a job. Persons on job training or job readiness programs must complete at least 50% of their course work; and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.
  
- Or, if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.
- Or, families referred by the Continuum of Care may qualify for this preference. These families must be receiving documented supportive services and have been defined as chronically homeless individuals or families.

B. Displaced person(s): Individuals or families displaced by public or private action. This preference includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

C. All other non-preference applicants.

D. Families with a preference residing outside of GHA jurisdiction at the time of the

Based on the above preferences, all families in the Disaster preference will be offered housing before any families in the preference A, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

**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 or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30 calendar day notice.

## **10.2 ASSIGNMENT OF UNIT SIZE**

1. Greensboro Housing Authority (GHA) units' bedrooms are of standard size. GHA recognizes HUD's rules related to Occupancy Standards in which two people are expected to share each bedroom. Accordingly, applicants/residents will be matched to a unit size that can adequately fit the number of family members and benefit individual circumstances. The following table depicts the manner in which, in general, individual/families are assigned units:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	N/A	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

2. The largest unit size that a family may be offered would provide no more than one bedroom per family member. A single disable or elderly person with a live-in aide will, at the minimum, be assigned a one-bedroom unit. Studio apartments will first be assigned to persons who declare that preference.

3. In order to maximize utilization, GHA will take the following factors into consideration when determining family composition:
  - a. The presence of children to be born to a pregnant woman
  - b. Children who are in the process of being adopted or under consideration for custody
  - c. Children currently under a 50% or more joint custody decree
  - d. Children who are temporarily away at school
  - e. Children who are temporarily in foster care
  - f. Families/individuals who have a live-in aide (but not a live-in aide's family)
4. In addition, a family consisting of a pregnant woman (with no other persons) will be treated as a two-person family. A single head of household parent will not be required to share a bedroom with his/her child, unless this is requested by the family.
5. The following exceptions may apply:
  - a. A validated request for the accommodation of a disability indicating the need for a single-bedroom occupancy (i.e., the individual needs space to store medical equipment and supplies)
  - b. A family with persons of different generations and opposite sex, unless the family agrees they can share a bedroom
  - c. The family includes children of opposite sex above age nine, unless the family agrees they can share the room

### ***10.3 SELECTION FROM THE WAITING LIST***

The Greensboro Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year are families whose annual income is the higher of either 30% of the area median income or the Federal poverty level (defined at <http://www.huduser.org/portal/datasets/il/ill4/index.html> as extremely low income). To ensure this requirement is met, the Greensboro Housing Authority shall monitor the incomes of both newly-admitted families and families on the waiting list on a quarterly

basis. If it appears that the requirement to house extremely low income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

### ***10.4 DECONCENTRATION POLICY***



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It is the Greensboro Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income communities and lower income families into higher income communities, enhancing the economic well-being of its current residents, and encouraging higher income residents who cannot yet afford the private marketplace to remain in public housing. Toward this end, families on the waiting list may be skipped over to reach other families with a lower or higher income and programs will be offered in partnership with various Greensboro supportive service providers to help residents achieve self-sufficiency.

This policy may not be construed to impose or require any specific income or racial quotas for any community.

### ***10.5 DECONCENTRATION INCENTIVES***

The Greensboro Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular community. This will include the use of flat rents by higher income residents that cannot afford the private marketplace.

### ***10.6 OFFER OF A UNIT***

When a unit becomes available, the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the deconcentration goal and/or the income-targeting goal will be contacted.

The family will be offered the opportunity to view the unit. The family will have 24 hours to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file.

### ***10.7 REJECTION OF UNIT***

If the family rejects a unit the family will be placed at the bottom of the waiting list and the application date and time will be changed to the date and time of the rejection. If the family rejects for good cause, they will retain their place on the waiting list. Good cause includes reasons related to proximity to work and childcare.

### ***10.8 ACCEPTANCE OF UNIT***

The family will be required to sign a lease that will become effective no later than three (2) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. The initial term of the lease is one (1) year. During that one-year period, the lease shall be enforced thereby rendering the resident ineligible for any other GHA program that would require resident to terminate the lease.

Prior to signing the lease, all families (head of household and spouse) will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a form that they have reviewed these documents and that they have reviewed them with Housing Authority personnel. The form will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Greensboro Housing Authority will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the Total Resident Payment or minimum amount set by bedroom size whichever is greater.

A minimum of \$100.00 for an efficiency or one-bedroom apartment, \$150.00 for a two or three-bedroom apartment, or \$200.00 for a four or five-bedroom apartment shall be paid in advance for security deposit. In exceptional situations, the Greensboro Housing Authority reserves the right to allow a new resident to pay their security deposit in installments.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event that there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 LEASING**

Public housing leases are the basis of the legal relationship between the housing authority and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with that complies with HUD's regulations.

## 11.1 OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months, renewable for subsequent month terms, except that GHA will not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a) (2)].

This chapter contains regulatory information, when applicable, as well as the GHA's policies governing leasing issues.

## 11.2 LEASE ORIENTATION

After unit acceptance but prior to occupancy, a GHA representative will provide a lease orientation to the family. The head of household or spouse is required to attend.

- A. When families attend the lease orientation, they will be provided with:
1. A copy of the lease
  2. A copy of GHA's grievance procedure
  3. A copy of the Rules and Regulations
  4. A copy of GHA's schedule of maintenance charges
  5. A copy of the pamphlet *Protect Your Family From Lead in Your Home*
  6. A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
  7. A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19
  8. Information about the protections afforded by the Violence against Women Act of 2005 (VAWA) to victims of domestic violence, dating violence, and stalking.
- B. Topics to be discussed will include:

1. Applicable deposits and charges
2. Review and explanation of lease provisions
3. Unit maintenance and work orders
4. GHA's reporting requirements
5. Explanation of occupancy forms
6. Community service requirements
7. Family choice of rent
8. VAWA protections

**11.3 EXECUTION OF LEASE**

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to tenancy. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and GHA will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide stating that the live-in aide is not a party to the lease and is not entitled to GHA's assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the participant family member.

**11.4 MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and the [24 CFR966.4(a)(3)].

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 20.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the

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project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

When GHA proposes to modify or revise schedules of special charges or rules and regulations, GHA will post a copy of the notice in the central office, and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and GHA will be required to initial and date the change.

If a new household member is approved by GHA to reside in the unit, the person's name and birth date will be added to the lease. The head of household and GHA will be

required to initial and date the change. If the new member of the household is an adult, she/he will also be required to sign and date the lease.

Policies governing when and how changes in family composition must be reported are contained in Chapter 16, "Reexaminations."

### **11.5 SECURITY DEPOSITS [24 CFR 966.4(B) (5)]**

Residents must pay a security deposit to the GHA at the time of admission. The amount of the security deposit will be equal to the greater of one month's rent or \$100.00 for an efficiency or one-bedroom apartment, or \$200.00 for a four or five-bedroom apartment. However, the amount of the deposit will in no case exceed two month's rent. The security deposit may be paid in full or can be paid in installments of not less than \$25.00 per month until paid in full.

GHA will hold the security deposit for the period the family occupies the unit. GHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, GHA will refund to the resident the amount of the security deposit in accordance with North Carolina law, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal

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wear and tear, and other charges due under the lease. If the resident disagrees with the amount charged, GHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, GHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

### ***11.6 PAYMENTS UNDER THE LEASE***

The tenant rent is due and payable at GHA designated locations on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, GHA will notify the family of the new amount and the effective date by sending a "Notice of Change to Lease Contract" which will become an attachment to the lease.

