



HOUSTON HOUSING AUTHORITY FY 2024

PART IV: PUBLIC HOUSING ADMISSIONS & CONTINUED OCCUPANCY POLICY

CONTENTS:

- ❖ Public Housing ACOP: Summary of Revisions
- ❖ Public Housing Admissions and Continued Occupancy Policy (ACOP) (version showing changes/mark-up)

Summary of Admissions and Continued Occupancy Policy (ACOP) Changes
July 2023

	Source	Existing ACOP	Proposed ACOP
Chapter I: Overview of the Program & ACOP			
1.	<ul style="list-style-type: none"> Notice PIH 2020-13 & Successor Notices 	<ul style="list-style-type: none"> F. Cares Act Waiver 	<ul style="list-style-type: none"> Removed as the waivers have expired.
2.	<ul style="list-style-type: none"> Housing Opportunity Through Modernization Act of 2016 – Final Rule (HOTMA Final Rule) 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds section introducing the Housing Opportunity through Modernization Act (HOTMA) Final Rule and related guidance. HHA is awaiting further guidance from HUD regarding the implementation of the HOTMA provisions and related requirements. HHA will update the Plan and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. HHA will comply with the HOTMA Final Rule and all requirements, with the exception of policies that have been waived by HHA pursuant to an authorized and approved MTW Activity.
Chapter II: Fair Housing & Equal Opportunity			
3.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> Chapter XVIII, Section D. Language Assistance Plan & Limited English Proficiency Policy 	<ul style="list-style-type: none"> Moves the section on Language Assistance Plan & Limited English Proficiency Policy to Chapter II.
4.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> Chapter XVIII, Reasonable Accommodations 	<ul style="list-style-type: none"> Adds reference to Reasonable Accommodations Appendix.
5.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds reference to the Violence Against Women Act (VAWA) Policy Appendix.
Chapter III: Eligibility for Admission and Processing of Applications			
6.	<ul style="list-style-type: none"> 24 CFR 960.203 Notice PIH 2018-18 Notice PIH 2018-24 	<ul style="list-style-type: none"> B. Qualifying for Admission 	<ul style="list-style-type: none"> Adds/revises policy to include regulatory requirements for admission, links to further information.
7.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> F. Removing Applicants from the Waiting List 	<ul style="list-style-type: none"> Removes allowance for hearings for removal from waiting list and removed some reasons for removal.
8.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> G. Withdrawing an Application from the Waiting List 	<ul style="list-style-type: none"> Revises the list of circumstances under which an applicant's name may be removed from the waiting list to clarify it can be removed for non-responsiveness by the applicant, and to clarify there are no informal hearing rights for this removal.
9.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> H. Rejecting an Application for Public Housing 	<ul style="list-style-type: none"> Revises language for consistency and clarifies that persons who are denied admission are eligible for an informal hearing if requested by the family.
10.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> I. Applicant's Right to Informal Hearing 	<ul style="list-style-type: none"> Revises language for clarity on applicability.

	Source	Existing ACOP	Proposed ACOP
			<ul style="list-style-type: none"> Adds information on submission of requests and on issues specific to virtual hearings.
11.	<ul style="list-style-type: none"> HHA 24 CFR 960.206 	<ul style="list-style-type: none"> K. The Preference System 	<ul style="list-style-type: none"> Adds preference for Non-Public Housing Over-Income (NPHOI) families who remain in their unit to have a preference for admission upon reapplying to and being found eligible for admission to the public housing program.
12.	<ul style="list-style-type: none"> 24 CFR 960.201 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds language describing income eligibility to the public housing program.
13.	<ul style="list-style-type: none"> 24 CFR 5.618 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds language under the HOTMA Final Rule that restricts families from receiving public housing assistance if their net family assets exceed \$100,000 (as adjusted annually) or if the family owns real property deemed suitable for the family to live in. Further updates to this section may be required once additional HOTMA implementation guidance is provided by HUD.
Chapter VI: Leasing			
14.	<ul style="list-style-type: none"> Section 103 of the Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds language concerning leasing and security deposit requirements for NPHOI families.
Chapter VII - Verification			
15.	<ul style="list-style-type: none"> Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> H. Verification of Assets 	<ul style="list-style-type: none"> Adds link to updated definition of <i>net family assets</i> as revised under HOTMA. Adds link to section on limitations on assets set forth under HOTMA.
Chapter VIII – Determining Income and Adjusted Income			
16.	<ul style="list-style-type: none"> 24 CFR 5.609 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> A. Annual Income Inclusions 	<ul style="list-style-type: none"> Updates definition of annual income to match regulations effective upon implementation of HOTMA.
17.	<ul style="list-style-type: none"> 24 CFR 5.609 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> B. Annual Income Exclusions 	<ul style="list-style-type: none"> Updates types of income to be excluded from annual income per regulatory changes effective upon implementation of HOTMA
18.	<ul style="list-style-type: none"> HOTMA Final Rule 	<ul style="list-style-type: none"> F. Asset Income 	<ul style="list-style-type: none"> Adds links to the revised definition of Net Family Assets under HOTMA and to the section on limitations on assets.
19.	<ul style="list-style-type: none"> HOTMA Final Rule 	<ul style="list-style-type: none"> G. Passbook Savings Rate 	<ul style="list-style-type: none"> Removed this section, as HHA will use the HUD-established passbook rate upon implementation of HOTMA.
20.	<ul style="list-style-type: none"> 24 CFR 5.617 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> H. Earned Income Disallowance 	<ul style="list-style-type: none"> Adds language about the discontinuance of this regulatory requirement.
21.	<ul style="list-style-type: none"> HOTMA Final Rule 	<ul style="list-style-type: none"> I. Calculating Annual Income 	<ul style="list-style-type: none"> Adds language for potential income calculation changes under HOTMA

	Source	Existing ACOP	Proposed ACOP
			(pending HUD guidance). <ul style="list-style-type: none"> Further updates to this section may be required once additional HOTMA implementation guidance is provided by HUD.
22.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> K. Dependent Deduction 	<ul style="list-style-type: none"> Updates regulatory language concerning the dependent deduction.
23.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> L. Elderly/Disabled Family Deduction 	<ul style="list-style-type: none"> Updates regulatory language concerning and amount of the elderly/disabled deduction.
24.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> M. Medical Expense Deduction 	<ul style="list-style-type: none"> Updates the health and medical care expense deduction per HOTMA.
25.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> N. Disability Expense Deduction 	<ul style="list-style-type: none"> Updates the disability assistance expense deduction per HOTMA.
26.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> O. Child Care Expense Deduction 	<ul style="list-style-type: none"> Per regulatory change, removes <i>looking for work</i> as an activity eligible for the child care expense deduction. Adds link to section on hardships for family claiming a hardship due to this change.
Chapter IX: Tenant Rent– Control & Excluded Group			
27.	<ul style="list-style-type: none"> Section 103 of the Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> F. Over-Income Families 	<ul style="list-style-type: none"> Removes text and adds link to new section on Alternative Rent for NPHOI Families.
Chapter X: Tenant Rent– Tiered Rent Only			
28.	<ul style="list-style-type: none"> Section 103 of the Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> D. Over-Income Families 	<ul style="list-style-type: none"> Removes text and adds link to new section on Alternative Rent for NPHOI Families.
Chapter XI: Over-Income Families			
29.	<ul style="list-style-type: none"> Section 103 of the Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds new chapter to address the Final Rule concerning over-income families in public housing. Includes information about notification and reporting requirements; NPHOI families; and alternative rent for NPHOI families.

	Source	Existing ACOP	Proposed ACOP
			<ul style="list-style-type: none"> Includes language that allows for families to be over-income for 36 (rather than 24) consecutive months, upon approval from HUD for an anticipated MTW Supplement.
Chapter XII: Hardship Policies			
30.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds section on hardships concerning the change in the medical expense and disability assistance expense deduction from a threshold of 3 percent to 10 percent of the family's annual income.
31.	<ul style="list-style-type: none"> 24 CFR 5.611 (upon implementation of HOTMA) 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds section on hardships concerning the change in the child care expense deduction removing <i>looking for work</i> as an eligible activity for the expense.
XIV: Community Service			
32.	<ul style="list-style-type: none"> Section 103 of the Housing Opportunity Through Modernization Act of 2016 	<ul style="list-style-type: none"> Eligible Participants 	<ul style="list-style-type: none"> Adds NPHOI family members as those exempt from the community service requirement.
XVI: Lease Termination Policies			
33.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> C. HHA-Initiated Lease Terminations 	<ul style="list-style-type: none"> Revises language for when a lease will be terminated. Removes language concerning the grievance procedure (redundant to following section), but notes that NPHOI families are not subject to the grievance procedure.
34.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> D. Notification Requirements 	<ul style="list-style-type: none"> Revises language about what the lease termination notice will include and what is considered a <i>reasonable period of time</i> concerning the notice.
35.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> G. Grievance Procedure for Tenants 	<ul style="list-style-type: none"> Adds language specifying that the grievance policy is not applicable to NPHOI families.
Appendix A: Definitions			
36.	<ul style="list-style-type: none"> HOTMA Final Rule 	<ul style="list-style-type: none"> Definitions 	<ul style="list-style-type: none"> Includes/revises definitions per regulatory changes under HOTMA.
Appendix B: Reasonable Accommodation Policy and Procedures			
37.	<ul style="list-style-type: none"> Fair Housing Act of 1968 	<ul style="list-style-type: none"> Chapter XVIII, Reasonable Accommodations 	<ul style="list-style-type: none"> Clarifies definition of reasonable accommodation/disability. Adds Administrative closure clarification. Removes examples of accommodation under each program. Updates review of accommodation from annual to biennial.

	Source	Existing ACOP	Proposed ACOP
			<ul style="list-style-type: none"> Revises verification requirements. Revises language concerning public housing transfers.
Appendix C: Violence Against Women Act (VAWA)			
38.	<ul style="list-style-type: none"> 24 CFR 5, Subpart L 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds updated VAWA policy to ACOP as an appendix.
Appendix D: Grievance Policy			
39.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> 1. Definitions 	<ul style="list-style-type: none"> Revises language defining <i>hearing officer</i>.
40.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> 2. Applicability 	<ul style="list-style-type: none"> Adds language specifying that the grievance policy is not applicable to NPHOI families.
41.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> 5. Formal Hearing 	<ul style="list-style-type: none"> Revises/simplifies the description of the hearing process.
42.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> 8. Procedures Governing the Formal Hearing 	<ul style="list-style-type: none"> Adds/revises the procedures for the hearing.
43.	<ul style="list-style-type: none"> HHA 	<ul style="list-style-type: none"> 9. Failure to Appear at the Hearing 	<ul style="list-style-type: none"> Adds language on rescheduling a hearing
Appendix H: Over-Income Limits for 2023			
44.	<ul style="list-style-type: none"> HUD 	<ul style="list-style-type: none"> Not in the current ACOP 	<ul style="list-style-type: none"> Adds current over-income limits and language about how the over-income limit is determined.
Miscellaneous			
45.	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> Various 	<ul style="list-style-type: none"> Non-substantive updates to language, phrasing, formatting, page numbering, etc.



HOUSTON

HOUSING AUTHORITY

FY 2024 ADMISSIONS AND CONTINUED OCCUPANCY POLICY

DRAFT DATE: JULY 12, 2023*

**Mark-up version – changes shown in alternate color font*

APPROVED BY HHA BOARD: TBD

TABLE OF CONTENTS – SUMMARY

I. OVERVIEW OF THE PROGRAM AND ACOP	1
II. FAIR HOUSING & EQUAL OPPORTUNITY	4
III. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS	8
IV. OCCUPANCY GUIDELINES	22
V. TENANT SELECTION AND UNIT ASSIGNMENT PLAN	24
VI. LEASING	27
VII. VERIFICATION	31
VIII. DETERMINING INCOME AND ADJUSTED INCOME	35
IX. TENANT RENT – CONTROL & EXCLUDED GROUPS	52
X. TENANT RENT: TIERED RENT ONLY	55
XI. OVER-INCOME FAMILIES	57
XII. HARDSHIP POLICIES	62
XIII. REEXAMINATIONS	75
XIV. COMMUNITY SERVICE	82
XV. TRANSFER POLICY	86
XVI. LEASE TERMINATION POLICIES	90
XVII. SECTION 8 NEW CONSTRUCTION: LONG DRIVE	94
XVIII. UTILITIES	97
APPENDIX A: DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES	A-1
APPENDIX B: REASONABLE ACCOMMODATION POLICY AND PROCEDURES	B-1
APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY	C-1
APPENDIX D: GRIEVANCE POLICY	D-1
APPENDIX E: LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY	E-1
APPENDIX F: TIERED RENT TABLE	F-1
APPENDIX G: FEDERALLY MANDATED INCOME EXCLUSIONS	G-1
APPENDIX H: OVER-INCOME LIMITS FOR 2023	H-1

TABLE OF CONTENTS

I.	OVERVIEW OF THE PROGRAM AND ACOP	1
A.	INTRODUCTION	1
B.	MOVING TO WORK DESIGNATION	1
C.	TIERED RENT POLICY	1
D.	PURPOSE OF THE ACOP	2
E.	MISSION OF THE HOUSTON HOUSING AUTHORITY	3
F.	HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016 (HOTMA).....	3
II.	FAIR HOUSING & EQUAL OPPORTUNITY	4
A.	NON-DISCRIMINATION	4
B.	COMPLYING WITH CIVIL RIGHTS LAWS	4
C.	PROVIDING INFORMATION TO FAMILIES	5
D.	LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY	5
E.	REASONABLE ACCOMMODATIONS.....	6
F.	VIOLENCE AGAINST WOMEN ACT (VAWA)	7
III.	ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS	8
A.	AFFIRMATIVELY FURTHERING FAIR HOUSING	8
B.	QUALIFYING FOR ADMISSION	8
C.	ESTABLISHING AND MAINTAINING THE WAITING LIST	8
D.	ADMINISTERING THE APPLICANT AND TRANSFER WAITING LISTS	9
E.	ORGANIZING THE APPLICANT WAITING LIST	9
F.	REMOVING APPLICANTS FROM THE WAITING LIST	9
G.	WITHDRAWING AN APPLICATION FROM THE WAITING LIST	10
H.	REJECTING AN APPLICATION FOR PUBLIC HOUSING.....	10
I.	APPLICANT’S RIGHT TO INFORMAL HEARING	11
J.	PROCESSING APPLICATIONS FOR ADMISSION	12
K.	THE PREFERENCE SYSTEM	13
L.	INCOME ELIGIBILITY	16
M.	INCOME TARGETING.....	16
N.	LIMITATIONS ON ASSETS	17
O.	DECONCENTRATION	18
P.	CONTINUOUSLY ASSISTED FAMILIES:	18
Q.	APPLICANT SCREENING CRITERIA	18
R.	QUALIFIED AND UNQUALIFIED APPLICANTS.....	20
IV.	OCCUPANCY GUIDELINES	22
V.	TENANT SELECTION AND UNIT ASSIGNMENT PLAN	24
A.	MAKING UNIT OFFERS TO TRANSFEREES AND APPLICANTS.....	24
B.	SHOWING UNITS PRIOR TO LEASING.....	25
C.	GOOD CAUSE REFUSALS	25
D.	ACCESSIBLE UNITS	25
VI.	LEASING	27
A.	GENERAL LEASING POLICY	27
B.	ADDITIONS TO AND DELETIONS FROM THE RESIDENT HOUSEHOLD AND HOUSEHOLD	28
C.	VISITORS.....	28
D.	SMOKING POLICY	28
E.	NPHOI LEASE REQUIREMENTS	29

VII. VERIFICATION	31
A. POLICY ON VERIFICATION	31
B. CONSENT TO RELEASE OF INFORMATION	31
C. GENERAL VERIFICATION REQUIREMENTS	31
D. SUBSTANTIAL DIFFERENCE	32
E. HIERARCHY OF VERIFICATION	32
F. AGE OF VERIFICATION DOCUMENTS	33
G. ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM	33
H. VERIFICATION OF ASSETS	34
VIII. DETERMINING INCOME AND ADJUSTED INCOME	35
A. ANNUAL INCOME INCLUSIONS.....	35
B. ANNUAL INCOME EXCLUSIONS	36
C. FULL-TIME STUDENT INCOME EXCLUSION	42
D. ADOPTION ASSISTANCE PAYMENT EXCLUSION.....	42
E. SEASONAL INCOME	42
F. ASSET INCOME.....	43
G. EARNED INCOME DISREGARD (EID) – ALL GROUPS.....	43
H. CALCULATING ANNUAL INCOME	45
I. ADJUSTED INCOME	47
J. DEPENDENT DEDUCTION.....	47
K. ELDERLY/DISABLED FAMILY DEDUCTION	48
L. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION	48
M. DISABILITY ASSISTANCE EXPENSE DEDUCTION	49
N. CHILD CARE EXPENSE DEDUCTION	50
P. FIXED-INCOME FAMILIES.....	50
IX. TENANT RENT – CONTROL & EXCLUDED GROUPS	52
A. OVERVIEW	52
B. TRANSITION TO OTHER MTW INCOME AND RENT POLICIES – CONTROL AND EXCLUDED GROUPS.....	52
C. TOTAL TENANT PAYMENT AND TENANT RENT – CONTROL AND EXCLUDED GROUPS	52
D. MINIMUM RENT – CONTROL AND EXCLUDED GROUPS	52
E. UTILITY REIMBURSEMENT - CONTROL AND EXCLUDED GROUPS	52
F. RENT FOR OVER-INCOME FAMILIES.....	53
G. FLAT RENTS.....	53
X. TENANT RENT: TIERED RENT ONLY	55
A. OVERVIEW	55
B. TRANSITION TO THE TIERED RENT MODEL	55
C. TOTAL TENANT PAYMENT & TENANT RENT: TIERED RENT	55
D. RENT FOR OVER-INCOME FAMILIES.....	56
E. MINIMUM RENT	56
F. UTILITY REIMBURSEMENT	56
XI. OVER-INCOME FAMILIES	57
A. NOTIFICATION REQUIREMENTS.....	57
B. NON-PUBLIC HOUSING OVER-INCOME FAMILIES	58
C. OVER-INCOME REPORTING REQUIREMENT	59
D. LEASING AND NON-PUBLIC HOUSING OVER-INCOME FAMILIES	60
E. ALTERNATIVE RENT FOR NPHOI FAMILIES	60
XII. HARDSHIP POLICIES	62