### ***11.7 MAINTENANCE AND DAMAGE CHARGES***

When applicable, families will be charged for maintenance and/or damages according to GHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable two weeks after billing. If the family requests a grievance hearing within the required timeframe, GHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

## **12.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Greensboro Housing Authority counts the most recent annual income, as available in HUD's Enterprise Income Verification (EIV) report, as allowed by PIH Notice 2013-3, of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Greensboro Housing Authority subtracts all allowable deductions (allowances) to determine the Total Resident Payment. If a tenant disputes the EIV-reported income information and is unable to provide acceptable documentation to resolve the dispute,

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GHA will request written third-party verification. GHA will continue to verify income from sources not available in EIV.

### **12.1 INCOME**

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are not specifically excluded from annual income.

GHA will annualize anticipated cyclical or seasonal income (i.e., \$2,000 per month x 8 months, \$400 per month x 4 months) from all known sources for families with seasonal or cyclical employment up and until the next annual recertification is due. Families with cyclical or seasonal income will be advised that interim recertifications will not be conducted unless there has been an unexpected change in income during that period. The policy does not exempt participants from reporting income in excess of the cyclical income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income

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includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. As permitted by PIH Notice 2013-3, GHA will accept a family's self-declaration of the amount of assets of less than \$5,000, and the amount of income expected to be received from those assets. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income. Where the family net assets exceed \$5000, GHA will require supporting documentation (e.g. bank statements) to confirm the authenticity of those assets.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
  
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
  
- F. When families report zero income and have no income excluded for rent computation, GHA has an obligation to pursue verification of income that reflects the family's lifestyle.
  
- G. Welfare assistance
  - 1. Welfare assistance payments
    - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - i. Qualify as assistance under the TANF program definition at 45
      - ii. Are not otherwise excluded under paragraph Section 11.2 of this policy.
  
    - b. 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 consists of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Greensboro

Housing Authority by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Greensboro Housing Authority, the welfare agency will inform the Greensboro Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Greensboro Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Greensboro Housing Authority will use this information to determine the amount of imputed welfare income for a family.

A family's annual income includes imputed welfare income in family reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Greensboro Housing Authority by the welfare agency).

- c. 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.
- d. The Greensboro Housing Authority will not include imputed

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

- e. If a resident is not satisfied that the Greensboro Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Greensboro Housing Authority denies the family's request to modify such amount, then the Greensboro Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Greensboro Housing Authority's determination of the amount of imputed welfare income. The Greensboro Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
  
- f. Relations with welfare agencies
  - 1). The Greensboro Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Greensboro Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  
  - 2). The Greensboro Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Greensboro Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

- 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Greensboro Housing Authority shall rely on the welfare agency notice to the Greensboro Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- H. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- I. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 12.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the community. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Greensboro Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts). This specifically includes temporary income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older

(excluding the head of household and spouse);

9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a disability and is living at home to offset the cost of services and equipment needed to keep the disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility of benefits. These exclusions include:
  - a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 5044(g), 5058);
  - b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973;
  - c) Payments received under the Alaska Native Claims Settlement Act;
  - d) Income from submarginal land of the U.S. that is held in trust for certain Indian tribes;
  - e) Payments made under HHS's Low-Income Energy Assistance Program;
  - f) Income from the disposition of funds of the Grand River Band of Ottawa Indians;
  - g) The first \$2000 per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trusts or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission;
  - h) Amounts of scholarships funded under title IV of the Higher Education

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Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

- i) Payments received under the Older Americans Act of 1965;
- j) Payments from Agent Orange Settlement;
- k) Payments received under the Maine Indian Claims Act;
  
- l) The value of childcare under the Child Care and Development Block Grant Act of 1990;
  
- m) Earned income tax credit refund payments;
- n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- o) Payments for living expenses under the AmeriCorps Program;
- p) Any allowance paid under the provisions of 38 U.S.C. 1883(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;
- q) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance;
- r) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- s) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t) Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- u) Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4));

- v) 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;
- w) 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, District of Columbia, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);
- x) Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- y) 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)); and
- z) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by states, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)); The Greensboro Housing Authority will not provide exclusions from income in addition to those already provided for by HUD
- aa) ABLÉ accounts created under the Achieving a Better Life Experience Act of 2014 (ABLE Act) are excluded from the calculation of both income and assets.

### **12.3 EARNED INCOME DISALLOWANCE**

1. The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family

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member who was previously unemployed for one or more years. Previously unemployed includes a person who has earned in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage;

b. Families whose income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

c. Families who are or were, within 6 months, assisted under a State

TANF or Welfare –to-Work Program and received at least \$500 in benefits.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. This is true if it is implemented prior to July 1, 2017. After July 1, 2017, the lifetime Disallowance will end 24 months after it began.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusions in all cases.)

2. The Greensboro Housing Authority will determine seasonally-employed residents' and applicants' rent using one of two HUD-approved rent calculation methods. Residents will be informed of both methods and will be given the opportunity to select which method they want used when their rent is calculated. The applicant or resident will be required to select one of the two calculations methods: Method 1 and Method 2. For Method 1 a residents' actual income is annualized and an interim reexamination is conducted. For Method 2 a resident's anticipated income from all known sources is used with the support from a history of previous years income – no interim reexamination is conducted.

### **12.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;



- B. \$400 for any elderly family or disabled family;
- C. THE SUM OF THE FOLLOWING, TO THE EXTENT THE SUM EXCEEDS THREE PERCENT (3%) OF ANNUAL INCOME:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
  - 3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies. (To be deleted after 5/15/06)
- D. Reasonable child-care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### ***12.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

- C. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) calendar days of receipt by the resident.
- D. The Greensboro Housing Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- E. After the reconciliation is complete, the Greensboro Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Greensboro Housing Authority shall

do one of the following:

2. Immediately collect the back rent due to the agency;
3. Establish a repayment plan for the resident to pay the sum due to the agency;
4. Terminate the lease and evict for failure to report income; or
5. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

**12.6 COOPERATIVE WITH LAW ENFORCEMENT AGENCIES**

- C. The Greensboro Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Greensboro Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.
- D. The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:
- E. The law enforcement agency shall notify Greensboro Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- F. The location or apprehension of the recipient is within the Greensboro Housing Authority's official duties; and,
- G. The request is made in the proper exercise of the law enforcement agency's official duties.

**12.7 COOPERATIVE WITH WELFARE AGENCIES**

The Greensboro Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- C. To target assistance, benefits and services to families receiving assistance in the public housing and HCVP tenant-based assistance program to achieve self-sufficiency; and
- D. To provide written verification to the Greensboro Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

### **13.0 VERIFICATION**

The Greensboro Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

For a family with net assets equal to or less than \$5,000, the Greensboro Housing Authority will accept, for purposes of recertification of income, a family's written declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount will be included in the family's income. The Greensboro Housing Authority will obtain third-party verification of all family assets every 3 years.

#### **13.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

##### **1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The Greensboro Housing Authority will generate all mandatory EIV reports as required. Whether or not an admission is homeless will be noted in the 50058.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

The Greensboro Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the

level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

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No adverse action can be taken against a participant until the Greensboro Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Greensboro Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Greensboro Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years. The Greensboro Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

### **2. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the Greensboro Housing Authority 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 HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The Greensboro Housing Authority 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 may be used for income and rent determinations.

The Greensboro Housing Authority will obtain at least two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the Greensboro Housing

Authority will 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 Greensboro Housing Authority interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**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.

### **3. Written Third-Party Verification Form**

Also known as traditional third-party verification, a standardized form to collect information from a third-party source is distributed by GHA. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the Greensboro Housing Authority.

HUD 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.

HUD requires GHA 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.

The Greensboro Housing Authority will allow thirty (30) calendar days for the return of third-party written verifications prior to continuing on to the next type of

verification.

#### **4. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The Greensboro Housing Authority will allow thirty (30) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

#### **5. Review of Documents**

When UIV, written and oral third-party verifications are not available within the thirty (30) calendar-day period allowed in paragraphs 3 and 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

#### **6. Self-Certification and Self-Declaration**

When UIV, written and oral third-party verifications are not available within the thirty (30) calendar days period allowed in paragraphs 3 and 4 above, and hand-carried verification cannot be obtained, GHA will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the Greensboro Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

<b>Level</b>	<b>Verification Technique</b>	<b>Ranking</b>
<b>6</b>	<b>Upfront Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
<b>5</b>	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
<b>4</b>	<b>Written Third-Party Verification</b>	<b>High</b> (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 <b>and</b> is unable to provide acceptable documentation to support dispute)
<b>3</b>	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (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)
<b>2</b>	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
<b>1</b>	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

### **13.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.



Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. The Greensboro Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Greensboro Housing Authority will also verify their status through the USCIS SAVE system. If the USCIS SAVE system cannot confirm eligibility, the Greensboro Housing Authority will mail information to the USCIS in order that a manual check can be made of USCIS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

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.

If the Greensboro Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of three (3) years from the date of eviction or termination.

### ***13.3 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### **13.4 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, GHA will verify and update all information related to family circumstances and level of assistance. (Or, GHA will only verify and update those elements reported to have changed).

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

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. This exemption continues even if the individual moves to a new assisted unit.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Greensboro Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the

individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to GHA within 90 days of it being requested, the family shall be removed from the waiting list. During these 90 days, if all household members have not disclosed their SSN at the time a unit becomes available, GHA must offer the available unit to the next eligible applicant family on the waiting list.

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

### ***13.5 FREQUENCY OF OBTAINING VERIFICATION***

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transition stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. 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 citizenship/eligible noncitizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

### ***13.6 VERIFICATION OF ABSENT FAMILY MEMBER***

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Greensboro Housing Authority will consider any

of the following as verification:

- A. Documentation verifying husband and wife are legally divorced.
- B. Documentation verifying husband and wife are legally separated.
- C. Order of protection/restraining order obtained by one family member against another.
- D. Proof of another home address, which is limited to utility bills, bank statements, and/or driver's license/state identification card.
- E. Statement from the Department of Social Services verifying absence from the household.
- F. If the adult member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

### ***13.7 VERIFICATION OF GUARDIANSHIP***

The following documents will be required to determine verification of guardianship:

- A. Documentation of Court-ordered assignment.
- B. Verification from social services agency.
- C. School records.

### ***13.8 SPECIAL VERIFICATION FOR ADULT STUDENTS***

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Greensboro Housing Authority shall verify that amount by using normal third party verification procedures communicating directly with the supporting person(s). If an athletic scholarship is involved, the Greensboro Housing Authority shall determine if any of the scholarship is available for housing costs.

### ***13.9 VERIFICATION FOR DISABILITY STATUS***

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

- A. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.
- B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.
- C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

### ***13.10 VERIFICATION OF LIVE-IN AIDES***

GHA will only approve one additional bedroom for a live-in aide and no additional bedrooms will be provided for the family members of the live-in aide. GHA will ensure that housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live-in aide would result in the violation of HQS, the additional family members of the live-in aide will not be approved.

### ***13.11 INCOME DISCREPANCY REPORT***

An EIV Income Report shall be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the Greensboro Housing Authority will:

- A. Discuss the income discrepancy with the tenant; and

- B. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, GHA will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
- E. Take any other appropriate action.

\*The Greensboro Housing Authority will 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.

The tenant will be provided an opportunity to contest the Greensboro Housing Authority's determination of tenant rent underpayment. Tenants will be promptly notified 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 established grievance procedures. The Greensboro Housing Authority will 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, GHA will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the Greensboro Housing Authority may reject any tenant-provided documentation, if GHA deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e. does not appear to be authentic).

GHA will 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 GHA deems necessary to complete

the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the Greensboro Housing Authority.

If the third-party source does not respond to the Greensboro Housing Authority's request for information, the Authority 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.

GHA will then pursue lower level verifications in accordance with the verification hierarchy.

### ***13.12 THE EIV'S DECEASED TENANTS REPORT***

GHA shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. GHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-9 or successor publications.

In the event that a household member is misidentified as deceased on the Deceased Tenants Report, GHA will notify the individual in writing and advise the individual to contact SSA so that SSA may correct its records.

### ***13.13 STREAMLINED INCOME DETERMINATION***

The Greensboro Housing Authority has decided that any family member with a fixed source of income that constitutes 90% or more of his or her income may have his or her income determined for annual reexaminations using a streamlined income determination unless the family requests a third-part verification. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) (if there has been one announced for that year) or current rate of interest to the previously verified or adjusted income amount.

"Family member with a fixed source of income" is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- A Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- B Federal, state, local, or private pension plans;
- C Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or

D Any other source of income subject to adjustment by a verifiable COLA or current rate of interest and determined appropriate by the Greensboro Housing Authority.

In the initial year, the Greensboro Housing Authority determines if any of the family member's sources of income are fixed. This determination shall be made by either:

1. comparing the amount of income from the fixed source(s) as indicated on the current year's EIV report or on a family provided document, to the amount generated during the prior year;
2. or by asking the resident.

If so determined, this shall be noted in the tenant file and the file shall state that this was determined. This shall be repeated for new sources of income reported by the resident to the Greensboro Housing Authority.

The Greensboro Housing Authority will use a COLA (if there has been one announced that year) or current rate of interest specific to the fixed source of income in order to adjust the income amount. The Greensboro Housing Authority will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the Greensboro Housing Authority will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, the Greensboro Housing Authority will obtain third-party verification of all income amounts every 3 years. This also means that if a family member with a fixed-income source that constitutes 90% or more is added to the family during year two, for example, then the Housing Authority must obtain third-party verification of all income amounts for that family member at the next reexamination if the Housing Authority wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

The Greensboro Housing Authority will continue to **annually** conduct third-party verification of non-fixed sources of income (wages, salaries, etc.) and deductions (medical, etc.) where applicable for all family members. Also, the Greensboro Housing Authority will continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

## **14.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**



**14.1 THE INCOME-BASED METHOD**

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

**14.2 FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income-based method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to undergo the income reexamination process only every three years. Their family composition must be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child-care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Greensboro will provide them with the following information whenever they have to make rent decisions:
  - 1. The Greensboro Housing Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Greensboro Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Greensboro Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information

**14.3 MINIMUM RENT**

The Greensboro Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Greensboro Housing Authority will suspend the minimum rent beginning the month following the family's request until the

Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the family would be evicted because it is unable to pay the minimum rent;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **14.4 THE FLAT RENT**

The Greensboro Housing Authority has set a flat rent for each public housing unit. The flat rent is determined annually, based on the market rental value of the unit using one of the following three options:

- A. Option One: The Greensboro Housing Authority will establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent(FMR) as determined under 24 CFR part 888, subpart A;
- B. Option Two: No less than 80 percent of an applicable small area FMR (SAFMR) or adjusted rent if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in the first paragraph of the section, If HUD has not determined an applicable SAFMR or unadjusted rent. The Greensboro Housing Authority will rely on the applicable FMR under the first option or may apply for an exception flat rent under the three options. No other smaller geographical FMRs will be allowed by HUD;
- C. Option Three; The Greensboro Housing Authority may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in Options One or Two of this section, subject to the following requirements:
  - 1. The Greensboro Housing Authority must submit a market analysis of the applicable market.
  - 2. The Greensboro Housing Authority must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance and utilities to be provided by the PHA in accordance with the lease.
  - 3. All requests for exception flat rents under this option must be submitted to HUD.