A.	HARDSHIP PROCESS	63
B.	HARDSHIP AT ENROLLMENT: DECREASE IN INCOME – TREATMENT GROUP ONLY	64
C.	HARDSHIP AT ENROLLMENT: INCREASE IN TTP DUE TO LOSS OF CHILD CARE EXPENSE DEDUCTION -TREATMENT GROUP ONLY.....	65
D.	REDUCTION IN INCOME HARDSHIP – TREATMENT GROUP ONLY	66
E.	HEALTH AND MEDICAL CARE EXPENSE AND/OR DISABILITY ASSISTANCE EXPENSE HARDSHIP – EXCLUDED AND CONTROL GROUPS ONLY 67	
F.	CHILD CARE EXPENSE HARDSHIP – TREATMENT GROUP ONLY.....	69
G.	CHILD CARE EXPENSE HARDSHIP – EXCLUDED AND CONTROL GROUPS.....	70
H.	FULL-TIME STUDENT HARDSHIP - TREATMENT GROUP ONLY	70
I.	ALTERNATIVE VERIFICATION HIERARCHY HARDSHIP – ALL GROUPS	71
J.	OTHER HARDSHIP – TREATMENT GROUP	72
K.	MINIMUM RENT HARDSHIP – ALL GROUPS	72
L.	FLAT RENT HARDSHIP – EXCLUDED GROUP ONLY	74
XIII. REEXAMINATIONS		75
A.	REGULAR RECERTIFICATION FREQUENCY	75
B.	PHASE-IN FOR THE EXCLUDED GROUP	75
C.	ELIGIBILITY FOR CONTINUED OCCUPANCY.....	75
D.	REMAINING HOUSEHOLD MEMBERS	75
E.	RECERTIFICATION OF FAMILIES ON FLAT RENTS.....	76
F.	ZERO INCOME FAMILIES – INCREASES IN INCOME.....	76
G.	SEASONAL INCOME	76
H.	NOTICE OF RENT ADJUSTMENT AND EFFECTIVE DATES.....	77
I.	REEXAMINATION AND PENDING LEASE TERMINATION	77
J.	INTERIM RENT ADJUSTMENTS	77
K.	CHANGES IN HOUSEHOLD COMPOSITION	78
L.	INTERIM INCREASES IN INCOME	79
M.	INTERIM RENT DECREASES	79
N.	INTERIM RENT INCREASES	79
O.	TIMING OF INTERIM RENT ADJUSTMENTS.....	79
P.	ADJUSTING RENT BETWEEN REGULAR REEXAMINATIONS	80
Q.	IMPUTED WELFARE INCOME AND INTERIM RECERTIFICATION	81
XIV. COMMUNITY SERVICE		82
A.	TRIENNIAL REEXAMS AND COMMUNITY SERVICE REQUIREMENT	82
B.	ELIGIBLE PARTICIPANTS.....	82
C.	ELIGIBLE COMMUNITY SERVICE ACTIVITIES	83
D.	ADMINISTERING COMMUNITY SERVICE POLICY	84
E.	REPORTING COMMUNITY SERVICE HOURS.....	84
XV. TRANSFER POLICY		86
A.	GENERAL TRANSFER POLICY.....	86
B.	TYPES AND PRIORITIES OF TRANSFERS.....	87
C.	ADMINISTRATIVE TRANSFERS	87
D.	EMERGENCY TRANSFERS	88
E.	ECONOMIC SELF-SUFFICIENCY INCENTIVE TRANSFERS	88
F.	PROCESSING TRANSFERS	88
G.	COST OF TRANSFERS.....	89
H.	REEXAMINATION AND MOVES.....	89
XVI. LEASE TERMINATION POLICIES		90
A.	GENERAL POLICY: LEASE TERMINATION	90
B.	RESIDENT-INITIATED LEASE TERMINATIONS.....	90
FY 2024 ACOP: TABLE OF CONTENTS		iii

C.	HHA-INITIATED LEASE TERMINATIONS	90
D.	NOTIFICATION REQUIREMENTS.....	91
E.	EVICTON ACTIONS.....	92
F.	RECORD KEEPING REQUIREMENTS	92
G.	GRIEVANCE PROCEDURE FOR TENANTS	93
XVII.	SECTION 8 NEW CONSTRUCTION: LONG DRIVE	94
A.	GENERAL POLICY: LEASE TERMINATION	94
B.	RESIDENT-INITIATED LEASE TERMINATIONS.....	94
C.	HHA-INITIATED LEASE TERMINATIONS.....	94
D.	NOTIFICATION REQUIREMENTS.....	94
E.	EVICTON ACTIONS.....	95
F.	RECORD-KEEPING REQUIREMENTS.....	96
XVIII.	UTILITIES	97
A.	RESIDENT-PAID UTILITIES.....	97
B.	EXCESS UTILITY CHARGES	97
C.	REASONABLE ACCOMMODATION	98
D.	INDIVIDUAL RESIDENT RELIEF FROM EXCESS UTILITY CONSUMPTION.....	98
	APPENDIX A: DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES	A-1
	APPENDIX B: REASONABLE ACCOMMODATION POLICY AND PROCEDURES	B-1
	APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY	C-1
	APPENDIX D: GRIEVANCE POLICY	D-1
	APPENDIX E: LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY	E-1
	APPENDIX F: TIERED RENT TABLE	F-1
	APPENDIX G: FEDERALLY MANDATED INCOME EXCLUSIONS	G-1
	APPENDIX H: OVER-INCOME LIMITS FOR 2023	H-1

I. OVERVIEW OF THE PROGRAM AND ACOP

A. Introduction

This Admissions and Continued Occupancy Policy (ACOP) is the policy of the Board of Commissioners of the Houston Housing Authority (HHA) governing Public Housing and Section 8 New Construction occupancy in property HHA owns. Policies contained in this ACOP can be revised only by Board resolution and, if the revision is significant, by amending the Annual Plan.

The ACOP is designed to be used with a series of Procedures referenced throughout the text in bold-face type. The procedures describe how this policy is carried out. Operational details, methods and systems are contained in procedures, rather than in this policy. HHA will issue new procedures when necessary. All procedures will be dated and numbered.

B. Moving to Work Designation

HHA entered into a Moving to Work (MTW) Amendment to the Annual Contributions with the United States Department of Housing and Urban Development (HUD). This MTW designation allows HHA to design and test innovative methods of providing housing and delivering services to low-income households in an efficient and effective manner.

HHA's participation in the expansion of the MTW demonstration is governed by the MTW Operations Notice for the Expansion of the Moving to Work Demonstration as it is issued as it and may be amended in the future, or any successor notice issued by HUD. As a participant in the MTW demonstration, HHA must operate in accordance with the express terms and conditions set forth in the MTW Operations Notice

The term of the amendment is for 20 years from the beginning of HHA's first full fiscal year following execution by HHA and HUD; or, until termination of the MTW amendment to the ACC, whichever is sooner.

As a participant in the MTW program, HHA is exempted from specific provisions of the Housing Act of 1937 (the Act) and its implementing regulations as specified in the MTW Operations Notice; however, HHA remains subject to all other applicable requirements including, but not limited to, those in Title 24 of the Code of Federal Regulations and Title 42 of the U.S. Code, Appropriations Acts.

HHA is part of MTW *Cohort #2* which involves a six-year evaluation of alternative rent policies designed to increase resident self-sufficiency and reduce administrative burdens. Under this activity, HHA will implement an income-based flat tiered rent model applicable to Public Housing program families who are randomly selected to participate in the MTW alternative rent evaluation initiative and assigned to the *Treatment* group.

C. Tiered Rent Policy

HHA, as part of MTW Cohort #2, is required to apply MTW policies to specific groups of randomly selected program participants; herein referred to as the Treatment group; and conversely, cannot apply

most MTW policies to other randomly selected participants, herein referred to as the Control group. Finally, HHA has discretion to apply certain MTW policies to a third group of participants outside of the Treatment and Control groups, herein referred to as the Excluded group. Outlined below are the definitions of the participants who make up each of the aforementioned groups. The Admin Plan will identify the policies and related group for which the policy is applicable. Where there is no policy distinction, the policy applies to all groups. Applicable households who are part of RAD conversions to PBV may be assigned to the treatment or control group.

1. **Treatment Group:** Non-elderly, non-disabled households who were randomly selected, during the initial 12 month enrollment period, to have their rent calculated using the HHA's required Tiered Rent policy. This includes randomly selected existing participants as well as applicable, randomly selected new admissions during the initial enrollment period.
2. **Control Group:** Non-elderly, non-disabled households who were randomly selected to have their rent calculated in accordance with standard Public Housing program regulations with no MTW waivers applied. Tiered Rent does not apply to individual in the control group.
3. **Excluded Group:** The following households are in the excluded group:
 - a. Head, Co-Head, Spouse 56 years of age or older
 - b. Head, Co-Head, Spouse is disabled.
 - i. Household must meet the HUD definition of "disabled household" to be excluded and may self-certify that they have applied for Social Security (disability) for the head, co-head or spouse.
 - c. Current FSS participants
 - d. Mixed eligibility families
 - e. Households receiving the Earned Income Disregard (EID)
 - f. Households living in developments that underwent a PBRA RAD conversion (not excluded if PBV conversion)
 - g. Households in phase-in period under RAD protections
 - h. Households who are not yet indicated as disabled according to HUD definition, but:
 - i. Have been approved to receive SSI/SSDI but have not yet received first payment
 - ii. Have a pending SSI/SSDI application in (applied recently and waiting to learn of approval status)

If a household is assigned to the tiered rent rules group but then subsequently becomes disabled (meets HUD definition of disabled) HHA can switch the household to the standard rent rules. Tiered rent does not apply to the excluded group.

~~Tiered rent does not apply to the excluded group.~~

D. Purpose of the ACOP

The ACOP is HHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, HUD requirements and HHA approved MTW policies. The ACOP also contains policies that support the objectives contained in the PHA's Agency Plan.

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD

handbooks and guidebooks, notices and applicable state and local laws.

E. Mission of the Houston Housing Authority

HHA's mission is to improve lives by providing quality, affordable housing options and promoting education and economic self-sufficiency.

~~F. Cares Act Waivers~~

~~On October 20, 2020, HHA's Board of Commissioners passed Resolution No. 3199. The resolution stated that the Houston Housing Authority Board of Commissioners authorizes the Interim President & CEO to negotiate, execute and make necessary changes and corrections to fully implement HUD waivers in accordance with HUD's PIH notice 2020-13 and successor notices. HHA maintained the authority to use these waivers through the expiration date established by HUD. Information on HHA's waivers can be found in prior ACOPs.~~

F. Housing Opportunity through Modernization Act of 2016 (HOTMA)

On February 14, 2023, the Department of Housing and Urban Development (HUD) published a Final Rule in the Federal Register implementing Sections 102, 103, and 104 of the Housing Opportunity through Modernization Act of 2016 (HOTMA). The provisions under Section 103 are discussed in this ACOP as they relate to public housing residents. The provisions under Sections 102 and 104 are to be effective January 1, 2024, unless otherwise modified by HUD.

As of the date of this ACOP, HHA is awaiting further guidance from HUD regarding the implementation of these provisions and related requirements. HHA has updated its policies throughout this ACOP to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this ACOP. HHA will update this ACOP as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. HHA will comply with the HOTMA Final Rule and all requirements, with the exception of policies that have been waived by HHA pursuant to an authorized and approved MTW Activity.

II. FAIR HOUSING & EQUAL OPPORTUNITY

A. Non-Discrimination

The Authority affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are “least likely to apply”.

The Authority will not discriminate against any applicant, participant, or landlord because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, sexual orientation, gender identity, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The Authority will not deny any family the opportunity to apply for housing (when its waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Complying with Civil Rights Laws

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Houston Housing Authority (HHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
2. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; Executive Order 11063,
3. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
4. Age Discrimination Act of 1975;
5. Titles II and III of the Americans with Disabilities Act of 1990, otherwise Section 504 of the Rehabilitation Act, and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units.);
6. Violence Against Women Reauthorization Act of 2013 (VAWA);
7. Other equal opportunity provisions listed in 24 CFR 5.105;
8. Any applicable State laws or local ordinances.

HHA will not discriminate because of race, color, sexual orientation, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under HHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

HHA will not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried

parents or families whose head of household or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

HHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

HHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in Public Housing program.
2. Provide housing that is different from that provided to others.
3. Subject anyone to segregation or disparate treatment.
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Steer an applicant or participant toward or away from a particular area based any of these factors.
7. Deny anyone access to the same level of services.
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
9. Discriminate in the provision of residential real estate opportunities.
10. Discriminate against someone because they are related to or associated with a member of a protected class.
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

C. Providing Information to Families

1. HHA will ensure that families are aware of all applicable civil rights laws. HHA will provide information to applicant families about civil rights requirements

Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by HHA, the family should advise HHA.
2. HUD requires HHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, the Authority will provide information to applicants and participants regarding housing discrimination complaints. Information includes referrals to the City of Houston's Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through the Gulf Coast Legal Foundation and the Harris County Dispute Resolution Center.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

D. Language Assistance Plan & Limited English Proficiency Policy

The Houston Housing Authority (HHA) is committed to ensuring equal access to its programs and services

by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

HHA's Language Assistance Plan defines HHA's approach to ensuring Title VI compliance with respect to LEP persons. HHA will periodically review and update this policy to ensure continued responsiveness to community needs and compliance with Title VI.

Further detail is available in the Language Assistance Plan. See Appendix C: **LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY**~~LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY~~.

E. Reasonable Accommodations

Please see the appendix, **REASONABLE ACCOMMODATION POLICY AND PROCEDURES**~~REASONABLE ACCOMMODATION POLICY AND PROCEDURES~~.

Policy Statement

~~The Houston Housing Authority ("Housing Authority") is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide the accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.~~

~~A copy of the Housing Authority's Reasonable Accommodation Policy ("Policy") shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at www.housingforhouston.com.~~

Legal Authority

~~This Policy is in compliance with the statutory authority listed below:~~

- ~~— Section 504 of the Rehabilitation Act of 1973 (Section 504);~~
- ~~— Titles II and III of the Americans with Disabilities Act of 1990 (ADA);~~
- ~~— The Fair Housing Act of 1968, as amended (Fair Housing Act);~~
- ~~— The Architectural Barriers Act of 1968; and~~
- ~~— 24 C.F.R. Part 8 etc.~~

Monitoring

~~The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:~~

Legal Compliance Officer 2640 Fountain View Drive
Houston, Texas 77057
Phone: (713) 260-0353 • Fax: (713) 260-0376
TTY: (713) 260-0547

Each housing applicant shall be provided with a copy of either the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

— Language Assistance Plan & Limited English Proficiency Policy

The Houston Housing Authority (HHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

HHA's Language Assistance Plan defines HHA's approach to ensuring Title VI compliance with respect to LEP persons. HHA will periodically review and update this policy to ensure continued responsiveness to community needs and compliance with Title VI.

Further detail is available in the Language Assistance Plan. See Appendix C: **LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY.**

F. Violence Against Women Act (VAWA)

Please see the appendix, **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**~~VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY.~~

III. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

A. Affirmatively Furthering Fair Housing

HHA will affirmatively further fair housing by marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The affirmative marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs and characteristics of families on the waiting list. HHA will review these factors regularly to determine the need for and scope of affirmative marketing efforts. All affirmative marketing efforts will include outreach to those least likely to apply. The method used for Affirmative Fair Housing Marketing is described in Procedure on Affirmative Marketing.

B. Qualifying for Admission

HHA policy will admit **only** applicants who are qualified according to all the following criteria:

1. Are a family, as defined under Appendix A, DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES ~~DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES~~, in this ACOP
2. Meet HUD requirements on citizenship or immigration status.
3. Have an Annual Income (as defined in the Annual Income Inclusions ~~Annual Income Inclusions~~ ~~Section IX~~ of this document) at the time of admission that does not exceed the income limits per household size (see Income Eligibility ~~Income Eligibility~~), posted in HHA offices
- 3-4. Not have disqualifying assets as outlined in the Limitations ~~Limitations~~ section of this document.
5. Disclose and provide documentation of Social Security numbers for all household members who are U.S. citizens/nationals or who contend eligible noncitizen status.
 - a. Household members may not change their citizenship status in order to avoid complying with disclosing or documenting their Social Security number.
6. Consent to HHA's collection and use of family information as provided for in HHA-provided consent forms.
7. Not currently be receiving a duplicative subsidy.
- 4-8. Meet the Applicant Selection Criteria outlined in this ACOP, including completing a HHA approved pre-occupancy orientation session.
- 5-9. No household larger than 10 people may be admitted. This is due to the fact that HHA's developments do not include bedrooms beyond five bedrooms. Therefore, households with more than 10 people would exceed the occupancy standards of no more than two persons per bedroom.

Applicants who are listed as a head of household or spouse of a head of household on a current HHA Public Housing lease are not qualified for admission, but may qualify for a transfer to non-mixed-finance public housing properties will be managed and overseen by HHA's Occupancy Department.)

C. Establishing and Maintaining the Waiting List

1. HHA and or its designated representative will administer waiting lists as required by HUD's

regulations and its **Procedure on Selection from the Waiting List**. HHA's site-based waiting lists will be opened and closed in accordance with HHA's **Procedure on Opening and Closing Waiting Lists**.

2. HHA may open or close waiting lists for specific bedroom sizes and/or types of units based on agency needs.
3. HHA may utilize lottery or other methods to when opening a waiting list in accordance with applicable HUD and project-specific funding requirements.
4. HHA will periodically update each waiting list by contacting all applicants ~~consistent with the~~, in additional to courtesy phone calls, in accordance with HHA's **Procedure on Updating the Waiting List**.
5. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted in accordance with HHA's **Procedure on Selection from the Waiting List**.

D. Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer to non-mixed-finance public housing properties will be managed and overseen by HHA's Occupancy Department. Waiting list management, transfers and compliance reviews will be maintained by the Occupancy Department office centrally. Offers may be made in writing from the central office or the development.