The Greensboro Housing Authority will not implement Option Three prior to receiving HUD's written approval. A new market analysis and a new HUD written approval are required every year.

The option chosen to establish the required flat rent will be the sole decision of the Greensboro Housing Authority.

There is no utility allowance for families paying a flat rent because the Greensboro Housing Authority has already factored who pays for the utilities into the flat rent calculation. If the resident pays their own utilities, the flat rent shall be reduced by a reasonable utility allowance based on an energy-conservation household of modest circumstances.

Annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the Greensboro Housing Authority will compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent. If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/adjusted rent, then Greensboro Housing Authority is in compliance with the law, and no further steps are necessary. If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the Greensboro Housing Authority will adjust the flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent subject to the utilities adjustment required for tenant-paid utilities, or the Greensboro Housing may request an exception flat rent pursuant to Option Three, as described above.

Revised flat rent will become effective for all families admitted after the flat rent is changed or at the lease renewal for an existing resident.

As for flat rent phase-ins, previous regulations in PIH Notice 2014-12 and the subsequent FAQ's. HUD provided flexibility to PHAs to phase in all rent increases over a three-year period, including those increases that were 35 percent or less.

However, the FY 2015 Appropriations Act provides the Greensboro Housing Authority additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of the flat rent increases that are 35 percent or less. **Therefore, only flat rent increases that will be phased-in are those where a family's rent will increase by more than 35 percent.**

Agencies that began phase-ins for families with rent increase at 35 percent or less last year shall follow the action outlined below at the family's next annual rent option:

- 1) On a case-by-case basis, at the family's next annual rent option, compare the update flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option;
  - a. If the update flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;

- b. If the agency determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent. The family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 16.3).

The Greensboro Housing Authority will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

#### ***14.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

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

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

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

- A. Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- C. Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

- D. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- E. Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- F. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- G. Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

#### **14.6 UTILITY ALLOWANCE**

The Greensboro Housing Authority has established utility allowances for all units. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Greensboro Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances. Allowance will be adjusted at the earlier of the first interim or annual reexamination following the effective date of the allowance revision.

With the exception of Gateway Plaza and Hall Towers, electric and gas are paid by the residents directly to the utility company. The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Greensboro Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

In Hall Towers and Gateway Plaza utilities furnished by Greensboro Housing Authority are included in the Tenant Rent.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

Families with high utility costs are encouraged to contact the Greensboro Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

#### **14.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. No cash shall be accepted as a rent payment or for the collection of rent related items (late payments, security deposits, revolving loan repayments, etc.). However, cash will be accepted as rent payment at specific locations designated to accept rent payments on behalf of the Greensboro Housing Authority. Payments for rent can also be paid online via E-Bill Express at [www.gha-nc.org](http://www.gha-nc.org).

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the resident. In addition, a \$15 late charge will be assessed to the resident. Late payment of rent resulting in the initiation of eviction proceedings three times in a twelve-month period will result in a termination of the lease. If 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 plus an additional charge for bank charges and/or fees.

### **15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

#### **15.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. Failure to comply with the community service requirement may result in ineligibility for continued occupancy at the time of any subsequent annual reexamination. The eight hours of activity may be completed at 8 hours each month or aggregated across a year, as long as 96 hours are completed by each annual certification.

#### **15.2 EXEMPTIONS**

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older.

- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certify that because of this disability she or he is unable to comply with the community service requirements.  
or  
Family members who are the primary care giver of such individual.
- C. Family members engaged in work activities (at least 15 hours weekly) including:
1. Unsubsidized employment;
  2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  5. On-the-job training;
  6. Job search;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to an individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- D. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program: or.
- E. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program (HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program), including welfare- to-work and who are in compliance with that program.



### **15.3 NOTIFICATION OF THE REQUIREMENTS**

The Greensboro Housing Authority shall identify all adult family members who are apparently not exempt from community service requirement.

The Greensboro Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. The Greensboro Housing Authority shall verify such claims. If a resident does not agree with the Greensboro Housing Authority's determination, he or she can appeal by following the Grievance Policy. Changes in the exempt and non-exempt status of a resident shall be reported by the resident to the Greensboro Housing Authority within ten (10) calendar days of the change.

At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must:

- A. Provide all requested documentation, if applicable, that they qualify for an exemption: (Documentation provided by the tenant will be used (and verified if necessary) by the Greensboro Housing Authority to determine whether the tenant is exempt from the CSSR), and
- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease per 24 CFR 966.4(1)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report to the Greensboro Housing Authority and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the Greensboro Housing Authority as soon as possible.

For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place.

It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **15.4 VOLUNTEER OPPORTUNITIES**

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit institution, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices,

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nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs food banks (distribution either donated or commodity foods), or clothes closets (distributing donated clothing):

- B. Non-profit organization serving Greensboro Housing authority residents or their children. Such as: Boy and Girl Scouts, Boys and Girls club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs:
- C. Programs funded under the Older American Act, such as Green Thumb, Service corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or non-profit organizations dedicated to senior, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. Greensboro Housing Authority housing to improve grounds or provide gardens (so long as such work does not alter the Greensboro Housing Authority's insurance coverage), or work through resident organizations to help other resident with problems, including serving on the Resident Advisory Board, outreach and assistance with Greensboro Housing-run self-sufficiency activities including supporting computer learning center; and
- F. Care for the children of other residents so parents may volunteer.

Any required court-ordered community service or probation-based work shall not count towards a resident's required 8 hours per month of community service.

Eligible self-sufficiency activities include, but are not limited, to:

- A. Job readiness or job training while not employed:
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U. S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);
- D. Apprenticeship (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a Second Language and/or English proficiency class;

H. Budgeting and credit counseling.

The Greensboro Housing Authority will try to coordinate with social services agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Greensboro Housing Authority may create volunteer position such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

### **15.5 THE PROCESS**

At the first annual reexamination on or after July 1, 2001, and each annual reexamination thereafter, the Greensboro Housing Authority will do the following:

- A. Provide a list of known volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet will require the resident to complete the form, have a supervisor date and sign for each period of work and return the form to Greensboro Housing Authority.
- D. At least thirty (30) calendar days before the family's next lease anniversary date, the Greensboro Housing Authority will determine whether each applicable adult family member is in compliance with the community service requirement.

At each regular scheduled rent re-examination, each non-exempt family member family members will present a signed certificate on a form provided by the Greensboro Housing Authority of CSSR activities performed over the previous twelve (12) months. The Greensboro Housing Authority will obtain third party verification of CSSR completion administered through outside organization.

### **15.6 NOTIFICATION OF NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Greensboro Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and

- C. That, unless the family member(s) enter into a written workout agreement, the lease will not be renewed.

### ***15.7 OPPORTUNITY FOR CURE***

The Greensboro Housing Authority will offer the family member(s) the opportunity to enter into a work-out agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, Greensboro Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

### ***15.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES***

In implementing the service requirement, the Greensboro Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

### ***15.9 OVER-INCOME FAMILIES***

Beginning January 1, 2019, the Greensboro Housing Authority shall track all public housing residents who have an income over 120% of the Area Median Income (AMI). When GHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit, GHA must, per HUD regulation, document that the family exceeds the threshold to compare with the family's income a year later.

If, one year after the initial determination by Greensboro Housing Authority that a family's income exceeds the over-income limit, and the family's income continues to exceed the over-income limit, GHA must, as required by HUD regulation, provide **written notification** to the family that their income has exceeded the over-income limit for one year. The written notification shall further state that if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent (as determined on a HUD formula) - OR - termination based

on GHA's policies. All notices will be provided in a manner appropriate for persons with hearing, visual or other disabilities.

If the Greensboro Housing Authority discovers through an annual or interim exam that the family's income falls below the over-income limit, the two year period starts over again if the family exceeds the limit in the futures.

The termination or higher rent payment decision will be made after HUD publishes additional information and guidelines.

Exempted from this regulation are families with a valid Family Self-Sufficiency (FSS) contract, or families where at least one family member is receiving the Earned Income Disregard benefit.

## **16.0 RECERTIFICATIONS**

At least annually, the Greensboro Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **16.1 RECERTIFICATION INTERVIEW**

The Greensboro Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method. The opportunity to select the flat rent is available only at this time. During recertification, the Greensboro Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family.

The notification letter GHA sends to the family may or may not include forms for the family to complete in preparation for the interview. During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), or other information necessary to determine the family's share of rent, and all other information necessary to comply with regulations for federally assisted housing. The family will sign the HUD consent forms that later will be mailed to the sources that will verify the family circumstances.

Also, during the recertification, GHA will also conduct a criminal background check on all family members 15 years of age and older which will include sex offender registry screening... GHA will verify this information using the Dru Sjodin National Sex Offender

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Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, the Housing Authority will pursue eviction of the household.

If a family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

### ***16.2 MISSED APPOINTMENTS***

Any family that fails to keep a recertification appointment will be sent a letter announcing commencement of eviction against the family.

### ***16.3 FLAT RENT METHOD***

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

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

Once a family returns to the income-based method during their "lease year" they cannot go back to a flat rent until their next annual reexamination.

B. The dates upon which the Greensboro Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

C. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

### ***16.4 THE INCOME BASED METHOD***

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's

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share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Greensboro Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

**16.5 EFFECTIVE DATE FOR RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

**16.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. Families are required to report the following changes to the Greensboro Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an

interim reexamination. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. An increase of income of \$100 per month or above must be reported within 10 days of its occurrence.

- D. The resident must report the receipt of a deferred payment in a lump sum that represents the delayed start of a periodic payment such as unemployment, which could result in an increase in rent.
- E. The resident may report a decrease in income or an increase in allowances or deductions that would result in a decrease in the resident's rent. Decreases in income that are verified to last less than thirty (30) calendar days will not be processed. Failure to report income changes within ten (10) days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.
- F. After rent has been adjusted downward, the resident must report all changes in Annual Income of at least \$100 per month immediately.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. GHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 16.8.

A resident requesting a live-in aide will be required to provide verification of the need for a live-in aide. In addition, before approval of the live-in aide, the individual (live-in aide) must complete an application form for purposes of determining citizenship/eligible

immigrant status and the live in aide will go through the screening process similar to the process for applicants. GHA will determine the eligibility of the live-in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in aide be added to the lease or be considered the last remaining member of a tenant family.

Since the live-in aide would not be living in the subsidized unit except to provide supportive services to the head-of-household, if the head-of-household dies and the only remaining household member is the live- in aide, the live- in aide is not entitled or eligible for any continued occupancy.



GHA will not designate the live-in aide as the new head-of-household for any month after the month in which the head-of-household died. GHA will notify the live-in aide s/he is required to vacate the unit at the end of month.

Families may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Greensboro Housing Authority will take timely action to process the interim reexamination and recalculate the resident's rent.

#### ***16.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Greensboro Housing Authority may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

#### ***16.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

#### ***16.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

If the Greensboro Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months.

The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

## 17.0 UNIT TRANSFERS

### 17.1 THE TRANSFER POLICY

Transfers from one GHA owned Public Housing community to another will be considered for the following reasons:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Greensboro Housing Authority's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.
- G. To alleviate verified medical problems.
- H. To permit reasonable accommodation.
- I. To assist residents, lawful occupants, or affiliated individuals who are victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking according to VAWA.

If the transfer is requested under VAWA, the provisions of VAWA shall apply.

### 17.2 CATEGORIES OR TRANSFERS

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 or where a family member, lawful occupant, or affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking to family members or affiliated individuals. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, or a hate crime. Other circumstances will be evaluated on a case-by-case basis. All emergency transfers shall be completed as soon as practical.

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The Greensboro Housing Authority has a specific VAWA Emergency Transfer Policy that is incorporated by reference into this ACOP and will govern all transfers requested under VAWA.

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 to enable modernization, revitalization, disposition, or demolition work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain GHA 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 GHA when a transfer is the only or best way of solving a serious problem.

### ***17.3 DOCUMENTATION***

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for a transfer.

When the transfer is a result of an action protected under VAWA, the documentation required under the VAWA Emergency Transfer shall be required.

### ***17.4 COST OF THE FAMILY'S MOVE***

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family; (i.e. by the police)
- B. When the transfer is made under VAWA;
- C. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- D. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- E. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Greensboro Housing Authority in the following circumstances:

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- A. When the transfer is needed in order to carry out modernization, disposition, or demolition activities; or
- B. When action or inaction by the Greensboro Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

### ***17.5 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 GHA or a VAWA victim. This means the family must be in compliance with their lease, current in all payments to the Greensboro Housing Authority, and must pass a housekeeping inspection.

### ***17.6 RIGHT OF THE GREENSBORO HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to ensure 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.

### ***17.7 TRANSFERS TO NON-GHA OWNED AND MANAGED PUBLIC HOUSING UNITS***

GHA does not control or participate in transfers to non-GHA owned and managed public housing units including the mixed income communities of Parkview, Windhill Apartments, The Villas at Willow Oaks, Windhill Court Apartments, The Havens and Willow Oaks Townhomes.

## **18.0 INSPECTIONS**

The Greensboro Housing Authority will conduct inspections as listed below:

### ***18.1 MOVE-IN INSPECTIONS***

The Greensboro Housing Authority 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 resident file.

### ***18.2 ANNUAL INSPECTIONS***

The Greensboro Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Greensboro Housing Authority's housing standards. Work

orders will be submitted and completed to correct any deficiencies.

**18.3 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.

**18.4 SPECIAL INSPECTIONS**

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

**18.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Greensboro Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

**18.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Greensboro Housing Authority will give the resident at least two (2) calendar days written notice.

**18.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Greensboro Housing Authority 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.

**18.8 MOVE-OUT INSPECTIONS**

The Greensboro Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident 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.

**18A MINIMUM HEATING STANDARDS**

The Greensboro Housing Authority shall comply with the heating standards established by the North Carolina State Building Code.

## **19.0 PET POLICY**

### **19.1 EXCLUSIONS**

This policy does not limit or impair the rights of persons with disabilities or their right to have a service animal to assist, support or provide service to persons with disabilities. Assistive animals are allowed in all public housing facilities under this policy with the same restrictions, except deposits and weight restrictions shall be waived. In addition, all tenants must maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities.

These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. GHA will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, GHA is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and

administrative burden; or (3) fundamentally alter the nature of the provider's operations.

### **19.2 PETS IN PUBLIC HOUSING**

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

### **19.3 APPROVAL**

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

### **19.4 TYPES AND NUMBER OF PETS**

The Greensboro Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one four-legged pet per unit will be allowed.