Applications for admission and transfer to mixed finance and Section 8 new construction developments will be processed and audited by HHA staff following the policies and procedures of HHA and HUD.

E. Organizing the Applicant Waiting List

HHA will maintain site-based waiting lists, with pre-admissions coordinated by HHA, which include the type and size of apartment needed, each applicant's priority/preference status, the application and/or applicant ID number, and the race and ethnicity of the household head.

Site-Based Waiting Lists

All properties have site-based waiting lists as do the Section 8 New Construction property (Long Drive and Telephone Road).

F. Removing Applicants from the Waiting List

Applicants shall be removed from the waiting list because:

1. They have been housed,
- ~~2. They have requested in writing that their names be removed,~~
- ~~3.2.~~ 2. Their applications have been withdrawn or rejected,
- ~~4. They have refused an offer of housing without good cause.~~

Removed Applicants will be sent notice in writing of their removal from the waiting list, ~~and their right to an informal hearing if requested in a timely manner. No notice or informal hearing is required following voluntary withdrawal of an application.~~

G. Withdrawing an Application from the Waiting List

1. HHA may ~~remove/~~withdraw an applicant's name from the waiting list under the following circumstances:
 - a. The applicant requests that the name be removed;
 - b. The applicant has failed to advise HHA of ~~his/her~~their continued interest in public housing during the waiting list update. This includes failing to notify HHA of any changes in family status, preference status, and/or address;
 - c. The applicant has failed to respond to a request from HHA or mail to the applicant is returned by the Post Office. HHA will make reasonable efforts to contact the applicant to update the waiting list, but if contact is unsuccessful, the applicant's name may be withdrawn. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address will constitute documentation of reasonable efforts to contact the applicant; HHA has made reasonable efforts to contact the applicant to update the waiting list, but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant;
 - d. The applicant fails to respond to a scheduled interview or request for additional information by the required due date. The property will make reasonable efforts, including courtesy phone calls and written notice, to contact applicants in an effort to obtain information necessary to complete the application process. Documentation of at least three attempts to contact the client by phone will constitute reasonable effort.~~The property has made reasonable efforts, including courtesy phone calls and a written notice, to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond by the required due date. Documentation of at least three attempts to contact the client by phone will constitute reasonable effort.~~

~~When an applicant fails to keep a scheduled interview with HHA and/or its representative.~~

2. HHA may consider mitigating circumstances such as health problems or situations beyond the control of the applicant in determining whether the application should be withdrawn.
- ~~3.~~ If the reason an applicant with disabilities did not respond to HHA's attempts to contact him/her is related to the disability, HHA should, as a reasonable accommodation, reinstate the applicant in the former position on the waiting list.

3. Applicants who are withdrawn from the waiting list have no informal hearing rights.

H. Rejecting an Application for Public Housing

1. HHA may reject an application and thus remove an applicant's name from the waiting list under the following circumstances:

- a. The applicant is ~~no longer~~ ineligible for public housing;
- b. The applicant fails to pay an outstanding balance owed to HHA within 14 business days from when they are notified;
- c. The applicant fails to meet the screening criteria requirements;
- d. The applicant fails to complete the Pre-Occupancy Orientation;
- ~~d.e. HHA does not have an appropriate size and type of unit;~~
- e.f. The applicant is unable to obtain service by the utility supplier; or
- ~~f. The applicant fails HHA's screening because of a documented tenant history of:~~
- g. Previous removal from the waiting list within the last 12 months;
- h. Determination by HHA of inability or unwillingness to comply with the terms of the PHA's lease;
- i. Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent; and/or-
- j. The applicant Refuses a Unit Offer without good cause.

2. Applicants who have their application rejected may be eligible for an informal hearing if requested timely.

I. Applicant's Right to Informal Hearing

1. An applicant whose se application is rejected ~~is removed~~ from the waiting list in accordance with this section may request an informal hearing before an impartial Hearing Officer.
 - a. A request for an informal hearing must be made in writing and received by ~~the PHO office~~HHA no later than ~~fourteen (14)~~fifteen (15) calendar days after the date of the application denial letter.
 - b. Requests may be submitted in one of the following ways:
 - (1) Via email to informalhearing@housingforhouston.com;
 - (2) Via hand-delivery to HHA's office at 2640 Fountain View Dr.;
 - (3) Via fax to (713) 260-0808; or
 - (4) Via first class mail to:
Houston Housing Authority
Attn: Legal Department
2640 Fountain View Drive
Houston, TX 77057
 - a.c. An informal hearing appointment notice will be sent to the applicant at their address of record.
 - ~~b.d.~~ An applicant may request to reschedule the informal hearing, but such request must be made in writing and received by the PHO office no later than 48 hours before the scheduled hearing.

~~e.e.~~ The Hearing Officer will issue a written decision within two (2) weeks of the hearing. The decision will be mailed to the applicant's address of record.

2. Hearing Format

a. Virtual Hearings: Informal hearings are primarily held virtually through Zoom. Applicants can choose to participate either by video or phone.

i. The hearing officer will open the Zoom waiting room to allow the participant and the HHA representative to enter to begin the hearing. Both the HHA and the applicant will be allowed fifteen (15) minutes to enter the Zoom waiting room to begin the hearing. If either party fails to enter the waiting room within fifteen (15) minutes of the scheduled hearing time, the absent party will have waived their right to a hearing.

ii. If the applicant experiences difficulties entering the videoconference waiting room at the time of their scheduled hearing, the applicant may contact Customer Service at (713) 260-0500 to advise of their issue.

a.b. In-Person Hearings: Applicants who are unable to participate in a virtual hearing can request that an in-person hearing be scheduled. In-person hearings will be conducted at the HHA's office at 2640 Fountain View.

b.c. The HHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. ~~The~~ HHA will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all of HHA's privileges, benefits, and services, including informal hearings.

J. Processing Applications for Admission

HHA will accept and process applications in accordance with applicable HUD Regulations and HHA's **Procedure on Selection from the Waiting list**. Except for qualification for preferences, HHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified in accordance with HUD requirements later in the application process.

Every application file for admission to public housing will include the date and time of application or lottery number if applicable; applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.

The following information will be verified according HHA verification policies for admission to HHA's housing:

1. Household composition, demographics and type (Elderly/Disabled/Near elderly/Non-elderly)
2. Annual Income

3. Assets and Asset Income
4. Deductions from Income
5. Preferences
6. Social Security Numbers of all household members¹
7. Applicant Screening Information (including criminal history)
8. Citizenship or eligible immigration status

Enterprise Income Verification (using Federal databases) and third-party written, faxed or electronic verification are the required form of documentation. Any other form of verification requires a note to the file explaining its use.

K. The Preference System

Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet HHA's Selection Criteria before being offered a unit. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet the definitions of the preferences described below.

HHA has established the following local Preference. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories:

- 1. Site-Based Income Preferences for Mixed Finance Properties (only) as described below;**
 - a. Historic Oaks of Allen Parkway Village (HOAPV) Admission preferences.
 - Income Tiers– for 344 Household Units
 - Applicants with incomes between 0 and 30% of Area Median Income (AMI) – 115 units
 - Applicants with incomes between 31 and 50% of AMI – 115 units
 - Applicants with incomes between 51 and 80% of AMI – 114 units
 - Elderly Applicants with incomes between 0 and 60% of AMI – 156 tax credit units
 - b. Fulton Village Apartments Admission Preference
 - Income Tiers
 - Applicants with incomes between 0 and 30% of AMI – 27 units
 - Applicants with incomes between 31 and 50% of AMI – 27 units
 - Applicants with incomes between 51 and 60% of AMI – 27 units
 - Applicants with incomes between 61 and 80% of AMI – 27 units
 - c. Heatherbrook Admission Preferences
 - Income Tiers
 - Applicants with incomes between 0 and 30% of AMI – 53 units
 - d. Oxford Place Admissions Preferences
 - Income Tiers

¹ Or certification that they do not have a Social Security number, if the individual does not contend eligible noncitizen status. has no social security number.

- Applicants with incomes between 0 to 30% of AMI – 142 units
 - Applicants with incomes between 31 to 40% of AMI – 7 units
 - Applicants with incomes between 41 to 50% of AMI – 51 units
 - Applicants with incomes between 51 to 80% of AMI – 30 units
- e. Lincoln Park Admissions Preferences
- Income Tiers
 - Applicants with incomes between 0 to 30% of AMI - 143 units
 - Applicants with incomes between 31 to 40% of AMI – 7 units
 - Applicants with incomes between 41 to 50% of AMI – 50 units
- f. Sweetwater Apartments Admission Preferences
- Income Tiers
 - Applicants with incomes between 0 to 30% of AMI - 26 units
 - Applicants with incomes between 31 to 60% of AMI – 234 units
- g. Independence Heights Admission Preferences
- Income Tiers
 - Applicants with incomes between 0 to 30% of AMI - 36 units
 - Applicants with incomes between 41 to 60% of AMI – 118 units

2. Homeless Preference

Each year HHA gives a preference to no more than 50 applicant households meeting all of the following criteria:

- a. Meet the federal definition of homeless;
- b. Are referred to HHA by a homeless service provider with whom HHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the provision of housing search assistance and supportive services for the referred household;
- c. Have received a written commitment from the referring homeless service provider for housing search assistance;
- d. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household's transition from homelessness to permanent housing; and
- e. Have received a written commitment from the homeless service provider for 12 months of supportive services to help the household comply with eligibility and continuing occupancy policies, lease, house rules any other applicable program requirements.
- f. If it is determined that an applicant referred by a homeless service provider, as described in 3. above, does not meet the criteria described therein, the applicant will be removed from the waiting list, but will retain their place on any HHA waiting lists they were on prior to their referral by the service provider.
- g. If HHA denies an applicant's preference claim, HHA notifies the applicant and referring service provider in writing, including the reason(s) for the preference denial.

2.3. Police Officer Preference

The Authority will grant an admissions preference to increase security for public housing residents to no more than one police officer per property, whether the officer's household is eligible for public housing. The following conditions apply to the award of this preference:

- a. The police officer's household must live in close proximity to other residents;
- b. No current residents will be transferred to make a unit available to a police officer;
- c. The regular HHA dwelling lease will be used for the police officer;
- d. All policies established in this ACOP and related procedures apply;
- e. Rent will be computed as set forth in this Policy – either the income-based or flat rent for the unit as chosen by the police officer;
- f. Monthly rent will be offset by the total hourly cost of documented off-duty work completed by the police officer that directly benefits the property the police officer lives in;
- g. The police officer's residency is contingent on his/her continuing to work as a police officer.
- h. The public housing unit must be the police officer's only place of residence;
- i. The police officer's dwelling lease will contain an Addendum outlining the specific duties and hours the officer will work during off-duty time at the public housing site where he/she resides.
- j. Among police officers, first preference will apply to officers who are income eligible for public housing, and then, to officers whose income exceeds applicable income limitations;

3.4. Existing Families Living in Units Placed Under ACC

Families who currently live in a unit at the time HHA places the property under **ACC** will be given the highest preference for occupancy of the unit to avoid displacements.

4.5. Families Who Reside in HHA-Owned Properties in Need of Emergency Relocation

An applicant qualifies for this preference if the applicant has been or will be involuntarily displaced due to inhabitability of the unit, or in connection with public improvements or development program affecting HHA owned unit in which they currently reside.

5.6. Special Cooperation with States Attorneys and/or Law Enforcement Agencies to Relocate Households

HHA from time to time may cooperate with states attorneys and/or law enforcement agencies to relocate households eligible for rent assistance for protection of potential witnesses. Such action will be taken with administrative discretion and approval of the Authority's Board of Commissioners. An Example of such action may but not necessarily be limited to, a household whose member(s) has extended them self in the public interest which placed them in personal jeopardy.

7. Non-Public Housing Over-Income Families

Families who exceed the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—and who sign a Non-Public Housing Over-Income (NPHOI) lease and remain in

their unit will be given a preference for the waiting list at the property where they reside should the NPHOI family become a low-income family as defined under 24 CFR 5.603(b) and eligible for admission to HHA. See **OVER-INCOME FAMILIES** for more information on NPHOI families.

6.8. Factors Other than Preferences that Affect Selection of Applicants

Accessible units: For Uniform Federal Accessibility Standards (UFAS) accessible units, resident and applicant families that include a member with a disability who has a verified reasonable accommodation to need the features of such units will be given preference for admission over a household that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

L. Income Eligibility

Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes.

- Definitions of the Income Limits (24 CFR 5.603(b)):
 - Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
 - Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
 - Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

If a family does not meet the income limits for the program, their admission must be denied; see **Income Limits for Eligibility**.

Income Limits for Eligibility

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size.

In order to be income eligible, an applicant family must be a low-income family.

L.M. Income Targeting

In accordance with the requirements of the Quality Housing and Work Responsibility Act of 1998, at least

40 percent of admissions in every year will be families of Extremely Low Income (as defined in [this section Chapter XV, Definition of Terms](#)).

N. Limitations on Assets

Upon implementation of the HOTMA Final Rule, subsidy assistance must not be provided if upon admission or reexamination of family income:

1. The family's net assets (as defined in § 5.603 and in **DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES**~~DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES~~) exceed \$100,000, or as determined by HUD and adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; and/or
2. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.

A property will be considered *suitable for occupancy* unless the family demonstrates that the property:

- a. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation);
- b. Is not sufficient for the size of the family;
- c. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by HHA);
- d. Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

This real property restriction does not apply to:

- a. Any property for which the family is receiving assistance under 24 CFR 982.620 or under the Homeownership Option in 24 CFR Part 982;
- b. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- c. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking as defined in 24 CFR 5, Subpart L; or
- d. Any family that is offering such property for sale.

HHA may establish exceptions to this policy according to family type and/or circumstance and in accordance with the Final Rule and any related guidance. These exceptions may be based on different factors, such as age, disability, income, the ability of the family to find suitable alternative housing, and whether supportive services are being provided.

Further, HHA may delay the initiation of termination proceedings of a family based on noncompliance

under this provision, unless it conflicts with other provisions of law, for a period not to exceed six months.

M.O. Deconcentration

If at any time, one of HHA's properties has an average tenant income greater than 15 percent higher than the Authority-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of the Authority-wide average income. This requirement neither requires nor permits the transfer of families to achieve de-concentration goals.

N.P. Continuously Assisted Families:

HHA will consider special admission for families that:

- Are being relocated from the Authority's properties in which HHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or who are being relocated pursuant to agreements already in place between HHA and the tax credit property ownership entity; or
- Have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that the HAP contract be cancelled; or
- Are receiving assistance in a Section 8 SRO or Mod Rehab program and the owner of the program intends to opt out, not renew, or reduce the program size.

A family qualifies for special admission when they receive notice that they will have to move for one of the three reasons cited above. These categories have equal weight and eligible families will be issued vouchers in an order based on the date on which they receive notice to move.

O.Q. Applicant Screening Criteria

All applicants will be screened in accordance with HUD's regulations and sound management practices. HHA will determine each applicant household's ability to comply with the essential lease requirements in accordance with HHA's policies.

1. Any costs incurred to complete the application process and screening will be paid by HHA.
2. Applicants who owe money to HHA or another housing authority will be informed of the debt, in writing, and given 10 business days from the date of the notice to provide verification of payment of the debt in full. Failure to provide verification that the debt was paid in full will result in an ineligible determination.
3. HHA will reject any applicant for five years from the date of eviction of any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, HHA may admit the household if HHA determines that:

- a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the applicable presiding Court jurisdiction;
 - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned); or
 - c. The applicant household will not include the member involved in drug-related criminal activity.
- 4. HHA is **required** to reject the application of a household if HHA determines in the background check that:
 - a. Any household member is currently engaging in illegal use of a drug. *Currently engaged* is determined if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current; or
 - b. HHA 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; or
 - c. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - d. Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
 - e. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. HHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.
- 5. In addition to the HUD-required rejections for criminal activity, HHA will reject applicants if HHA determines that:
 - a. Any household member has a history of criminal activity in the past five years that involves drug related criminal activity, crimes of physical violence to persons or property or any criminal acts which would adversely affect the health, safety or welfare of other tenants;
 - b. Crimes of physical violence to persons or property would include but are not limited to homicide, murder, destruction of property, vandalism, criminal mischief, arson, threats, harassment, assault, fighting, domestic violence, sexual assault and attempts and/or conspiracies thereof.

- c. Criminal acts that would adversely affect the health, safety or welfare of other tenants include but are not limited to: burglary, robbery, theft, weapons offenses, criminal conduct involving minors and home invasion.
 - d. The applicant is applying to a property that has tenant-paid utilities and the applicant is unable to get utilities connected in his/her own name.
- 6. An applicant's misrepresentation of information related to eligibility, preference for admission, housing history, assets, allowances, household composition, criminal history or rent will result in rejection.
- 7. At the time of admission, applicants must demonstrate the ability and willingness to comply with the terms of HHA's lease, either alone or with assistance. Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for HHA to determine whether or not they are able and willing to comply with lease terms (e.g., because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.
- 8. Screening applicants who claim mitigating circumstances.
 - a. If negative information is received about an applicant, consideration may be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with HHA's policies, procedures and practices referenced in 24 CFR 960.203(b), consideration may be given to factors that might indicate a reasonable probability of favorable future conduct.

P.R. Qualified and Unqualified Applicants

- 1. Qualified families will be notified by HHA or its representative of the approximate date of admission insofar as that date can be determined, however the date stated is an estimate and does not guarantee that applicants will be housed by that date.
- 2. Unqualified applicants will be promptly notified by a Notice of Rejection from HHA, stating the basis for such determination and offering an opportunity for informal hearing. At the Informal Hearing the applicant can offer information about mitigating circumstances or mistakes in fact upon which HHA's decision was based. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
- 3. Applicants known to have a disability who are eligible but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.
- 4. Any adult member of the family has been evicted from federally assisted housing in the past 5

years will be denied, except that they would retain their eligibility in cases where they were evicted for non-payment of rent or utilities but they subsequently paid off their debt owed in its entirety; with written confirmation reported in HUD's database ~~(PIC)~~.