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

No animal may exceed fifteen (15) pounds in weight or twelve (12) inches in height projected to full adult size.

### **19.5 INOCULATIONS**

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

inoculations.

### **19.6 PET DEPOSIT**

A pet deposit of \$350 is required at the time of newly registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. In addition, residents of family developments will pay a monthly pet maintenance charge of \$25 per month along with their normal rent.

**19.7 FINANCIAL OBLIGATION OF RESIDENTS**

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

**19.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

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

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

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

**19.9 DESIGNATION OF PET AREAS**

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

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

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

**19.10 MISCELLANEOUS RULES**



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

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

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

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

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

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

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

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

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

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

### ***19.11 VISITING PETS***

No visiting pets will be allowed.

### ***19.12 REMOVAL OF PETS***

The Greensboro Housing Authority, or an appropriate community authority, shall require

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the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Greensboro Housing Authority has permission to call the emergency caregiver designated by the resident or the local Animal Control Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it.

Any expenses incurred will be the responsibility of the pet owner.

## **20.0 REPAYMENT AGREEMENTS**

When a resident owes the Greensboro Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Greensboro Housing Authority allow them to enter into a Repayment Agreement. The Greensboro Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 24 months and shall not exceed \$2400.00. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

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

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

## **21.0 FSS POLICY PROCEDURES**

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The objective of the FSS Program is to reduce dependency of low income families on welfare assistance by supporting families of lower socio-economic status in their efforts to increase their earned income.

### ***21.1 FSS ENROLLMENT /GUIDELINES***

The GHA Public Housing Family Self Sufficiency Program is a one-time opportunity for all participants regardless of age or disability. There is no Re-Enrollment opportunity for the terminated/graduated GHA former Family Self Sufficiency Program participant.

### ***21.2 ELIGIBLE FSS PARTICIPANTS***

Participants have to be Head of Household and a Public Housing resident. They can be employed or unemployed, Disabled, Elderly, or newly admitted to Public Housing. To be eligible for admission, residents must also be in good standing with GHA (cannot

owe GHA any money, no eviction, etc.).

### ***21.3 FSS ESCROW ACCOUNT***

An interest-bearing FSS escrow account is established by GHA for each participating family. Participants will be provided an account statement at least annually. This escrow credit is based on increases in the family's earned income which is credited to this account by GHA after execution of the FSS contract. The escrow account is available to the family during the term of the contract to enable the family to complete an agreed upon interim goal such as education

### ***21.4 FSS CONTRACT***

The FSS Contract is for five years with the option to extend for an additional two years for good cause due to circumstances beyond their control. FSS participants must make this request in writing and providing a description of the circumstances. The Contract of Participation will not to exceed seven years.

### ***21.5 GHA PHA TRANSFERS***

FSS participants transferring from Public Housing to the Housing Choice Voucher Program must contact the HCVP FSS Coordinator within 30 days from date of admission to the HCV program to prevent forfeiture of their Public Housing escrow.

### ***21.6 HOMEOWNERSHIP INCOME GUIDELINES***

The gross income of all adult members in a non-disabled family should be a minimum of

\$15,000.

The minimum income of a disabled/elderly family should be equivalent to the current monthly SSI benefit for an individual living alone, multiplied by twelve. Work requirements for the disabled/ elderly participant will be set in alignment with the recommendation of medical profession on a case by case basis (1 hour up to 20 hours per week).

### **21.7 ESCROW USAGE**

Escrow funds may be used to further FSS Goal attainment; however these funds are not available for use until at least one goal has been completed. The ultimate purpose of escrow usage is to permanently remove a financial barrier in order to achieve goal progression. All disbursements must be approved by the Clients Services Manager. Escrow Funds are not available for monthly living expenses (Rent, Utilities, Car payments, or routine monthly payments).

No partial escrow will be given if the participant has not met all goal requirements at the end of Contract date.

### **21.8 FSS TERMINATION**

FSS participants will be terminated from the PH FSS Program if their lease is terminated, by mutual consent, failure to meet contract obligations without good cause and other acts deemed inconsistent with the purpose of FSS and the escrow will be forfeited.

### **21.9 GRADUATION**

Graduation eligibility will consist of completion of goals, TANF Free for 12 consecutive months prior to contract end date and employed the during last 12 months of the contract.

### **21.10 GRIEVANCES AND APPEALS**

All grievances from an FSS participant should be submitted to the FSS Coordinator in writing and is subject to the Grievance Procedure established for the Public Housing program.

## **22.0 TERMINATION**

### **22.1 TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a 30-day written notice in compliance with dwelling lease requirements. If the resident vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

## **22.2 *TERMINATION BY THE GREENSBORO HOUSING AUTHORITY***

The Greensboro Housing Authority after July 1, 2002 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Greensboro Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited, to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Greensboro Housing Authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes any tenant, member of a tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the Greensboro Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;

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- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Greensboro Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that the Greensboro Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted there from;
- P. The Greensboro Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when GHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The use of medical marijuana is included in this ban;
- R. Criminal activity as shown by a criminal record. In such cases GHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Greensboro Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given the opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial;

In deciding whether to exercise their discretion to terminate an individual or household that has engaged in criminal activity, the Greensboro Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before the

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Greensboro Housing Authority evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

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

- S. Currently owes rent or other amounts as a result of unreported income in excess of \$2400 annually, or \$200 monthly, and refuses to sign a repayment agreement to the Greensboro Housing Authority in connection with HCVP or Public Housing assistance under the 1937 Act is grounds for termination;
- T. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the Housing Authority if the smoke detector is inoperable for any reason;
- U. If the resident stays in the unit after giving GHA notice in writing to vacate the unit; and
- V. Other good cause.

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

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

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

## **23.0 VIOLENCE AGAINST WOMEN**

VAWA means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109–162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f). VAWA protects tenants and affiliated individuals of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on acts of violence against them.

### **23.1 VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA, notwithstanding the title of the statute, protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation), public housing residents have the following specific protections, which will be observed by the Greensboro Housing Authority:

An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Greensboro Housing Authority shall provide each applicant and resident a HUD prescribed Notice of Occupancy Rights and Certification form. It shall also be provided with any notice of eviction. In addition, the Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.

The Greensboro Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

GHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault, or stalking to family members or affiliated individuals without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member or affiliated individual is not a signatory to the lease. Under VAWA, the Greensboro Housing Authority is granted the authority to bifurcate the lease. The VAWA victim must be the one who retains the assistance.

If the remaining tenant cannot establish eligibility, Greensboro Housing Authority will provide the tenant 30 days to find new housing or establish eligibility under another covered housing program.

GHA will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual



assault, or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Greensboro Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by GHA. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of GHA’s written request for verification.

**23.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

The Greensboro Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. Requirement for Verification.** The law allows, but does not require, the Greensboro Housing Authority to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. GHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by GHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

- 1. HUD-approved form-** By providing to GHA a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence,

dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator, only if the name of the perpetrator is safe to provide and is known to the victim.

2. ***Other documentation*** - by providing to the Greensboro Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
  3. ***Police or court record*** – by providing to GHA a Federal, State, tribal, territorial, or local law enforcement or court record describing the incident or incidents in question.
- B. *Time allowed to provide verification/failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by GHA to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
- C. *Managing conflicting documentation.*** In cases where the Greensboro Housing Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Greensboro Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made.

GHA shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

### 23.3 CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding; or
- C. Otherwise required by applicable law.

An emergency transfer to another available and safe dwelling under a covered housing program may be available to a tenant if the tenant requests a transfer, and either the tenant reasonably believes he or she is threatened with imminent harm from further violence if he or she remains in the unit or, if the tenant is a sexual assault victim, and the sexual assault occurred on the premises during the 90 day period preceding the transfer request.

The Greensboro Housing Authority shall provide its residents notice of their rights under VAWA including their right to confidentiality and the limits thereof.

### 24.0 ABANDONMENT

The Greensboro Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Greensboro Housing Authority representative may enter the unit and inventory the personal property. GHA will maintain the personal property in the unit for a period of 10 days; if the property is not claimed, it will be disposed of in accordance with state law.

### 25.0 RETURN OF SECURITY DEPOSIT

After a family moves out, the Greensboro Housing Authority will return the security deposit within thirty (30) calendar days and 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.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Greensboro Housing Authority 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 30 calendar days.

## **26.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### **26.1 PURPOSE**

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of GHA, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

### **26.2 CONFLICT OF INTEREST**

In accordance with 24 CFR 982.161, neither GHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with GHA or for one year thereafter:

- A. Any present or former member or officer of GHA (except a participant commissioner);
- B. Any employees of GHA or any contractor, subcontractor or agent of GHA who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to GHA programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to GHA and HUD.

The Conflict of Interest prohibition under this section (26.2) may be waived by the HUD Field Office upon the request of GHA for good cause.

**26.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

**26.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in GHA's Personnel Policy.

**27.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Greensboro Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Greensboro Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Greensboro Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence.
- E. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **28.0 ANTI-FRAUD POLICY**

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

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

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

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Greensboro Housing Authority deems appropriate.

## **29.0 BED BUG POLICY**

The Greensboro Housing Authority recognizes the potential problems that can arise out of bedbug infestations in public housing. Accordingly, the Greensboro Housing Authority adopts this policy in an effort to minimize bedbug infestations in its public housing, Housing Choice Voucher Program, and other owned affordable housing.

### ***29.1 HOUSING AUTHORITY'S RESPONSIBILITIES***

The Greensboro Housing Authority shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.

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The Greensboro Housing Authority shall make efforts to educate new and existing residents on methods that may be utilized in order to prevent and detect bedbugs. Such efforts may include written handouts distributed to all residents and public workshops for residents to attend (See sample handout attached to this policy).

The Greensboro Housing Authority will keep a qualified pest control company under contract so they can be called on an “as needed” basis if internal staff is inadequate to deal with a bedbug infestation.

The Greensboro Housing Authority shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times and places of such reports or incidents.

### **29.2 INSPECTION OF UNIT**

If a resident reports the existence of bedbugs in his or her unit, the Greensboro Housing Authority shall within 24 hours make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed.

Following a report of bedbugs, the Greensboro Housing Authority or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bedbugs are present.

It is critical that inspections be conducted by trained staff or third-party professionals. Low level infestations may escape visual detection.

For this reason, multiple detection tools, such as monitors containing attractants and canine detection may be utilized. The inspections shall occur within three business days of the resident report when possible.

The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment in a duplex or surrounding apartments consisting of the units above, below, left and right in a multifamily building if these units exist.

If the initial inspection confirms the presence of bedbugs, the Greensboro Housing Authority will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents. The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible.

Residents should be advised that treatment may take several weeks and possibly several applications.

If an infestation is suspected but cannot be verified, the Greensboro Housing Authority will re-inspect the unit(s) periodically over the next several months.

If licensed pest control companies are unattainable within three calendar days, the Greensboro Housing Authority shall retain documentation of the efforts to obtain qualified services.

## **30.0 PRIVACY**

The Greensboro Housing Authority is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

## **31.0 NON-SMOKING POLICY**

### **INTRODUCTION**

The U.S. Department of Housing and Urban Development (HUD) has encouraged the adoption of the smoke-free policies for the past several years. In 2009 and 2012, HUD's Office of Public and Indian Housing issued Notice PIH 2009-21 and PIH 2012-25 stating HUD "strongly encourages Public Housing Authorities (PHAs) to implement non-smoking policies in some or all of their public housing units." HUD published new rule that require that all Housing Authority properties become smoke free no later than eighteen (18) months from the effective date of the rule, February 3, 2017. HUD emphasizes that the Final Rule, unlike previous HUD guidance on smoking, is not optional or merely a recommendation but require full compliance, with effective policy amendments and executed lease, no later than 2018. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects in neighboring families. HUD issued in the Federal Register commence the public comment process – Department of Housing, 24 CFR Parts 965 and 966, Docket No. FR5597-F-03, RIN 2577-AC97. The Final Rule would require each public housing agency (PHA) administering public housing to implement a smoke-free policy. Specifically, this rule proposes that no later than 18 months from the effective date of the final rule, each PHA must implement a "smoke-free" policy banning the use of tobacco products in all public housing living units, indoor common areas in public housing, and in PHA administrative buildings. A major reason that HUD is committed to encouraging public housing authorities ( PHAs) and property owners/agents of subsidized or market rate multifamily to implement smoke-free policies, is that the movement of secondhand smoke between units cannot be controlled in multifamily buildings. HUD also supports smoke-free policies because of the known health effects of secondhand smoke, increased risk of fire and



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increased maintenance cost. Greensboro Housing Authority has determined that for the benefit and well-being of the residents, guest, employees and all who visit any GHA owned properties or facilities. Effective May 2018, all Greensboro Housing Authority (GHA) properties, which includes all current residents, all new residents, all GHA employees, vendors, all guest and other individuals under resident's control will be prohibited from smoking and use of tobacco products on all GHA properties which includes dwelling units, housing development community centers, and the housing developing grounds by tenant(s), guest(s) or Invitee(s).

Copies of this policy shall be distributed to all current leaseholders, tenants, residents, new residents, applicants, and employees.

### **DEFINITIONS:**

**Smoking:** The term "smoking" means but not limited to lit and inhaled, exhaling, breathing, burning, carrying tobacco, K-2/spice, and marijuana, in any form including cigarettes, any lighted cigar, cigarette, pipes, and hookah other tobacco products, or similar lighted smoking materials in any manner or in any form including all electronic cigarette, incense products or vapor products, commonly referred to as "e-cigarettes". In addition, "use of tobacco products", also includes snuff/chew.

**Electronic Cigarettes:** The term "electronic cigarettes" means any electronic device that provides a vapor or aerosol of liquid nicotine and /or other substances to the user as s/he simulates smoking. The term shall include all such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-hookah, or under any other product name.

The term "leaseholder" "resident" and "tenant" shall refer to any entity or person(s) who have signed a lease agreement leasing a housing unit from any Greensboro Housing Authority owned properties. Tenant(s) is a party to a written Lease with the GHA. Members of Tenant's family and/or household are named in the Lease Agreement.

### **IMPLEMENTATION**

Effective May 1, 2018, the Greensboro Housing Authority has adopted a new Tobacco/Smoke-Free policy, 18 months after date of publication in the Federal Register. This HUD mandated Final Rule, unlike previous HUD guidance on smoking, is not optional or merely a recommendation but require full compliance, with effective policy amendments and executed lease by May 2018. During the first \_\_\_\_\_ (number of days) following the implementation of the smoke-free policy, residents, visitors, and employees will be issued a verbal and written reminder of the new policy, and will be offered resources to assist them in quitting smoking, should they so desire. The Greensboro Housing Authority will make available for public comment a draft of the Tobacco/Smoke-Free Housing Policy. The 30-day Public Comment Period will begin on \_\_\_\_\_, Month, 2018 and end on Day, Month 30, 2018. The proposed policy will be available for review at the Housing Development Management Offices.