IV. OCCUPANCY GUIDELINES

Units will be occupied by families of the appropriate size. This policy maintains the usefulness of the unit, while preserving them from excessive wear and tear and underutilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard		
Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8
5 BR	7	10

The following principles govern the size of unit for which a household will qualify. Generally, two people per bedroom. Units will be so assigned that:

1. Children age four and under will not be allotted an additional bedroom with any other child or a parent, regardless of age or sex;
2. Two children between the ages of five and seventeen of the same sex will not be allotted an additional bedroom;
3. Two children between the ages of five and seventeen of the opposite sex will be allotted an additional bedroom, **although they may share a bedroom at the request of the household.**
4. Adults (over age eighteen) of the same sex will not be allotted an additional bedroom;
5. Adults (over age eighteen) of opposite sexes who are spouses or co-heads will not be allotted an additional bedroom;
6. Adults (over age eighteen) of opposite sexes who are not spouses or co-heads of household will be allotted an additional bedroom **although they may share a bedroom at the request of the household.**
7. A single head of household parent will be allotted an additional bedroom for with his/her child over age four, **although they may share a bedroom at the request of the household.**
8. Exceptions to the largest permissible apartment size may be made in case of an approved reasonable accommodations for a person with disabilities.
9. An unborn child will be counted as a person in determining apartment size.

In determining apartment size:

1. HHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as the household can document that the child will be living with the household.
2. An approved live-in aide may be assigned a bedroom. Single, elderly, or disabled residents with live-in attendants will be assigned either one or two bedroom units.
3. One bedroom units in designated elderly properties will be leased first, to couples or single persons with live-in aides.
4. HHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
5. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a household may be offered.
 - a. Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.
6. The largest apartment size that a household may be offered would be one bedroom per household member, considering household size and composition.

V. TENANT SELECTION AND UNIT ASSIGNMENT PLAN

A. Making Unit Offers to Transferees and Applicants

1. Certain types of transferees will receive offers of housing before applicants from the waiting list.
2. In all offers HHA will not discriminate on grounds of race, color, sex, religion, sexual orientation, national origin, disability or familial status.
3. Specifically, the following order of offers applies:
 - a. Transfers (See Transfer Policy)
 - b. New Admissions from each property's site-based waiting list;
If however, there are insufficient numbers of eligible applicant households on a given development's site-based waiting list relative to the number of existing or anticipated vacancies at that development; using HHA's same policies for establishing placement on a waiting list or eligibility for a dwelling unit, the Authority will allow applicants on other properties' site-based waiting lists to transfer to other properties' site-based waiting lists of an applicable and appropriate unit size;
 - c. Resident-initiated transfers.
4. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.

An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause. HHA will first match the apartment available to the highest-ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application, or lottery number if applicable, will receive the earlier offer. When the option to open a site-based waiting list for a particular HHA development(s) and specific bedroom size(s) is not practical or feasible, HHA will allow a transfer of an existing applicant households application to be applied to a different HHA waiting list at a different development in order to address circumstances where there are vacancies or likely to be vacancies at such development(s) and specific bedroom size(s) in the near future.

5. When application processing is delayed because of missing verifications, a household's application will be suspended until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position.
6. All offers will be made in writing. Applicants will be given 15 business days from the date reflected on the letter, to contact the property or appear for a lease meeting to determine

eligibility.

7. The applicant must accept any apartment offered within 2 business days of the later of:
 - a. The date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities);
 - i. Where the unit offer is sent via UA mail, the date of offer is presumed to be 3 business days from the date of the letter.
 - ii. Where the unit offer is sent via email or by phone, the unit offer is presumed to be made on the date of the email or phone call.
 - b. The date they are shown the apartment.
8. If the applicant does not accept the unit offer within 2 business days, they will be removed from the waiting list.
 - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
 - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

B. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment

C. Good Cause Refusals

If an applicant receives an offer of housing and rejects the offer without good cause, HHA will remove the applicant from the waiting list.

Good cause is when an applicant is willing to move but is unable to do so at the time of the unit offer. For example, the applicant is in the hospital or is serving on a sequestered jury. The applicant should be able to document that the hardship claimed is good cause for refusing an offer of housing. If good cause is verified, the refusal of the offer will not require that the applicant be removed from the waiting list or otherwise affect the family's position on the waiting list.

D. Accessible Units

1. Before offering a UFAS accessible apartment to a non-disabled applicant, HHA will offer such units:
 - a. First, to the current public housing resident having a disability that requires the greatest numbers of the special features of the vacant apartment.
 - b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment.
2. When offering an accessible/adaptable apartment to a non-disabled applicant, HHA will require

the applicant to agree to move to an available non-accessible apartment within 10 business days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease signed with the applicant.

3. If an applicant household includes a member with a visual or hearing impairment, HHA will retrofit the unit to be offered to the household to make it fully accessible considering the household member's disability.

VI. LEASING

A. General Leasing Policy

1. Apartments will be leased without regard to race, religion, sex, age, sexual orientation, national origin, disability or household status.
2. All public housing units must be occupied by families whose sole residence is the public housing apartment.
3. All units must be occupied pursuant to a signed HHA lease that complies with HUD regulations.
4. HHA will not offer nor move a household into an apartment that does not meet basic standards of habitability, including HUD occupancy standards.
5. The lease will be signed by the head of household, his/her spouse, and all other adult members age 18 and older of the household and by the property manager or other authorized representative of HHA or other authorized representative of HHA, **prior to** actual admission.
6. The manager or other authorized representative of HHA will provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
7. All changes in household composition, income or household status will be processed by the property manager or authorized member of HHA).
8. The resident will pay a security deposit at the time of leasing. The security deposit for Elderly or Disabled families will be the greater of \$75 or one month's rent. The security deposit for non-elderly and non-disabled families will be the greater of \$150 or one month's rent. For all current residents, the amount of security deposit already paid will not be increased while the resident lives at any HHA property (including situations in which a household is transferred from one property to another).
9. Non-refundable pet fees (public housing units) or pet deposits (Section 8 New Construction: Long Drive ~~and Telephone Road~~) are in addition to the security deposit, in accordance with **HHA's Pet Procedure**.
10. If a resident transfers from one HHA apartment to another, a new lease will be executed for the dwelling into which the household moves.
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed, or
 - b. A Notice of Rent Adjustment will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the

property manager or other authorized representative of HHA.

12. At the time of leasing the new resident will receive a copy of HHA Lease and all applicable attachments. ~~including as needed, the Bed Bug Addendum & Pamphlet, Community Service Requirements, Curfew Policy, Debts Owed to Public Housing Agencies and Terminations, Drug-Free/Crime Free Housing Addendum, Fair Housing Statement of Knowledge & Brochure, Fire Extinguisher, House Rules, Housekeeping Standards, HUD Authorization for Release of Information, HUD Fraud Bulletin, Information on Lead Based Paint, Maintenance Charges, Mold Addendum, New Tenant Orientation, Parking and Towing Policy, Public Housing Grievance Policy, Public Housing Pet Policy, Reasonable Accommodations Notice, Renter's Insurance Information, Smoke Detector, Smoke Free Addendum, Third-Party Utility Notification Request, Violence Against Women Act, What You Should Know about EIV.~~
13. If, at any time, the head of household dies or leaves the unit for any reason (institutionalization, forming a new household elsewhere), HHA will permit the remaining members of the household to remain in the unit subject to the requirements described in Annual Reexamination, Income and Household Circumstances.
14. Participants must adhere to the terms and conditions of the Lease.

B. Additions to and Deletions from the Resident Household and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law will be permitted to occupy a dwelling unit.
2. Generally, HHA will approve the addition of a household member when that individual passes screening and does not result in the household becoming larger than the maximum occupancy limit of the current unit.
3. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.
4. Once removed, a household member cannot be added to a household for twelve (12) months and is subject to eligibility screening.

C. Visitors

1. Visitors are permitted in a dwelling unit in accordance with the house rules and lease terms so long as they have no previous history of behavior on HHA premises that would be a lease violation. A list of individuals not allowed (trespassed) to return to the property for any reason will be maintained for public view in the leasing office.
2. Visitors may visit for a total of 14 days within any twelve-month period.

D. Smoking Policy

1. Smoking is not permitted in any restricted areas at public housing properties owned or managed

by HHA, its affiliates, or any entity in which HHA has a partnership or ownership interest (HHA Property(ies)). Restricted areas in which smoking is prohibited includes:

- a. Inside any public housing living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures;
- b. Outdoor areas within 25 feet from public housing and administrative office buildings (including those identified above)

2. Banned tobacco products include items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes. Water pipes (hookahs) are also prohibited.

E. NPHOI Lease Requirements

Families who exceed the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—(see **OVER-INCOME FAMILIES**~~OVER-INCOME FAMILIES~~) will be given the opportunity to stay in their units by signing a Non-Public Housing Over-Income (NPHOI) lease.

At a minimum, the NPHOI lease will contain the following plus other required provisions as stated in 24 CFR 960.509:

- Parties to the Lease;
- Dwelling Unit;
- Initial rent and notice requirements for changes in rent;
- Charges for late rent payments, per HHA policy;
- Lease term and renewal as dictated by HHA policy, but with no automatic renewal;
- Statement of utilities, services and equipment to be supplied by HHA without additional cost;
- Utilities and appliances to be supplied by the tenant;
- The HHA-approved household composition, including foster children, foster adults and approved live-in aides;
- Requirement for family to notify HHA of the birth, adoption and/or court-awarded custody of a child;
- Charges for excess utility consumption (if there are individual check meters or are the result of use of major tenant-supplied appliances) and charges for repair beyond normal wear and tear;
- Requirement to obtain HHA approval to add any other household member;
- HHA obligations under the lease;
- Tenant obligations;
- Defects hazardous to life, health or safety;
- No smoking policy;
- Entry of the dwelling unit during tenancy;
- Notice procedures;
- Seasonal maintenance requirements (elderly/disabled may opt out);
- Termination of tenancy and eviction;
- Grievance procedures (if applicable);
- Provisions for lease modification; and

- Signature clause.

Security Deposits for NPHOI Families

Any previously paid security deposit will be applied to the tenancy upon signing of the NPHOI lease. The NPHOI lease will include the circumstances under which the security deposit will be returned plus circumstances when the tenant will be charged for damage to the unit, all of which will be consistent with state and local security deposit laws.

VII. VERIFICATION

A. Policy on Verification

HHA verifies information that is used to establish the household's eligibility and level of assistance. HHA is required to obtain the household's consent to collect this information. Applicants and households must cooperate with the verification process as a condition of receiving assistance.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the record keeping policies established by HHA.

Where HUD's table of acceptable verification differs from HHA verification requirements, HHA verification requirements will apply.

B. Consent to Release of Information

The household must supply any information that HHA or HUD determines is necessary to the administration of the program and must consent to HHA verification of that information.

It is required that all adult applicants and households sign all required release/consent forms as needed to collect information relevant to the household's eligibility and level of assistance.

If any household member who is required to sign a consent form fails to do so, HHA will deny admission to applicants or terminate assistance for existing households. The household may request a hearing in accordance with HHA's hearing procedures.

C. General Verification Requirements

1. HHA may accept scanned documents from third parties.
2. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting the document viewed will be used by recording the source of information, the information obtained and signed/dated by the staff person who viewed the document.
3. HHA will document the file describing why a lower method of verification was used.
4. For income that is completely excluded pursuant to 24 CFR 5.609(c), HHA will rely only on self-certified information for verification
5. Print-outs from web pages are considered original documents.
6. Any household self-certifications must be made in a format acceptable to HHA. HHA may require that family self-certifications be signed in the presence of a HHA representative or Notary Public.

7. The cost of verification will not be passed on to the household.
8. For verification of wages using review of household provided documents, HHA requires 2 consecutive paystubs; however, HHA may request additional paystubs, i.e. if the pay frequency is irregular.
9. If a verifier provides a range of hours worked, HHA will use the average of the range to calculate income.

D. Substantial Difference

MTW Policy – All Groups

HHA will use a discrepancy threshold of \$5,000 per year to define a substantial difference.

If UIV/third-party information differs substantially from household provided information, HHA reserves the right to request additional verification information and use any other verification method in priority order to reconcile the difference

E. Hierarchy of Verification

MTW Policy – All Groups

~~Upon HUD approval,~~ HHA will modify the verification hierarchy. After EIV and UIV, HHA will rely on any of the third-party verification methods before accepting self-certification. In order of priority, the forms of verification HHA will use, are as follows:

Level	Verification Technique	Ranking
4	Upfront Income Verification using HUD's EIV and IVT	Highest (Mandatory)
3	Upfront Income Verification using non-HUD system	Highest (Optional) For example, The Work Number
2	Written Third-Party Verification; Written Third-Party Verification Form; or Oral Third-Party Verification	High (Mandatory) <ul style="list-style-type: none"> • Supplements EIV and UIV • Also used for: <ul style="list-style-type: none"> ○ Non-EIV/UIV reported income sources ○ Disputes of EIV reported information
1	Self-Certification	High (Optional) <ul style="list-style-type: none"> • To supplement EIV when EIV reported sources do not contain verification of the full retrospective period where applicable; or • When tenant cannot produce written third-party verification documents.

F. Age of Verification Documents

MTW Policy – All Groups

~~Upon HUD approval,~~ Verification documents are valid per the guidelines below.

- Applicants: Verifications may not be dated more than 180 days from the public housing lease effective date.
- Participants: Verifications for reexaminations may not be dated more than 180 days from the effective date of the transaction.
- Fixed Sources of Income: Verification documents for fixed income sources will be valid for the full calendar year in which the income is effective. For example, if a SS benefit letter is dated February 1, 2022, that benefit letter will be valid for any certification with an effective date in 2022.

G. Enterprise Income Verification (EIV) System

HHA will use HUD's EIV system as a third-party source to verify tenant employment and certain income information during regular ~~and interim~~ recertifications of household composition and income and as needed.

Income Validation Tool (IVT)

The IVT report facilitates and enhances identification of unreported or under-reported income during interim and regular reexaminations. The IVT also provides income and wage, unemployment compensation and SSA benefit information. Additionally, the IVT report provides income information for heads of household and family members where there may be discrepancies in family reported income and employer reported information.

At each regular ~~and interim~~ reexamination of income and family composition and/or as needed, HHA will:

- Review the EIV Income and IVT reports to confirm/validate tenant-reported income;
- Print and maintain the EIV Income and IVT Reports in the tenant file;
- Obtain current acceptable tenant-provided documentation to supplement EIV information (where applicable); and
- Use current tenant-provided documentation and/or third-party verification to calculate annual income.

Additionally, at each regular ~~and interim~~ reexamination of income and family composition and/or as needed, using the IVT, HHA will:

- Identify any reported discrepancies in family reported income and employer reported information;
- Request the tenant to provide any documentation to confirm or dispute the income discrepancy;
- If applicable, determine the tenant rent using the correct and updated income;
- Determine the degree of tenant underreporting or misreporting of income information; and
- Take action in accordance with HHA policy to resolve the identified discrepancies.

EIV Income Reports

EIV Income Reports will be compared to household-provided information as part of the regular ~~and interim~~ reexamination process and as needed. EIV Income Reports may be used for calculation in the following instances:

- When calculating retrospective income for employment, SS, SSI, Dual Entitlement and Unemployment and when calculating Medicare insurance premiums.
- When calculating current/anticipated income for SS, SSI and Dual Entitlement and when calculating Medicare insurance premiums.

H. Verification of Assets

~~HHA will verify the value and income from assets using the applicable verification hierarchy.~~

~~See the definition of *Net Family Assets* in Appendix A, **DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES** for what is excluded from assets.~~

~~See also the section on **Limitations**, under which a household may be disqualified from admission or continued occupancy.~~

MTW Policy – All Groups

~~Upon HUD approval, a~~ Applicants and existing participants ~~will be allowed to~~ may self-certify asset value and income when the market value of the household's assets is \$50,000 or below; third-party verification of assets every three years is not required. When the market value of the asset is greater than \$50,000, HHA will verify the market value of the asset using the verification hierarchy. Each household will be required to complete one asset self-certification at admission and at each regular recertification.

VIII. DETERMINING INCOME AND ADJUSTED INCOME

HHA has designed and received HUD approval on a Flat Tiered Rent model which reflects MTW waivers regarding income, adjusted income and rent. This chapter contains policies related to income and adjusted income for the Flat Tiered Rent model and the standard Public Housing program. Income and adjusted income policies for the Control and Excluded groups are largely determined based on standard Public Housing program regulations., however, there are some instances where MTW waivers are applied and which are identified in this chapter. Where there is no distinction on which group a policy applies to, the policy applies to all groups.

A. Annual Income Inclusions

~~Annual income includes but is not limited to:~~

~~Annual income includes all amounts, not specifically excluded (as listed in **Annual Income Exclusions**), received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age.~~

~~Additionally, when the value of net family assets exceeds \$50,000 (or the amount adjusted by HUD annually in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, annual income will include the imputed returns on the asset based on the current passbook savings rate, as determined by HUD.~~

- ~~• The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. Include employment income of an emancipated minor if the emancipated minor is the head of household, co-head or spouse.~~
- ~~• The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;~~
- ~~• Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property (see MTW policy on Asset Income)~~

- ~~The full amount of **periodic** payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See Income Exclusions for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income benefits);~~
 - ~~If a family member is a payee for someone who is **not** a member of the public housing family, HHA will **not** include the payments in the calculation of annual income.~~
 - ~~If someone outside the public housing family is a payee for one of the public housing family members, HHA will include the payments in the calculation of annual income.~~
- ~~Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See Income Exclusions concerning treatment of lump sum additions as family assets);~~
- ~~All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member);~~
- ~~Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members;~~
- ~~Imputed Welfare Income: Such amounts that involve a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, because of fraud by a family member in connection with the welfare program or because of welfare agency sanction against a family member for non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program shall be included in annual income. This limitation does not apply to the loss of welfare benefits resulting from the expiration of a lifetime limit on benefits or a durational time limit on benefits;~~
- ~~All regular payments to the head of the household for support of a minor, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a client family member other than the head, who is responsible for his support; and~~
- ~~All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.~~

B. Annual Income Exclusions

Annual Income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

2. The following types of trust distributions:

a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

i. Distributions of the principal or corpus of the trust; and

ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

3. Earned income from the employment of children (including foster children) under the age of 18 years;

1.4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments;

~~• Income from the employment of an emancipated minor if the emancipated minor is not the head of household, co-head or spouse;~~

~~• Payments received for the care of foster children or foster adults; (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);~~

~~• Kinship and other similar state guardianship care payments. Kinship care, Kin-GAP, and similar programs funded by states serve as an alternative to foster care placements. The compensation to participating relatives or legal guardians is comparable to the compensation to foster care parents. Payments for the care of foster children (including foster adults) are exempt from income.~~

5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

~~• Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (see above if the payments are or will be periodic in nature). See section below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits;~~

6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;
- 2-8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively; provided the person meets the definition of a live-in aide;-
9. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income including Bureau of Indian Affairs/ Education student assistance programs; Any financial assistance received for tuition and mandatory fees and charge;
- a. If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described under item 10 below, none of the assistance described below is excluded as income.
 - b. If the amount of this excluded assistance is less than the amount of actual covered costs described under item 10 below, staff will exclude the lower of:
 - i. The total amount of student financial assistance received under item 10, or
 - ii. The amount by which the actual covered costs (as described below) exceed the assistance excluded under item 9.
10. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse.
- a. Student financial assistance means a grant or scholarship received from:
 - i. The federal government;
 - ii. A state, tribal, or local government;
 - iii. A private foundation registered as a nonprofit;
 - iv. A business entity; or
 - v. An institution of higher education.
 - b. Student financial assistance does not include:
 - i. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);
 - ii. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded);
 - iii. Gifts, including gifts from family or friends; or
 - iv. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not

the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

c. Student financial assistance must be:

- i. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
- ii. Expressly to assist a student with the costs of higher education; or
- iii. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

d. Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.

e. The student financial assistance exclusion applies to both part-time and full-time students.

~~10-11.~~ Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, baby bond accounts created, authorized, or funded by Federal, State, or local government.

~~11-12.~~ The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

~~12-13.~~ Certain amounts received that are related to participation in the following programs:

- a. Amounts received under HUD funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);
- b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- c. Amounts received by a client 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.) to allow participation in a specific program;
- d. ~~A client services stipend. Amounts received under a client services stipend is a modest amount~~ (not to exceed \$200/month). A client service stipend is a modest amount received by a Public Housing client resident for performing a service for PHAHHA, on a part-time basis, that enhances the quality of life in Public Housingthe development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination; ~~No client may receive more than one such stipend during the same period of time; and~~

- e. Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client 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; a limited period as determined in advance by PHA;
- ~~Temporary, non-recurring, or sporadic income (including gifts);~~
- ~~13.14.~~ Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 15. Earned income of dependent full-time students in excess of ~~\$480 for each full-time student 18 years old or older (excluding the head of the household and spouse); (unearned income of adult full-time students, i.e., SS, SSI, CS & DPA is counted)~~ the amount of the deduction for a dependent in 24 CFR 5.611 and as referenced in the **Dependent Deduction** section of this ACOP. Additionally, (see MTW policy on **Full-Time Student Income Exclusion**);
- 16. Adoption assistance payments for a child in excess of ~~\$480 per adopted child~~ the amount of the deduction for a dependent in 24 CFR 5.611 and as referenced in the **Dependent Deduction** section of this ACOP. Additionally, (see MTW policy on **Adoption Assistance Payment Exclusion**);
- 17. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- ~~17.18.~~ Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
- ~~18.19.~~ Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
- 20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit; Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
- 19.22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;
23. Amounts that HUD is required by Federal statute to exclude ~~specifically excluded by any other federal Statute~~ from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. A list of these federally mandated exclusions are included as [Appendix E: FEDERALLY MANDATED INCOME EXCLUSIONS](#)~~FEDERALLY MANDATED INCOME EXCLUSIONS~~;
24. Replacement housing *gap* payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing *gap* payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing *gap* payments;
25. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
- a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

26. Civil rights settlements or judgments, including settlements or judgments for back pay;

27. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;

28. Income earned on amounts placed in a family's Family Self Sufficiency Account;

29. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

a.b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

C. Full-Time Student Income Exclusion

MTW Policy – All Groups

HHA will exclude all adult, full-time student **earned** income, excluding the head of household, co-head or spouse. HHA will not verify adult full-time student earned income as 100% of the earned income is excluded.

D. Adoption Assistance Payment Exclusion

MTW Policy – All Groups

HHA will exclude all adoption assistance payments. HHA will not verify adoption assistance payments as 100% of the income is excluded.

E. Seasonal Income

Control and Excluded Groups

When a family member reports seasonal income, HHA will use retrospective income received from the prior 12 months ending 120 days before the recertification effective date. Using retrospective income

provides HHA with the ability to include all periods of employment and unemployment, making interim recertifications unnecessary when income changes occur.

F. Asset Income

There are two terms that are important in calculating asset income: market value and cash value.

Market value is the face value of an asset. For example, the value of a Certificate of Deposit.

The *cash value* of an asset is the market value less reasonable expenses that would be incurred in selling or converting the asset to cash, such as the following:

- Penalties for premature withdrawal;
- Broker and legal fees; and
- Settlement costs for real estate transactions.

See the definition of *Net Family Assets* in Appendix A, **DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES** for what is excluded from assets.

See also the section on **Limitations**, under which a household may be disqualified from admission or continued occupancy.

MTW Policy – All Groups

HHA will exclude the income from assets where the market value of the household's combined assets is \$50,000 or below.

Where the market value of the asset is greater than \$50,000, annual income shall include the **greater of** the actual income derived from all family assets or a percentage of the value of such assets based on the HUD-established HHA's current passbook savings rate.

~~G. Passbook Savings Rate~~

~~HHA will establish a passbook rate within 75 basis points (plus or minus 0.75 percent) of the Savings National Rate in effect at the time HHA establishes the passbook rate. The passbook rate may not be less than 0 percent. HHA will apply this policy to calculate asset income for applicable applicants and participants. For example, if the published FDIC Savings National Rate is 0.12% HHA might add 75 basis points (0.75 percent) for a passbook saving's rate of 0.87%.~~

~~H.G. Earned Income Disallowance~~**Disregard (EID)** – All Groups

The HUD is discontinuing the Earned Income ~~Disallowance~~ Disregard (EID) is. As a result, no new individuals may qualify for the EID after December 31, 2023. Any individual who has an EID as of December

31, 2023 may continue to use the EID—as described in this section—until it expires. As of January 1, 2026, the EID will lapse.

~~a benefit that encourages public housing tenants to seek and retain employment without incurring immediate increases in their rent. The goal is to encourage self-sufficiency by rewarding residents who obtain employment to increase their earnings.~~

A family qualifies for the EID if they are already residing in public housing and experiences an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Disallowance of Increase in Annual Income

Initial 12-Month Exclusion

During the 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, HHA will exclude from annual income of a qualified family member 100% of the increase in income of the family member as a result of employment over prior income of that family member.

Second 12-Month Exclusion

Upon the expiration of the initial 12-month period exclusion and for the subsequent 12-month period, HHA will exclude from annual income of a qualified family member, 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-Year Disallowance

The disallowance of increased income of an individual family member who is an eligible person is limited to a lifetime 24-month period. The disallowance applies for a maximum of 12 months for the 100% disallowance and a maximum of 12 months for the 50% disallowance during the 24-month period starting from the initial 12 month exclusion.

Example

Time Frame	EID under This Regulation
January 2021 (month one)	Carl begins working and is eligible for EID. 100% of Carl's increase in earned income is excluded.
July 2021 (month seven)	Carl is laid off. EID "clock" continues to run.
January 2022 (month 13)	Carl's second 12-month period begins.
February 2022 (month 14)	Carl begins working again. 50% of the increase in earned income due to Carl's employment is excluded.
December 2022 (month 24)	This is the final month during which Carl receives his EID benefit.

EID Guidelines

Public housing tenants are limited to receiving 24 consecutive months of EID benefits, in a lifetime. Tenants who initiate their EID benefits and do not utilize the full 24 months shall waive their rights to any unused months.

Tenants may qualify for a retroactive EID if management deems them eligible based on meeting **ALL** of the following criteria: 1) Tenant had new or increased earned income and qualified for EID and 2) Tenant reported the increased income and 3) HHA increased residents rent and 4) Tenant paid the increased rent.

Credits resulting from the approval of an EID retroactive benefit shall be applied to the household tenant account as a credit. Upon administering a retroactive EID benefit, management shall deduct any balances owed to HHA from the credit

I.H. Calculating Annual Income

Upon implementation of HOTMA, policies regarding the methodology for the calculation of annual income may be updated to reflect applicable HUD requirements and guidance.

HHA has designed and received HUD approval on a Tiered Rent policy. As part of the Tiered Rent policy, income calculation methods vary depending on the household's MTW grouping. Outlined below are the applicable income calculation policies for each group.

Control and Excluded Groups

At Admission:

When calculating annual income for a household at initial eligibility screening and admission to the program, HHA will collect and verify is calculated using current/anticipated income at admission and recertification.

- ~~Current/anticipated income is the income to be received from a source outside the family during the 12-month period following admission or reexamination effective date.~~

Generally, anticipated income is calculated by annualizing the income in the last two months of the retrospective period.

- ~~For example, if a family's income is being calculated on September 1, annual income would be calculated by averaging and annualizing the income from July and August.~~

Recertifying Households:

Upon implementation of HOTMA and subject to applicable HUD guidance, when calculating annual income for a household at the time of a regular reexamination, HHA will review and calculate the family's income from the preceding 12-month period, taking into consideration any interims or changes that have taken place during that period. If HHA determines that the family's prior-year income does not reflect the family's current income, it may adjust the calculation of annual income as needed.

Treatment Group

MTW Policy – Treatment Group

New Admission and at Applicable Hardship

Annual income is calculated using current/anticipated income.

- Current/anticipated income is equal to the income in the last two months of the retrospective period, annualized.
- Current/anticipated income is also used when determining certain hardship rents. See Calculating Annual Income ~~Calculating Annual Income~~ policies.
- For example, if a new admission family's income is being calculated at screening on September 1, annual income would be calculated by taking the income from July and August. The average income for July and August would be annualized.

Recertification

Annual income is calculated using retrospective income.

- The retrospective period is the 12-month period ending 120 days before the recertification effective date.
- The retrospective period for recertifying households applies to the first recertification following study enrollment and for each subsequent triennial recertification.
- The period always begins on the first of the month and ends the last day of the month. The

prior/retrospective period is fixed; it does not change or update after it is communicated with the household (even if the effective date is moved to accommodate a move at the first certification following enrollment).

- HHA will count all required types of income sources when determining retrospective income and will count the **actual income** amount received during the retrospective period. Income is **not** averaged and annualized.
- If income from any source began partway through the prior/retrospective period, use the actual amount received during the prior/retrospective period.
- Do not count income from TANF, UI, SSI, SSDI, or court ordered child support if it ends partway through the prior/retrospective period.
- If a household member earned income prior to age 18 during the prior/retrospective period do not include any of that 'earned' income.
- If a household member is a student at the time of recertification, then designate that member as a student do not include any of that household member's income when calculating the first rent amount under the tiered rent policy.
- Student status is determined **at recertification** using standard verification procedures.
- Household members designated as a student at recertification retain that designation *until the next triennial recertification*.

J.I. Adjusted Income

Adjusted income policies vary between the different family groups. Outlined below are the related deduction policies and their applicability to each group.

Under HHA's Tiered Rent program, where the Treatment group is concerned, rent is calculated based on retrospective gross income. Deductions do not apply to the Treatment group, except when determining hardship rents. See ~~Error! Reference source not found.~~ **HARDSHIP POLICIES**

K.J. Dependent Deduction

Control and Excluded Groups

In determining adjusted income, HHA will deduct the following amounts from annual income:

- A deduction ~~of \$480~~ is taken for each qualifying dependent. The amount of this deduction is currently \$480. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be adjusted annually by HUD in accord with Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
- A dependent is defined as any family member other than the head, spouse, or co-head who is:
 - Under the age of 18,
 - 18 or older and is a person with disabilities, or
 - A full-time student.

- Foster children, foster adults, and live-in aides are never considered dependents.

Treatment Group

MTW Policy: Treatment Group

There is no dependent deduction for families in the Treatment group.

L.K. Elderly/Disabled Family Deduction

Control Group

~~As there are no elderly or disabled families in the control group; the elderly/disabled family deduction does not apply.~~

Excluded Group

A single deduction ~~of \$400~~ is taken for any family where the head of household, co-head or spouse is at least 62 years of age or disabled. The amount of the deduction is currently \$400. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to \$525 and will be adjusted annually by HUD in accordance with CPI for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.

Control Group

As there are no elderly or disabled families in the control group; the elderly/disabled family deduction does not apply.

Treatment Group

MTW Policy: Treatment Group

There is no elderly/disabled deduction for families in the Treatment group.

M.L. Health and Medical Care Expense Deduction

~~Control and Excluded Groups~~

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any unreimbursed disability assistance expenses, they exceed the HUD-established ~~three~~ percent of annual income threshold.

The threshold is currently set at three percent of annual income. Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to ten percent of annual income.

The health and medical care expense deduction is permitted only for families in which the head, spouse, or co-head is elderly or disabled. If a family is eligible for ~~a~~ the health and medical care expense deduction, the medical expenses of all family members are counted.

Medical expenses include unreimbursed expenses for:

- Any costs incurred in the diagnosis, cure, mitigation, treatment or prevention of disease;
- Payment for treatments affecting any structure or function of the body; and
- Medical insurance and long-term care premiums that are paid or are anticipated to be paid for the applicable period.

~~medical insurance premiums, and medical expenses that are anticipated during the period for which annual income is computed, and which is not covered by insurance.~~

The most current IRS Publication 502, Medical and Dental Expenses, will be used as a guide to determine the costs that qualify as medical expenses. Over-the-count products will not be eligible for deductions as medical expenses unless they are accompanied by a doctor's prescription.

To be considered by HHA for the purpose of determining a deduction from income, the expenses claimed must be ~~verifiable~~verified.

See Health and Medical Care Expense and/or Disability Assistance Expense Hardship – Excluded and Control Groups Only~~Health and Medical Care Expense and/or Disability Assistance Expense Hardship – Excluded and Control Groups Only~~ for information about hardship exemptions.

~~For elderly or disabled families without work-related disability expenses: The amount of the deduction will equal total medical expenses is three (3) percent of annual income.~~

~~For elderly or disabled families with both work-related disability expenses and medical expenses: the amounts may be deducted to the extent that the combination of any disability assistance expense and medical expense exceeds three percent of annual income.~~

Control Group

As there are no elderly or disabled families in the control group, medical expense deductions do not apply.

Treatment Group

MTW Policy: Treatment Group

The medical expense deduction does not apply to the treatment group.

~~N.M.~~ Disability Assistance Expense Deduction

~~Control and~~ Excluded and Control Groups

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be

deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed ~~three~~ the HUD-established percent of annual income; and
- Do not exceed the earned income received by the family member who is enabled to work.

~~As there are no elderly or disabled families in the control group, the disability expense deduction does not apply.~~

Treatment Group

The disability assistance expense deduction does not apply to the treatment group.

O.N. Child ~~e~~Care Expense Deduction

Control and Excluded Groups

A deduction of amounts to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, ~~to seek employment~~, or to further his/her education.

Amounts deducted must be unreimbursed expenses. The deduction will include the total unreimbursed child care expense; however the amount deducted may not exceed:

- The amount of income earned by the family member released to work; or
- An amount determined to be reasonable by HHA when the expense is incurred to permit education, ~~or to seek employment~~

See Child Care Expense Hardship – Excluded and Control Groups~~Child Care Expense Hardship – Excluded and Control Groups~~ for information about hardship exemptions related to child care.

Treatment Group

MTW Policy: Treatment Group

Child care expense deductions apply, only as a hardship, for families in the Treatment group.

P. Fixed-Income Families

Control and Excluded Group

For any family member with a fixed source of income, HHA will elect to determine that family member's income by a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current interest to the previously verified or adjusted income amount.

Family members whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
2. Federal, state, local, or private pension plans
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

HHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. HHA will verify the appropriate COLA or current rate of interest from a public source or through tenant- provided, third-party generated documentation. For fixed-income families HHA will obtain third-party verification of all income amounts every three years starting in 2017.

IX. TENANT RENT – CONTROL & EXCLUDED GROUPS

A. Overview

This chapter contains policies related to tenant rent determinations for the Public Housing program. Tenant rent for the Control and Excluded groups is largely determined based on Public Housing program regulations; however, there are some instances where MTW waivers may be applied and which are identified in this chapter.

B. Transition to Other MTW Income and Rent Policies – Control and Excluded Groups

Beginning sometime in the fourth quarter of CY 2022, (for recertifications effective in the first quarter of CY 2023) HHA will apply applicable MTW policies to households in the Control and Excluded groups at their next regular recertification effective on or after implementation of the Rent Reform policies.

C. Total Tenant Payment and Tenant Rent – Control and Excluded Groups

Total Tenant Payment

The formula for calculating the total tenant payment (TTP) for assisted families in the Control and Excluded groups is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- \$50 minimum rent

Tenant Rent

If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the Total Tenant Payment and the result is the tenant rent.

If the Total Tenant Payment less the utility allowance is a negative number, the family receives a utility reimbursement.

If the Total Tenant Payment less the Utility Allowance is a negative number, the family receives a utility reimbursement.

In units where HHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

D. Minimum Rent – Control and Excluded Groups

HHA's minimum rent is \$50 per month. See hardship policies on minimum rent hardships.

E. Utility Reimbursement - Control and Excluded Groups

When the utility allowance exceeds the TTP, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

F. Rent for Over-Income Families

~~Control and Excluded Group~~

See ~~Alternative Rent for NPHOI Families~~Alternative Rent for NPHOI Families for families who exceed the over-income limit as described in the ~~OVER-INCOME FAMILIES~~OVER-INCOME FAMILIES section.

~~A family becomes over-income when their adjusted income exceeds 120% of the Area Median Income (AMI) for two consecutive years.~~

- ~~1. Year One—When HHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income that makes the families income over 120% AMI, HHA will document that the family's income exceeds the threshold and to relook at the family's income at the next annual reexamination~~
- ~~2. Year Two—HHA must provide written notification to the family that their income has exceeded the over-income limit for one year.~~
 - ~~a. If the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be given the option to pay an income-based rent or a flat rent. HHA may establish a policy whereby over-income families may be subject to termination.~~
- ~~3. If HHA discovers through an annual or interim reexamination that the previously over-income family has income that is now below the over-income limit, the family is no longer subject to the provisions above and the family is entitled to a new 2-year grace period.~~

G. Flat Rents

Excluded Group (control group does not include any families on Flat Rent)

1. Flat rent is determined by using no less than 80% Small Area Fair Market Rents (SAFMR) established under HCV or the amount housing monthly subsidy under the United States Housing Act.
2. Flat rents vary by apartment size and type and also by development location.
3. Tenant – paid utility allowances are then subtracted in order to determine net flat rent.
4. HHA will take the following information into account in developing its flat rent Schedule:
 - a. Rents of comparable non-assisted rental units in the immediate neighborhood considering the location, quality, size, unit type, unit age, and any amenities.

- b. Whether utilities are resident-paid or project-paid

Annual Update of Flat Rents

1. HHA will review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on the market rents and HUD published fair market rents as described above.
3. When a resident chooses Flat rent, his/her rent will be adjusted only at the next annual reexamination or upon approved hardship, rather than at the point the Flat rent may change.

Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each household is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. At initial certification and at each subsequent regular reexamination the resident will be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

X. TENANT RENT: TIERED RENT ONLY

A. Overview

HHA has designed and received HUD approval on a Flat Tiered Rent model which reflects MTW waivers regarding income, adjusted income and rent. This chapter contains policies related to tenant rent and for the Tiered Rent model.

B. Transition to the Tiered Rent Model

Beginning in approximately September 2022 (for recertifications effective as of December 2022), current and newly admitted non-elderly, non-disabled households who are not excluded from the evaluation will be randomly assigned to either a treatment or control group. The initial enrollment period will last for 12 months. During the initial enrollment period, non-excluded, new admission households will be randomly selected to either the Treatment or Control group. After the initial enrollment period is over, all non-excluded, new admissions will be part of the Treatment group.

C. Total Tenant Payment & Tenant Rent: Tiered Rent

Total Tenant Payment

Where existing participants are concerned, HHA's tiered rent policy is based on retrospective gross household income with no deductions or allowances (except where hardship applies) and establishes a single TTP for each \$2,000 income tier. TTP is set at 28% of the bottom of the tier.

Where new admissions are concerned, the tiered rent policy is based on current gross income with no deductions or allowances and establishes a single TTP for each \$2,000 income tier. TTP is set at 28% of the low end of the tier.

Except for the two lowest income tiers which reflect the minimum rent, the TTP for each tier is based on 28% of gross retrospective income as calculated at the lowest end of the tier. See Appendix D: **TIERED RENT TABLE**~~TIERED RENT TABLE.~~

Tiered rents will be capped at the flat rent.

Income increases between regular recertifications will not result in rent increases.

Under the tiered rent model, interim recertifications are not completed; however, under certain circumstances, households may request a hardship TTP/rent. See **HARDSHIP POLICIES**~~HARDSHIP POLICIES.~~

Tenant Rent

If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the Total Tenant Payment and the result is the tenant rent.

If the Total Tenant Payment less the utility allowance is a negative number, the family receives a utility

reimbursement.

In units where HHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment

D. Rent for Over-Income Families

See Alternative Rent for NPHOI Families~~Alternative Rent for NPHOI Families~~ for families who exceed the over-income limit as described in the OVER-INCOME FAMILIES~~OVER-INCOME FAMILIES~~ section.

~~The over-income rules supersede the Tiered Rent rules.~~

~~A family becomes over-income when their adjusted income exceeds 120% of the Area Median Income (AMI) for two consecutive years.~~

- ~~a. Year One – When HHA becomes aware, through an annual reexamination or an interim reexamination for an increase in income that makes the families income over 120% AMI, HHA will document that the family’s income exceeds the threshold and to relook at the family’s income at the next annual reexamination~~
- ~~b. Year Two – HHA must provide written notification to the family that their income has exceeded the over-income limit for one year.~~
- ~~c. If the family’s income continues to exceed the over-income limit for the next 12 consecutive months, the family will be given the option to pay an income based rent or a flat rent. HHA may establish a policy whereby over-income families may be subject to termination.~~
- ~~d. If HHA discovers through an annual or interim reexamination that the previously over-income family has income that is now below the over-income limit, the family is no longer subject to the provisions above and the family is entitled to a new 2-year grace period.~~

E. Minimum Rent

HHA’s minimum rent is \$50 per month. See Minimum Rent Hardship – All Groups~~Minimum Rent Hardship – All Groups~~ policies.

F. Utility Reimbursement

When the family’s utility allowance exceeds the TTP, the family is due a utility reimbursement. HHA will make utility reimbursements to the family.

XI. OVER-INCOME FAMILIES

The over-income limit supersedes the Tiered Rent rules.

An over-income family is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4. The over-income rule applies to all public housing program families, including families in the FSS program and families receiving the Earned Income Disallowance. See Appendix F, **OVER-INCOME LIMITS FOR 2023**~~OVER-INCOME LIMITS FOR 2023~~, but note that these limits will change each year.

If the family's income has exceeded the over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—HHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the applicable continued occupancy policies in this ACOP.

If an over-income family experiences a decrease in income during the 24-month grace period—or upon HUD approval, the 36-month grace period—the family may request an interim redetermination of rent in accordance with HHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, HHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new 24-month grace period (or upon HUD approval, a new 36-month grace period).

A. Notification Requirements

First Notice

At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, HHA will document the family file and begin tracking the family's over-income status. At this time, HHA will notify the family in writing that:

- They have been determined to be over-income;
- If they continue to be over-income for 24 consecutive months (24-month grace period)—or upon HUD approval, 36 consecutive months (36-month grace period)—the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
- They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an interim recertification, HHA will process an annual recertification for the family at that time, and reset the family's reexamination date to be effective 12 months from the effective date of

that transaction.

Second Notice

If the family's annual income continues to exceed the applicable over-income limit for 12 consecutive months, HHA will notify the family, in writing, that:

- Their income continues to exceed the over-income limit;
- If their income exceeds the over-income limit for an additional 12 months—or upon HUD approval, an additional 24 months—the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
- They may request a hearing if they dispute the determination that they are over-income.

Third Notice

Upon HUD approval, if the family's annual income continues to exceed the applicable over-income limit for 24 consecutive months, HHA will notify the family, in writing, that:

- Their income continues to exceed the over-income limit;
- If their income exceeds the over-income limit for an additional 12 months, the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
- They may request a hearing if they dispute the determination that they are over-income.

Final Notice

If HHA determines that the family's income has exceeded the applicable over-income limit for 24 consecutive months—or upon HUD approval, 36 consecutive months—HHA will notify the family in writing of this determination.

The notice will inform the family that they have exceeded the over-income limit for 24 consecutive months—or upon HUD approval, 36 months—and that HHA will charge the family the alternative non-public housing rent at the next lease renewal or in no more than 60 days after the date the final notice, whichever is sooner.

An over-income family will continue to be a public housing program participant until their tenancy is terminated or the family executes a new non-public housing lease. In the period prior to termination or execution of the new lease, the family's rent will be their choice of income-based, flat rent, or prorated rent for mixed families. However, the family cannot be reinstated to the public housing program after the final notice is sent.

B. Non-Public Housing Over-Income Families

Families that execute a non-public housing lease will be considered Non-Public Housing Over-Income (NPHOI) families. As a result:

- HHA may not conduct an annual or interim recertification for the family;
- The family must pay the alternate rent for NPHOI families;
- They are no longer given a choice between income-based or flat rent, nor can their rent be prorated.
- The family is no longer subject to the community service requirement;
- The family cannot participate in any programs only for public housing or low-income families, such as a resident association or the Family Self-Sufficiency program;
- The family cannot receive a utility allowance;
- The family cannot be reinstated to the public housing program; and
- The family will not be allowed to file any grievance.

The specific provisions which guide the occupancy of public housing units by NPHOI families can be found in the NPHOI lease.

If an NPHOI family experiences a decrease in income after their designation as an NPHOI family and they wish to return to public housing, the family cannot be reinstated to the public housing program.

- The family must apply to the public housing program if the waiting list is open.
- When the family is pulled from the waiting list, they are subject to all new admission requirements at that time and must be redetermined as eligible by HHA prior to gaining status as a public housing family.
- Upon determination of eligibility, the family will need to sign a new public housing lease.

HHA may adopt a waiting list preference for NPHOI families (applies only to families who do not vacate the unit). See **The Preference System** section of this document for more information on the NPHOI preference on the public housing waiting list.

C. Over-Income Reporting Requirement

HHA must report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list. This report will specify as of the end of the calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects.

- The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the 24-month grace period (or upon HUD approval, the 36-month grace period), those that are in the period before termination, those that are NPHOI families paying the alternative rent, and any other information regarding over-income families requested by HUD.
- Beginning January 1, 2024, HHA will report annually on the number of families on waiting lists for admission to public housing. Waiting list data will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

These reports will be publicly available.

D. Leasing and Non-Public Housing Over-Income Families

If an over-income family elects to remain in a public housing unit paying the alternative non-public housing rent, HHA and each over-income family must enter into a Non-Public Housing Over-Income (NPHOI) lease effective no later than 60 days after the applicable over-income notice provided or at the next lease renewal, whichever is sooner.

An over-income family that declines to pay the alternative rent or enter into a NPHOI lease will continue to be a public housing program participant in the period before termination. Such termination will become effective no more than six months after the end of the 24-month grace period (or upon HUD approval, the 36-month grace period).

HHA may permit the family to execute a new lease after the deadline, but before termination of the tenancy, if the over-income family pays HHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice or the date that would have been the next public housing lease renewal.

Once the new lease is executed, an NPHOI family may only be readmitted into the public housing program if they reapply to the public housing program and their eligibility is redetermined in accordance with this ACOP.

Additional information about lease requirements and security deposits can be found in the Leasing section under **NPHOI Lease Requirements**~~NPHOI Lease Requirements~~.

E. Alternative Rent for NPHOI Families

The alternative rent for a Non-Public Housing Over-Income (NPHOI) family (see **Rent for Over-Income Families**~~Rent for Over-Income Families~~) will be the higher of the:

- Applicable fair market rent (FMR) for the unit size occupied by the family; or
- Amount of monthly subsidy provided for the unit which HUD will publish each year by December 31.

The amount of the monthly subsidy will be determined by adding the per unit assistance provided to the housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

NPHOI families are not entitled to a utility allowance and will not have the option of an income based or flat rent. Mixed families who are NPHOI pay the alternative rent; however there is no proration of the rent.

~~XI.~~XII. **HARDSHIP POLICIES**

HHA has developed conditions-based hardship policies as described below to address and mitigate financial hardships which may occur at enrollment or at any time during the tenancy or program participation. In cases involving hardship, HHA will work with families to connect them to economic self-sufficiency programs to address the conditions which have caused applicable hardships. HHA's general hardship policies are outlined below:

- HHA will review its hardship policies with families during its intake and recertification process and will consider if a household qualifies for a hardship exemption at the time of a potential termination of assistance that is due to an MTW activity.
- There is no limit to the number of hardships that a household may receive.
- If a household is approved for a hardship, and subsequently experiences another adverse event while still in hardship status, they may request an additional hardship that might further reduce their TTP.
- If a household is approved for a hardship, they are not required to report subsequent income increases during the period of their approved hardship.
- If a household is approved for a temporary hardship, when that hardship is scheduled to expire the household will be notified and may request an extension. When a hardship expires, the household will return to paying the tiered rent assigned according to their prior/retrospective gross income at their last triennial income examination.
- If the head of household, spouse, or co-head of household becomes elderly or disabled, the household is eligible to be excluded from the tiered rent and return to the traditional income-based rent policy.
- This hardship policy presents eligibility criteria and remedies for different types of hardships. The different types of hardships below are not mutually exclusive. If a household's circumstances correspond to more than one type of hardship, they will receive the hardship most beneficial to them.

The table below identifies HHA's hardship policies by topic and applicable group. ~~the hardship policy and the related Operations Notice waiver which requires establishment of a hardship policy. Upon HUD approval of the Alternative Reexamination Schedule policy (triennial recerts) and the Alternative Verification Hierarchy policy, the hardship policies under items 4, 5, 6 and 7 will apply for the treatment group and item 7 will apply to the excluded group and control group.~~

Hardship Policy Applicability Table

No	Hardship Policy	Treatment	Control	Excluded
1.	Hardship Process	X	X	X
2.	Hardship at Enrollment: Decrease in Income	X		
3.	Hardship at Enrollment: Increase in TTP due to Loss of Child Care Expense Deduction	X		
4.	Reduction in Income Hardship	X		
5.	<u>Health and Medical Care Expense and/or Disability Expense Hardship</u>		<u>X</u>	<u>X</u>
5-6.	Child Care Expense Hardship	X	<u>X</u>	<u>X</u>
6-7.	Full-Time Student Hardship	X		
7-8.	Alternative Verification Hierarchy	X	X	X
8-9.	Other Hardship	X		X
9-10.	Minimum Rent Hardship	X	X	X

A. Hardship Process

Households who request a hardship will be subject to the hardship process outlined below.

- When a household makes a written request for a hardship exemption, HHA will suspend the MTW or applicable activity on the first day of the next month after the hardship request is received.
- HHA will approve a provisional hardship TTP beginning the first day of the next month after the receipt of a valid hardship request indicating qualifying circumstances.
- The provisional hardship TTP will be based on the tier corresponding to the household's current gross income, reported by the household in their hardship request.
- The household will be required to provide the required documentation within 14 days, to enable HHA to verify the hardship.
- HHA will decide whether to grant the hardship within 14 days of receiving required documentation. If the hardship request is denied, the household may be required to enter into a repayment agreement.
- If the household is not eligible for the requested hardship (see above table), the request will be administratively closed without right to appeal.

- HHA will retain records of all MTW hardship requests received and the results of these requests and supply them at HUD's request. HHA will retain this information for the duration of the Agency's participation in the MTW demonstration program and make such information available for public review and inspection at HHA's principal office during normal business hours.
- If a financial hardship request is denied, HHA will provide the household with an opportunity to request a grievance hearing for a second level review of the denied hardship request. Such request must be made within fifteen (15) calendar days from the date on the denial.
- Except where stated, generally, approved hardship rents related to MTW will remain in place for a 12-month period at which time the household must reapply for hardship. If the household does not reapply or is not approved for a continued hardship, the rent will revert back to the pre-hardship tiered rent. Where a hardship request is granted and the triennial recertification occurs prior to the end of the 12-month hardship period, the hardship will automatically end at the triennial recertification. The household may reapply for hardship at the triennial recertification.

B. Hardship at Enrollment: Decrease in Income – Treatment Group Only

For households already receiving assistance, HHA conducts an income examination at the time of enrollment in the tiered rent treatment group. HHA will compare the household's current/anticipated gross income with their prior /retrospective gross income. If the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income, HHA will automatically determine whether the household is eligible for a hardship exemption.

Request:

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to a decrease in income exists.

Eligibility:

- A household will be eligible for this hardship exemption if the household's current/anticipated gross income puts them in a lower income tier than their prior/retrospective gross income.

Remedy:

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Hardship at Enrollment: Decrease in Income applies to families in the Treatment group.

Example:

- Prior Year Retrospective Gross Income: \$25,000
 - Tiered Rent TTP based on prior/retrospective gross income: \$560
- Current/Anticipated Gross Income: \$18,000
 - Tiered Rent TTP based on current/anticipated gross income: \$420
 - Household is eligible for hardship since the tiered rent TTP using current/anticipated gross income is at least one tier lower than the tiered rent TTP using the prior/retrospective gross income.
 - Hardship TTP: \$420

C. Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction - Treatment Group Only

Some families may face a hardship due to the tiered rent policy's reliance on gross income (with no deductions) instead of adjusted income. The child care deduction requires special attention because child care can be very expensive and because paid child care is often essential for enabling parents to work.

For households already receiving assistance, HHA conducts an income examination at the time of enrollment into the tiered rent treatment group. Where a household's total unreimbursed child care expenses is at least \$2,000/year, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income.

Request:

- Hardship requests do not need to be made at enrollment. HHA will automatically determine if a hardship, due to an increase in TTP as a result of the loss of child care deductions, exists.

Eligibility:

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an

additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.

- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Hardship at Enrollment: Increase in TTP Due to Loss of Child Care Expense Deduction applies to families in the Treatment group.

Example:

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$9,500
- Current/anticipated gross income: \$35,000
- Current/anticipated adjusted income: $\$35,000 - \$9,500 = \$25,500/\text{year}$
- Child care expense deduction of \$9,500 exceeds the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$560

D. Reduction in Income Hardship – Treatment Group Only

To qualify for a hardship rent, a household's current/anticipated income must result in a tiered rent TTP which is at least one income tier lower from the pre-hardship tiered rent TTP.

Request:

- A hardship due to a decrease in income must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's current/anticipated income results in a tiered rent TTP which is at least one income tier lower than the pre-hardship tiered rent TTP.

Remedy:

- If a hardship exists, the hardship TTP will be the TTP in the income tier for the current/anticipated gross income.

Time Frame:

- The hardship will remain in place for a twelve-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Reduction in Income Hardship Rent applies to families in the Treatment group.

Example:

- Prior/retrospective gross income: \$23,990
- Tiered Rent TTP based on prior/retrospective gross income: \$513
- Current/Anticipated Gross Income: \$22,005
 - Tiered Rent TTP based on current/anticipated gross income: \$513
 - Household is not eligible for hardship since the tiered rent TTP using current/anticipated gross income is in the same tier at the tiered rent TTP using the prior/retrospective gross income.
 - There is no hardship

E. Health and Medical Care Expense and/or Disability Assistance Expense Hardship – Excluded and Control Groups Only

Families may request hardships related to health and medical care expenses and/or disability assistance expenses. There are two categories of hardship for this: the first category is for households receiving a medical expense deduction upon implementation of HOTMA and subject to applicable HUD guidance that request a hardship due to the change to the HUD-established percent threshold; the second category is for qualifying hardships that would not otherwise trigger a reexamination.

Request:

- Hardship requests must be made in writing.

Eligibility:

- **First Category.** This category applies to families receiving a medical and/or disability assistance expense deduction upon implementation of HOTMA and subject to applicable HUD guidance that request a hardship due to the change to the HUD-established percent threshold. This is a transitional category that will phase out.
- **Second Category.** A family may qualify for the second category of hardship exemption for health and medical care expenses and/or disability assistance expenses at any time if they can demonstrate that the family's applicable health and medical care expenses or reasonable attendant care or auxiliary apparatus expenses increase or the family's financial hardship is a result of a change in circumstances (as defined by HHA) that would not otherwise trigger an interim reexamination. This relief may be given to a family regardless of whether they received (or are currently receiving) relief under the first hardship category.

Remedy

- **First Category.** For families that are eligible for this category, the following phased-in relief may be offered if the hardship is granted:
 - For the first year, a deduction of eligible expenses that exceed 5 percent of the family's annual income;
 - For the second year, a deduction of the eligible expenses that exceed 7.5 percent of the family's annual income; and

- For the third year, a deduction of the eligible expenses that exceed 10 percent of the family's annual income, unless the family qualifies for a new exemption under the second hardship category.
- **Second Category.** If approved for the hardship, under this category, the family will receive a deduction of eligible expenses that exceed 5 percent of the family's annual income until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

Time Frame:

- **First Category.** The hardship will remain in place for two consecutive years, unless the family receives a hardship exemption under the second category; if the family receives a hardship under the second category, they may no longer receive relief (i.e., it will stop) under the first category. This category is only for households receiving a medical expense deduction upon implementation of HOTMA; a family may only receive this hardship at their first regular recertification upon or after implementation of HOTMA and subject to applicable HUD guidance, and may not receive a second hardship under this category.
- **Second Category.** This hardship will remain until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. HHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

Applicability:

- This hardship is applicable to families in the Excluded group only.

Example:

- **First Category:**
 - Elderly/disabled family has a gross income of \$30,000.
 - 3% of this is \$900
 - 10% of this is \$3,000
 - Upon implementation of HOTMA, the family's medical expenses total \$2,500.
 - Under the 3% threshold, their medical expense deduction is \$1,600 (\$2,500 minus \$900);
 - Under the 10% threshold, their medical expense deduction is \$0, since the total expenses are less than the threshold amount of \$3,000.
 - If the family is approved for the hardship:
 - For the first year, their medical expenses will be calculated with a 5% threshold ($\$30,000 \times 0.05 = \$1,500$), so their health and medical care expense deduction will be \$1,000 (\$2,500 minus \$1,500);
 - For the second year (assuming the family's gross income and medical expenses do not change), their medical expenses will be calculated with a 7.5% threshold ($\$30,000 \times 0.075 = \$2,250$), so their health and medical care expense deduction

will be \$250 (\$2,500 minus \$2,250).

- At the third year, the 10% threshold will be applied to their health and medical care expenses.

E.F. Child Care Expense Hardship – Treatment Group Only

HHA will grant a child care expense hardship rent to households with verified, unreimbursed child care expenses. Where a household's total unreimbursed child care expenses are \$2,000 or more, HHA will allow the full deduction of reasonable unreimbursed child care expenses and apply the tiered TTP that corresponds to their current/anticipated adjusted annual income. Regulatory caps on child care expenses will apply, i.e., cannot be more than the income earned and must be reasonable.

Request:

- A hardship due to an increase in TTP as a result of the loss of child care deductions must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's total unreimbursed child care expenses are at least \$2,000/year.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated adjusted annual income, taking into account the full allowable child care expense deduction.

Time Frame:

- The hardship will remain in place for a 12-month period.
- At the end of that 12-month period, the household may reapply for an extended hardship TTP. For continued child care hardship eligibility, during the 12-month hardship period, the household must apply for child care assistance provided by local private/public partners. In the event child care assistance is denied for reasons beyond failure to apply or lack of participation and the household remains eligible to deduct child care expenses, HHA will extend the hardship for an additional 12-month period. Written evidence of the household application and related written response is required for HHA to make a determination on extending the child care hardship.
- If the household does not reapply for the hardship or is not approved for an extended hardship, the tiered rent will revert back to the pre-hardship tiered rent TTP.

Applicability:

- The Child Care Expense Hardship applies to families in the Treatment group.

Example:

- Prior/Retrospective Gross Income: \$30,000
- TTP using Prior/Retrospective Gross Income: \$700
- Child care expenses: \$2,000

- Current/anticipated gross income: \$30,000
- Current/anticipated adjusted income: \$30,000 - \$2,000 = \$28,000/year
- Child care expense deduction of \$2,000 meets the threshold of \$2,000/year
- Household qualifies for the child care hardship
- Hardship TTP for the current/anticipated adjusted income is: \$653

G. Child Care Expense Hardship – Excluded and Control Groups

Upon implementation of HOTMA, *looking for work* no longer qualifies a family for a child care expense deduction. When a family demonstrates to HHA's satisfaction that they are unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering their education, HHA will grant a hardship to allow the child care expense to continue for a limited time. For this purposes of this hardship, HHA will define a family's inability to pay their rent where their total unreimbursed child care expenses is at least \$2,000/year.

Request:

- A hardship due to an inability to pay rent as a result of the loss of child care deductions must be requested, in writing, by the household.

Eligibility:

- In order to receive the hardship, the family must demonstrate to HHA's satisfaction that they are unable to pay their rent because of the loss of the child care expense deduction and the child care expense is still necessary even though the family member is no longer employed or furthering their education.

Remedy:

- Relief for an approved hardship exemption includes a continuation of the child care deduction for a period of up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

Time Frame:

- The hardship will last up to 90 days. HHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

Applicability:

- This hardship is applicable to families in the Excluded and Control groups.

Example:

- An adult family member had child care expenses for employment, but lost their job. The family wishes to keep child in care while the adult looks for work. HHA receives verification showing the total child care expenses for qualifying child(ren) exceed \$2,000/year.

F.H. Full-Time Student Hardship - Treatment Group Only

HHA will grant a full-time student status hardship rent, to a household, if a family member, other than the

head of household, co-head or spouse, has earned income and, subsequent to enrollment, becomes a full-time student and would experience a decrease in income as a result of the full-time student income exclusion. Upon verification of full-time student status, HHA will allow the entire exclusion of full-time student earned income and apply the tiered rent which is consistent with the household's current/anticipated income.

Request:

- A hardship due to full-time student status, must be requested, in writing, by the household.

Eligibility:

- A household will be eligible for this hardship exemption if the household's TTP is reduced by at least one income band as a result of the removal of the full-time student's earned income.

Remedy:

- If a hardship exists, the hardship TTP will be set using the income band that applies to the household's current/anticipated gross annual income, taking into account the full-time student income exclusion.

Time Frame:

- The hardship will remain in place for a 12-month period after which the family must reapply for the hardship and provide verification of full-time student status.
- If the family does not reapply and provide verification of full-time student status, the tiered rent TTP will revert to the pre-hardship tiered rent TTP.

Applicability:

- The Full-Time Student Hardship applies to families in the Treatment group.

Example:

- Prior/Retrospective gross Income: \$27,000
 - Tiered Rent TTP based on the prior/retrospective gross income: = \$607
- At Hardship Request:
 - Current/anticipated gross Income: \$27,000
 - FT Student Earned Income: \$8,000
 - Current/anticipated gross income: \$19,000
 - Hardship TTP: \$420

G.I. Alternative Verification Hierarchy Hardship – All Groups

If a household does not agree with an income and rent determination which may be predicated upon the use of third-party documents and tenant declarations outside of the HUD standard Verification Hierarchy, the household may request an informal hearing as a second level of review of HHA's determinations. HHA will follow its existing policies upon receipt of the household's request for an informal hearing.

The Alternative Verification Hierarchy Hardship policy applies to families in the Treatment and Excluded groups.

H.J. Other Hardship – Treatment Group

A household may request a hardship exemption for other circumstances not outlined above, such as the death of a family member, a significant increase in reasonable and necessary out-of-pocket expenses because of changed circumstances (for example, a large medical bill), or if the household is facing eviction due to inability to pay the rent. HHA will consider these requests on a case-by-case basis and decisions will be made by the Department Director level or above.

Eligibility:

- The Department Head or his/her designee will determine that circumstances beyond the household's control make it difficult for the household to pay the tiered rent TTP, and a temporary rent reprieve is necessary.

Remedy:

- HHA will review the household's current/anticipated income and determine whether to set the TTP at a lower income tier or apply the \$50 minimum rent based on the individual hardship.

Time Frame:

- The duration of the hardship rent will be determined on a case-by-case basis which will reflect the anticipated duration of the presented hardship.

H.K. Minimum Rent Hardship – All Groups

HHA may grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of a financial hardship.

The minimum rent hardship policy applies to the families in the Treatment, Excluded and Control groups.

Defined Financial Hardships

Financial hardship includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
 - a. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.
 - b. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:
 - i. Implementation of assistance, if approved, or
 - ii. The decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

2. The family would be evicted because it is unable to pay the minimum rent. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.
3. Family income has decreased because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

Determination of Financial Hardship from Minimum Rent

When a family requests a financial hardship exemption, HHA will suspend the minimum rent requirement beginning the first of the month following the family's request. HHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

HHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family will be required to pay an HHA determined amount between 0% and 30% of gross income which HHA will determine based on each family's individual circumstances.

Temporary Hardship

If HHA determines that a qualifying financial hardship is temporary, HHA will suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay HHA the amounts suspended. HHA will offer a reasonable repayment agreement, on terms and conditions established by HHA.. HHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

HHA will enter into a repayment agreement in accordance with the policies in this plan.

Long-Term Hardship

If HHA determines that the financial hardship is long-term, HHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

The hardship is deemed to be discontinued when the family's TTP is greater than the minimum rent.

Families on approved hardships from minimum rent are required to report all increases in income and/or

decreases in unreimbursed expenses, where applicable, within 10 business days from the date of occurrence.

JL. Flat Rent Hardship – Excluded Group Only

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 calendar days, Management will reduce rent to the income-based rent based on verified income information.
3. The resident must pay the income-based rent until the next regular reexamination.

~~XII.~~XIII. REEXAMINATIONS

A. Regular Recertification Frequency

Regular recertification has varying frequencies based on the group the family has been assigned. Generally the recertification frequency is as follows:

- Treatment Group: Triennial, ~~upon HUD approval~~
- Excluded Group: Triennial
- Control Group: Annual

B. Phase-In for the Excluded Group

HHA will phase in the triennial recertification frequency for the excluded group over a three year period. During the first year, one third of families in the excluded group will complete a recertification. During years two and three, one third of remaining families in the excluded group will complete a recertification so that all families will be on a triennial recertification frequency by the end of year three. Families will be selected randomly to determine their initial phase in year.

C. Eligibility for Continued Occupancy

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

1. Qualify as a household as defined ~~under Appendix A, DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES~~under Appendix A, DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES, in Section XV of this policy. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease and is otherwise eligible. Remaining family members can also include court recognized emancipated minors under age 18.
2. Are in full compliance with the household/resident obligations and responsibilities as described in the dwelling lease.
3. Pass an annual criminal background check.
4. All household members who are U.S. citizens/nationals or who contend eligible noncitizen status have Social Security numbers or have certifications on file indicating they have no Social Security number.
5. Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
6. Who are in compliance with the 8-hour per month Community service requirements, if applicable.

D. Remaining Household Members

1. If the head of household dies or leaves the unit for any reason other than termination of the tenancy by HHA, continued occupancy by remaining household members is permitted only if:
 - a. The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence; and
 - b. A replacement head of household is identified and reported to HHA in writing within 30 calendar days of the occurrence. If after 30 days of the occurrence, no head of household is

- reported, HHA will proceed with eviction.
- c. The household member seeking to become the head of household must meet HHA's screening and eligibility requirements;
 - d. The member seeking to become the head of household has reported all income as required by HHA policy;
 - e. The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy;
 - f. The household agrees to occupy an appropriately sized unit based on HHA's Occupancy Standards
 - g. Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s) (under 18), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
 - h. The household agrees to a written payback agreement for any arrearages incurred by the former head of household.
2. Those under 18 seeking to become the head of household must provide proof of emancipation, including but not limited to: Marriage license; Divorce decree, emancipation; or military enlistment or discharge papers.
 3. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet HHA's screening and eligibility criteria.
 4. HHA may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure from the unit.
 - 4.5. Live-in aides, foster adults, and foster children do not qualify as remaining family members (even if related to family members), and have no rights to the unit as remaining family members.

E. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income every three years, although they are still required to certify that they have met the Community Service requirements (if applicable) annually, at lease renewal.

F. Zero Income Families – Increases in Income

Control and Excluded Groups

Zero income families are required to report any increase in any type of income, including cash and non-cash contributions, between regular recertifications.

HHA will conduct an interim recertification and increase rent for zero income families when income is received. When the family is no longer a zero income family, interim reporting of increases in income is not required.

HHA will run an EIV income report every 180 days for families reporting zero income and will take appropriate action for unreported income.

G. Seasonal Income

See policies on calculation of ~~Seasonal Income~~Seasonal Income ~~seasonal income~~ in the income chapter.
~~Seasonal Income~~

H. Notice of Rent Adjustment and Effective Dates

1. If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.
 - a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described herein and transferred to an appropriate apartment when one becomes available.
2. The Notice of rent adjustment will include the current rent, the new rent, and the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent. The notice will inform the household on how to request a Grievance hearing
3. Effective Date of Adjustments
 - a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
 - b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
 - c. Rent increases (except those due to misrepresentation) require 30 calendar days' notice and become effective the first day of the following month.
 - d. Rent increases due to misrepresentation, or failure to report a change, are retroactive to the first of the month following the event that was misrepresented or not reported.

I. Reexamination and Pending Lease Termination

If HHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed.

- a. If HHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted;
- b. If the resident prevails in the lease termination action, a new lease will be executed.

A special reexamination will be conducted when there is a change in the head of household that requires a remaining household member to take on the responsibilities of a head of household.

J. Interim Rent Adjustments

Reporting of certain interim changes is required, while reporting of other interim changes is discretionary. The policies below provide detail on required and discretionary interim reporting requirements, including applicability to the respective groups – Treatment, Control and Excluded groups.

When a decrease in income is reported, and HHA verifies that the decrease will last less than 30 days, an

interim adjustment will not be processed.

Residents will be notified in writing of any rent adjustment, including, the effective date of the adjustment.

K. Changes in Household Composition

Treatment, Control and Excluded Groups

Residents are required to report all changes in household composition or status to the housing manager. Failure to report within the 10 business 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.

1. All changes in household composition must be reported within ten 10 business days of occurrence.
2. Additions by birth, adoption or court -awarded custody do not require HHA prior approval; however, the family is still required to report the addition within 10 business days of the change.
3. Additions of the following persons must be requested in writing and require written permission from HHA before the persons may move into the apartment:
 - a. Adult household member (including a new spouse);
 - b. Foster child or children (but not children added by birth, adoption, or court awarded custody, although those events must be reported within ten (10) days of their occurrence;
 - c. Foster adult;
 - d. Live-in Aide;
 - e. Child in kinship care.
4. All adults who are proposed for addition to a household or household must be screened for eligibility.
5. All adults who are proposed for addition to a household or household must not overcrowd the unit.

Control Group

When a change in household composition is processed as an interim recertification, HHA will update household composition; however TTP, as a result of an increase in income, will not be adjusted until the next regular recertification. HHA will update the utility allowance, where applicable, at the first regular recertification after the change in household composition.

Excluded Group

When a change in household composition is processed as an interim recertification, HHA will update household composition and update the utility allowance, where applicable, at the time the interim recertification is processed. TTP, as a result of an increase in income, will not change until the next triennial recertification however, tenant rent may be impacted as a result of the change and utility allowance.

Treatment Group

When a change in household composition is processed as an interim recertification, HHA will update household composition and update the utility allowance, where applicable, at the time the interim recertification is processed. TTP, as a result of an increase in income, will not change until the next triennial recertification however, tenant rent may be impacted as a result of the change in utility allowance.

L. Interim Increases in Income

All Groups

Unless otherwise required by HUD, increases in income, including cost of living adjustments to recipients of Social Security, TANF, and Veterans Assistance, and new or increased amounts of unearned income **Do NOT need to be reported** until the next regular recertification, except as stated in this ACOP for zero income families in the control and excluded groups.

M. Interim Rent Decreases

Control and Excluded Groups

The tenant may report any of the following changes, which would result in HHA conducting an interim adjustment to decrease the tenant's rent:

1. Decrease in earned or unearned income;
2. Increase in allowances or deductions;
3. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled more often.

N. Interim Rent Increases

Treatment, Control and Excluded Groups

Interim increases in Tenant Rent will be made when:

- **All Groups:** The tenant has misrepresented any facts related to income or deductions from income; or
- **Excluded and Control Groups Only:** The tenant has claimed zero income and has been verified to have cash or non-cash income; or charitable contributions;

O. Timing of Interim Rent Adjustments

Control and Excluded Groups

1. Interim rent increases will be effective 30 days after the first of the month following the

increase in income.

2. Decreases in the tenant rent will be effective the first of the month following the month a valid change was reported.
3. If a family's rent is increased due to unreported income, overstated deductions, or unreported changes in household composition, the increase will be effective retroactive to the date when the rent should have increased.
4. If the family's rent is decreased due to unreported change in income, understated deductions, or unreported changes in household composition, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.
5. Participants must report changes in income before the 15th of the month in order to have the decreased rent effective for the first of the following month.
6. If paperwork to process the reduction is not received by the 15th of the month, the decreased rent may not be effective by the first of the following month, but the family will be credited retroactively because its request was timely.
7. If the family causes delays in completing an interim re-certification, the Authority may terminate assistance.
8. The tenant will be sent a notification letter informing them of any change in Rent and Tenant Rent, and the effective date of the changes.
9. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

P. Adjusting Rent between Regular Reexaminations

Control and Excluded Groups

HHA determinations on processing interim changes in rent in **between Regular Reexaminations** in accordance with the chart below:

INTERIM INCOME CHANGE	INTERIM HHA ACTION
<ul style="list-style-type: none">Decrease in income, except for decrease that lasts less than 30 days or is subject to Imputed Welfare Income rules	<ul style="list-style-type: none">HHA will process an interim reduction in tenant rent and tenant-paid utilities (i.e., Total Tenant Payment) if the household's income decreases.
<ul style="list-style-type: none">Increases in any type of income between regular recertifications, including moves and port outs.	<ul style="list-style-type: none"><u>Unless otherwise required by HUD</u>, HHA will not recalculate household income until the effective date of their next regular certification.

INTERIM INCOME CHANGE	INTERIM HHA ACTION
<ul style="list-style-type: none"> • Change in household composition 	<ul style="list-style-type: none"> • HHA will conduct an Interim recertification to add the family member; however, income will not be recalculated until the next reexam. • See changes in household composition for detailed policy on changes in household composition.
<ul style="list-style-type: none"> • Increase in monetary or non-monetary income after a household claimed zero income 	<ul style="list-style-type: none"> • HHA will process an interim change to rent.

Q. Imputed Welfare Income and Interim Recertification

All Groups

1. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
 - a. The Texas Department of Human Services (TDHS) has reduced the grant because of welfare fraud; or
 - b. TDHS has reduced the grant because the household failed to comply with economic self-sufficiency requirements.
2. If a resident challenges the TDHS's reduction of their grant, an interim reduction in rent will be processed until the matter is settled by the TDHS.
3. If the TDHS upholds the grant reduction, the resident will owe a retroactive rent on the interim rent reduction granted.
4. If the TDHS overturns the grant reduction, no retroactive balance is owed.

~~XIII.~~XIV. COMMUNITY SERVICE

Community Service is defined as the performance of unpaid voluntary work or duties that are a public benefit. Federal regulations established community service requirements to engage eligible public housing tenants in rewarding activities offering opportunities to acquire work experience and/or benefit the overall community. Adult tenants deemed by management as non-exempt will be required to report the completion of eight (8) hours of community service, participation in a Self-Sufficiency program, each month. Management will comply with the following terms to implement and enforce community service requirements:

Management shall provide written notice to all adult residents informing them of community service and self-sufficiency requirements. The notification must alert residents of their requirement determination that indicates if they are exempt or non-exempt; along with actions that are needed for the tenant to comply.

A. Triennial Reexams and Community Service Requirement

MTW Policy – Treatment and Excluded Groups

The CSSR requirement to verify compliance each year at least 30 days ahead of the annual lease term continues to apply. The triennial recertification frequency for the treatment and excluded groups does not waive this requirement.

HHA will not report the household's CSSR compliance status to HUD annually by submitting 50058s in between triennial reexams for the sole purpose of reporting household's CSSR compliance.

If a household's CSSR status changes in between triennial reexams, HHA will update the household's CSSR status and report the change.

B. Eligible Participants

1. Adult tenants who are non-working residents and not elderly, disabled or handicapped are deemed as non-exempt and **required** to perform eight hours of community service, each month.
2. Adult tenants who are exempt (**not required**) to complete community service requirements are adult individuals who are:
 - a. At least age 62 years or older;
 - b. Blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), that can be verified because of the disability ~~s/he is~~they are unable to comply with the service provisions;
 - i. Verification shall be determined by HHA upon receipt of disability verification or ~~when the tenant submits~~ Reasonable Accommodation forms for to HHA to

confirm;

~~b-c.~~ A primary caretaker of a disabled household member (as defined above);

~~c-d.~~ Engaged in work activities for a minimum of 30 hours per week;

e. Enrolled as a full-time student (12 semester hours) at a secondary school or an institution of higher;

f. Is a member of a non-public housing over-income family.

~~d-g.~~ Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

3. Tenants are responsible for reporting to management any changes resulting in a modification of their eligibility to perform community service. Management will acknowledge the status change on the date it is received from the tenant. Tenant shall be required to complete all service hours that were required prior to the change.
4. Tenants who are exempt, due to employment, must be working with an employer a minimum of 30 hours per week and verified by management.
5. Management shall make the final determination regarding tenant's community service status (exempt vs no-exempt). Tenants may use the Grievance Process, if they disagree with management's determination.
6. Tenants seeking exemption because of disability(ies) shall submit verification of their disability or a Reasonable Accommodation to HHA for a final approval to have their status changed.

C. Eligible Community Service Activities

1. Eligible Community Service hours shall directly benefit the general public and/or public housing site under the direction of an organization that is deemed non-profit, faith-based and/or public sector; located within Harris County. Tenants participating in post- secondary institutions/job training programs are allowed to be enrolled with institutions outside of Harris County.
2. Community service hours cannot be fulfilled with a for-profit or private sector entity; nor include any involvement with political activities.
3. In lieu of performing community service hours, non-exempt residents may participate in a self-sufficiency program. Involvement in a self-sufficiency program is defined as actively

attending/participating in an official class/workshop/training for a minimum of eight hours per month.

4. Self-Sufficiency program shall be defined as any program allowing tenants to increase their capacity to become economically self-sufficient (literacy, post-secondary education, job training, employment service, etc.) and/or efforts to live independently (community based support groups).
5. A combination of community service hours and self-sufficiency participation, of at least eight hours each month, will be accepted.
6. Management will only accept eight hours of community service, each month. Completed service hours beyond eight hours will not be not accepted; unless authorized in advance by management to resolve delinquent hours.
7. Management may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees.

D. Administering Community Service Policy

1. Family members 18 years of age and older (deemed as non-exempt) will be notified of the community service requirements prior to admission and again at each annual reexamination.
2. The Property Manager will provide non-exempt individuals with: 1) information clarifying what the qualifying activities are, 2) forms for tracking completed service hours, 3) verification of participation and 4) the process for reporting any changes to exempt or non-exempt status of family members. Non-exempt tenants are responsible for acquiring all required community services forms from management, for properly reporting the completion of monthly hours. Tenant shall also be responsible for ensuring all documents/forms are completed in its entirety. Management can reject documentation that is incomplete and does not meet the minimum 8-hours requirement and/or any other requirements governing community services hours.

E. Reporting Community Service Hours

1. Management will review the family's community service compliance, every month. Tenants shall submit documentation, to management, indicating their completion of eight community services hours with their rent payments. It shall be the responsibility of the Head of Household to ensure all non-exempt household members submit their documentation indicating their completion of service hours and/or participation forms. Tenants shall also be required to retain copies of all completed services hours for future reference.
2. Households' failure to submit completed community service documentation with monthly rent payments shall be deemed as non-compliant and in violation of the lease and grounds for termination.
3. If management determines that a non-exempt family member has not met their service requirement, the tenant and/or the Head-of-Household will be notified of the non-compliance determination. A notice of non-renewal of the lease will be issued, unless a) the

head of household and non-compliant resident enters into a written agreement (and follows through with the agreement) to cure the non-compliance matter before the current lease agreement expires, or b) the Head of Household provides written evidence that can be verified that the non-compliant tenant no longer lives in the unit. The Property Manager will retain all documentation of completed service requirement performance and/or exemption in the tenants' file.

~~XIV~~.XV. TRANSFER POLICY

A. General Transfer Policy

HHA shall consider changes in dwelling units for existing households when various circumstances arise and warrants a change. Below are the guidelines that shall govern unit transfers:

1. Transfers are made without regard to race, color, sexual orientation, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
3. There are no notice requirements for mandatory transfers. All other categories of transfers will be given the appropriate amount of notice, when required local and State laws.
4. Tenants may use HHA **Grievance Procedure** for all transfers except those deemed as Administrative Transfers. Refusal of any mandatory transfers for administrative purposes will result in HHA terminating the lease.
5. Transfers, regardless of the initiator, shall generally be processed within the household's existing housing program. Unless otherwise allowed herein, transfers among HHA's programs such as Public Housing to Project- Based Section 8 to Housing Choice Voucher Program or vice versa require authorization from the HHA's President/CEO or their designee. Whenever feasible, HHA shall process transfers within a household's current site before considering a transfer to a different site.
6. In instances where HHA or its non-profit subsidiaries, instrumentalities or affiliates owns or partially owns multiple developments in different programs, HHA may exercise its discretionary authority to allow participant households to transfer between units, developments, and programs under 24 CFR 960.202(a)(2)(v) – "Tenant selection policies." HHA may utilize this discretionary authority in conjunction with its ACOP policies for Administrative Transfers and Emergency Transfers in subsection called "Types and Priorities of Transfers." Similarly, HHA may apply regulations 49 CFR 24.203(c)(4) regarding relocation notices and urgent need as well as 49 CFR 24.204(b)(3), pertaining to an emergency requiring immediate evacuation and the availability of comparable replacement dwelling before displacement, under the Uniform Relocation Act.
7. Tenants in good standing who are transferred to another public housing site or HHA program, including the Housing Choice Voucher program, due to planned modernization, demolition, redevelopment or other construction activities, shall have the right to return to renovated or replacement units that are developed at on or off-site locations subject to meeting applicable eligibility requirements. Such right to return shall be incorporated into tenant selection plans that may be adopted for the replacement unit.
8. Tenants who are transferred to another public housing site or HHA program, including the

Housing Choice Voucher program, in connection with a planned conversion to project-based assistance under the Rental Assistance Demonstration (RAD) program, shall have the right to return to renovated or replacement units that are developed at on or off-site locations in accordance with HUD requirements specified in RAD Notices or other applicable HUD guidance. Such right to return shall be incorporated into tenant selection plans that may be adopted for the renovated or replacement RAD units.

B. Types and Priorities of Transfers

HHA shall offer the following types of transfers which are also ranked in accordance to priorities:

1. Administrative Transfers – Categories 1 through 3
2. Emergency Transfers
3. Resident-Initiated Transfers
4. Economic Self-Sufficiency Incentive Transfer

C. Administrative Transfers

Administrative Transfers are mandatory when HHA determines that unit or building conditions pose an immediate threat to resident life, health or safety; when HHA determines that a transfer is necessary to resolve problems of an urgent or life-threatening nature that are not related to building or unit conditions; when households are overhoused or underhoused; or, when necessary to comply with federal Low Income Housing Tax Credit income requirements. These transfers are categorized into three groups.

Category 1 (Management Initiatives)

Category 1 Management Initiatives Transfers are mandatory when HHA determines that physical improvements are necessary to resolve circumstances deemed as a threat to life, health and/or safety or when HHA determines. Management Initiatives Transfers are also allowed when HHA determines that a transfer is necessary to resolve problems of an urgent or life-threatening nature that are not related to building or unit conditions, as authorized by the HHA President & CEO or designee. Transfers will be provided within the site or between sites or programs to: permit repairs related to but limited to: renovations, revitalization, demolition and/or disposition. These transfers shall be mandatory and do not require HHA to issue an advance notice. They will also take priority over new admissions.

Category 2 (Over and Under Housed Dwelling Units)

Category 2 Over and Under Housed Transfers shall be offered to resolve households who do not comply with HHA's occupancy guidelines. When households are ruled as under or over-housed, they will be transferred preferably to the same site; however, HHA has the right to offer transfers at other sites within the same program. These transfers are mandatory and does not require HHA to issue an advance notice. These transfers shall take priorities over new admissions.

Category 3 (Income Tier Transfers)

Category 3 Income Tier Transfers shall be processed to satisfy requirement for households at tax credit properties whose incomes have declined and they are no longer able to qualify for the income tier in which

they were admitted.

D. Emergency Transfers

Emergency Transfers are deemed by HHA as situations that addresses immediate life threatening conditions including domestic violence, dating violence, sexual assault or stalking, in accordance with HHA VAWA policy, hate crimes, witness protection or other situations that put a household member's life in danger from something other than unit or building condition. These transfers are not mandatory and allows households the right to refuse unit offers provided by HHA. In the event, a household declines the unit a lease termination will not be issued. The Household's refusal of a unit transfer will be perceived by HHA as the households' right to remain in their current unit. These transfers shall also take priorities over new admissions.

E. Economic Self-Sufficiency Incentive Transfers

Economic Self-Sufficiency Incentive Transfers are offered to households who are interested in relocating to a new or modernized public housing unit, at a different site. These transfers are not mandatory and shall take priority of new admissions. The transfer is also limited to tenants solely residing at, Cuney Homes, Ewing, Forest Green Townhomes, Kelly Village and Irvinton Village Apartments. Interested tenants must also meet all admission requirements to be eligible for the transfer in addition to the following criteria:

1. In good-standing with HHA's Lease Agreement no pending evictions nor pending formal administrative reviews.
2. Residency at Clayton Homes, Cuney Homes, Ewing Apartments, Forest Green, Kelly Village, or Irvinton Village for at least 3-years.
3. No outstanding debt with HHA; for the past 2-years.
4. No history of non-compliance nor disturbances that resulted in a lease violation(s) being issued within the past 2-years.
5. Employed or enrolled in an HHA Economic Self-Sufficiency Program.

F. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers submit requests for transfer, including necessary documentation, to the Occupancy Specialist Manager.
2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:
 - a. Administrative Transfers
 - b. Emergency Transfers
 - c. Resident-Initiative Transfers
 - d. Economic Self-Sufficiency Incentive Transfers
3. Within each category, transfer application will be sorted by the date the completed file (including any verification needed) is received from the manager.

4. Administrative transfers to correct occupancy standards may be recommended by the Management team at time of re-examination or interim redetermination.

G. Cost of Transfers

1. HHA will pay the cost of administrative transfers if it initiates excluding transfers related to changes in household size (overcrowding and over housing), change in income tier, emergency transfers and economic self-sufficiency incentive.
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities, along with other support deemed necessary by HH

H. Reexamination and Moves

MTW Policy

Treatment Group

If a household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will not adjust the rent.

The effective date of the next triennial recertification will not be changed to align with the new lease date when and if a move occurs after study enrollment.

When a move occurs within one or two months following study enrollment, HHA may move the effective date of the first recertification to match the new lease date; however, after that the effective date of the next triennial recertification will not be changed.

MTW Policy

Excluded Group

If a household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will conduct a reexamination and update the income and rent at the time of the move.

The effective date of the next triennial recertification will change to align with the new lease date.

Control Group

If a household moves, HHA will update any applicable utility allowance and conduct an *Other Change of Unit* action type to process the move. HHA will conduct a reexamination and update the income and rent at the time of the move.

The effective date of the next annual recertification will change to align with the new lease date.

~~XV.~~XVI. LEASE TERMINATION POLICIES

A. General Policy: Lease Termination

Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-Initiated Lease Terminations

Residents may terminate tenancy by providing 30 days written notice to property manager in accordance with their lease.

C. HHA-Initiated Lease Terminations

1. HHA or its manager will terminate the lease only for:
 - a. Serious or repeat violations of the material terms of the lease such as the following:
 - i. Failure to make payments due under the lease;
 - ii. Failure to fulfill Tenant/household obligations under the lease.
 - b. Other good cause, including but not limited to: –good cause includes but is not limited to the following:
 - i. Criminal activity or alcohol abuse;
 - ii. Discovery after admission or lease renewal of facts that made the tenant ineligible;
 - iii. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or reexamination of eligibility;
 - iv. Failure to comply with the community service requirements;
 - v. Failure to accept the HHA's offer of a lease revision to an existing lease that is on a form adopted by the HHA in accordance with regulations, with written notice of the revision offer at least 60 calendar days before the lease revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family.
 - ~~iv. Disturbing the peace~~
2. HHA ~~and~~ or its designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. ~~In accordance with the lease and grievance procedure, HHA will notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure. The notice will inform the household on how to request a Grievance hearing. Families with a Non-Public Housing Over-Income (NPHOI) lease are not subject to the Grievance procedure.~~
4. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking (see Definitions in

Appendix A, ~~DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES~~~~DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES~~section XV) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

5. If a non-exempt member of a resident household fails to comply with the 8 hour per month Community Service requirement, the entire household may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at any time during this period, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.
6. The community service requirement does not apply to Long Drive or Telephone Road.

D. Notification Requirements

1. The ~~Authority's~~ written ~~Notice of~~ Lease Termination will state specific grounds for termination, and shall inform the tenant of their right to make such reply as they may wish. The notice shall also inform the tenant of the right to examine HHA documents directly relevant to the termination or eviction. When the HHA is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of their right to request a hearing in accordance with the Public Housing Grievance Policy. the reason for the proposed termination, the section of the lease violated, the date the termination will take place and will offer the resident all the rights and protections provided by the regulation and this policy.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by State law.
3. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
 - a. When the Authority terminates the lease, written notice will be provided as follows:
 - i. 14-30 calendar days prior to termination for failure to pay rent;
 - ii. A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):
 - If the health or safety of other residents, HHA or management employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - If any member of the household has engaged in any drug-related criminal activity or violence criminal activity; or
 - If any member of the household has been convicted of a felony.
 - iii. 30 calendar days in any other case, except that if a State or local law allows a

- ~~shorter notice period, such shorter period shall apply.~~
- ~~ii. 3 calendar days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;~~
- ~~iii. At least 30 calendar days prior to termination in all other cases.~~

E. Eviction Actions

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action.
3. HHA is not required to prove that the resident knew or should have known that a household member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.
4. In deciding whether to evict for criminal activity, HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by household members and the effect that the eviction would have on household members not involved in the prescribed activity.
5. In appropriate cases, HHA may permit continued occupancy by remaining household members and may impose a condition that the household members who engaged in the prescribed activity will neither reside in nor visit the dwelling unit.
6. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit ~~as prescribed in Section II.~~
7. HHA will require that the remaining household members live in strict compliance with the lease and may require that the household be placed on probation for an appropriate period of time.

F. Record Keeping Requirements

1. A written record of every termination and/or eviction will be maintained by HHA in compliance with applicable laws. and will contain the following information:
 - a. Name of resident race number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
 - d. Date and method of notifying resident; and
 - e. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
2. HHA will report resident owed funds and negative terminations into the HUD EIV system.

G. Grievance Procedure for Tenants

1. *Grievance* is defined as any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant's lease or HHA regulations that adversely affects the individual Tenant's rights, duties, welfare, or status.
2. HHA has established a Public Housing Grievance Policy that includes, but is not limited to, applicability rules, an explanation of the grievance process, identification of applicable timelines, and procedures governing