### **SMOKING SHALL NOT BE PERMITTED:**

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By any person including all current residents, all new residents, all GHA employees, vendors, all guests and other individuals under resident's control on any Greensboro Housing Authority owned properties. This includes dwelling units, housing development community centers, and the housing development grounds

### **RULE AND REGULATIONS**

All leaseholders, residents and tenants of housing units, live-in residents, roommates or occupants of those housing units and their guests, agents, vendors, employees and invitees must abide by the following rules and regulations:

1. Smoking and the use of Tobacco products shall not be permitted anywhere on any property owned by Greensboro Housing Authority, including but not limited to, individual apartments or housing units, balconies and patios attached or a part of those housing units and including all common areas such as entryways, hallways, restrooms, elevators, stairways, landings, laundry rooms, yard, other common areas and parking lots.
2. Enforcement procedures will include formal notices of violation and notices of lease termination and eviction. That is, violation of the no-smoking policy by the leaseholder, resident or tenant or by any of his or her guests, live in residents, invitees, agents, vendor, or employees may be treated as a material breach of the tenant's lease agreement and enforced in accordance with the notice and termination procedures that apply to the lease or rental agreement of the particular leaseholder, resident or tenant who have themselves violated or who are responsible for those who have violated the no-smoking policy. "No Smoking" signs will be posted outside and inside of the building.
3. Leaseholder, residents and tenants are responsible for ensuring that all other live-in residents, guests, invitees, agents, and employees of the housing unit for which the leaseholder, resident or tenant is responsible are made aware of and comply with this policy.
4. If leaseholders or residents smell tobacco in any place on the property, they are to report this to the management office in writing as soon as possible. Management will endeavor to seek the source of the smoke and take appropriate action.
5. Failure to comply with any of the rules or regulations contained in this policy will be considered a material lease violation as set forth below and subject to all leasehold remedies including, but not limited to lease termination, eviction and damages which may include the cost to clean items discolored and/ or which contain the odor of smoke including, but not limited to carpets, blinds and walls or the cost of repair burns marks and remove cigarette butts or residue.

### **Lease Violations:**

1. First Violation – verbal warning issued & resident issued Smoke-Free housing resources materials and provided information on the NC Quit line

and local cessation resources.

2. Second Violation – written warning issued, meeting with property manager, letter documenting the first informal meeting, reiterating the smoke-free policy and advising the resident of further consequences, delivery of resident with Smoke-Free housing resources materials, provided information on the Quit line and local cessation resources.
3. Third Violation – written warning issued and conference with resident by the property manager, including a written agreement acknowledging their understanding of the policy to be signed by the resident. In addition, resident provided with Smoke-Free housing resource materials, provided information on the NC Quit line and local cessation resources.
4. Fourth Violation – Thirty (30) day lease termination Notice. Resident/Tenant (s) will be responsible for any and all damages (s) caused in violation of this policy.

**Reasonable Accommodations:**

*In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act provides the participant the right to seek a reasonable accommodation, including accommodation from an eligible participant must at least be considered, and granted in appropriate circumstances. To assist PHAs, HUD will work with its Office of Fair Housing and Equal Opportunity to develop guidance on accommodating persons with a disability related to smoke-free policies. The guidance will be informed by comments on the proposed rule and issued in advance of the final rule on a case by case basis. PHAs may require that all remaining leases be amended, or may establish their own schedule for lease amendments. PHAs would be required to follow the PIH administrative grievance procedures during enforcement of their smoke-free housing policies.*

**COMMUNICATION OF POLICY**

This policy shall be communicated by the property manager to all current leaseholders, residents and employees of the Greensboro Housing Authority at least ninety (60) days prior to its effective date, including thirty (30) days of a soft implementation period, and at the time of employment for all new employees, and prior to admission and /or prior to the signing of a lease for any new leaseholder or resident.

- a. New leaseholders shall be given two (2) copies of the policy. After review, the leaseholder must sign one copy and return the executed copy to the property manager prior to moving in. The property manager shall place the signed copy in the leaseholder's file.

- b. Upon adoption of the policy, all persons whose name are on a lease of a housing unit owned by Greensboro Housing Authority shall be given two copies of the policy by property manager. After review, all such persons must sign one copy and return the executed copy to the property manager within ten (10) days. The property manager shall place the signed copy in the leaseholder/resident/tenant's file. In the event that any such person fails or refuses to sign his or her confirmation that he or she has read, understood and agrees to comply with the provisions of the Greensboro Housing Authority no-smoking policy, the Greensboro Housing Authority will, nevertheless, be entitled to assume and understand that every such leaseholder read, understood and agreed to comply with the no-smoking policy.
  
- c. Residents will be advised of any available resources to assist them to quit smoking, should they so desire, including educational classes on site or in the community, as well as access to the toll-free NC Quitline or other resources as appropriate.

**Complaints.**

If leaseholder or resident witnesses someone smoking or smells tobacco smoke in any place within the interior of any Greensboro Housing Authority owned properties or witnesses someone smoking on the grounds, the leaseholder or resident should report the violation or the odor to the property manager in writing as soon as possible.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement. The 50058s must be submitted to HUD no later than 60 days from the effective date of actions recorded in Line 2b.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

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

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated Individual:** with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Bifurcate:** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Business Days:** Days the housing authority is open for business.

**Ceiling Rent:** Maximum rent allowed for some units in public housing developments under the income method of calculating rent.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

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

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**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.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

**Dating Violence:** Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.



**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head (including co-head), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a

spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly/Disabled Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Employment:** Employment for admission preference purposes is defined as:

Employment must be current and have lasted a minimum of 365 calendar days prior to the time the preference is claimed. The employment must provide a minimum of 30 hours of work per week for the family member claiming the preference

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to (1) a family if the

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head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

**Extremely low-income families:** Those families whose incomes do not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - b. An elderly family;
  - c. A near-elderly family;
  - d. A disabled family;
  - e. A displaced family;
  - f. The remaining member of a tenant family; and
  - g. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**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.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority based on a HUD mandate that it be set at not less than 80% of the FMR, adjusted for tenant-paid utilities. PHAs have the flexibility to conduct reexaminations of family income once every three years instead of annually for families that choose to pay the flat rent. The flat rent amount a family pays is not locked in for the three-year period. Instead, the PHA must revise the flat rent amount from year to year based on the findings of the PHA's rent reasonableness analysis and changes to the FMR.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gender Identity:** Actual or perceived gender-related characteristics.

**Guest:** Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Homeless (as defined for 50058 reporting purposes):** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by a charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Or

Any individual or family who:

- a. Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, Stalking, or other dangerous life-threatening conditions that related to violence against the individuals or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

**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.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**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.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

**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).

**Income Method:** A means of calculating a family's rent based on the greater of 10% of

their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is not a party to the lease.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has

retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of 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. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family 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 therefor. 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. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Participant:** A family or individual that is assisted by the public housing program.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person



whose disability is based solely on any drug or alcohol dependence.

**Personally Identifiable Information (PII):** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

**Premises:** for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**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 established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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

**Sexual assault:** any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Sexual Orientation:** Homosexuality, heterosexuality, or bisexuality.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though

the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

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

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **XXX (XXX)** calendar days, the Housing Authority must agree to the absence.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

**Tuition:** The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For section 8 programs only, PHAs must include amounts of financial assistance an

individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income

- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**VAWA:** The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Arrest alone is not sufficient evidence of criminal activity.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for

Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurring, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.



**Acronyms**

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment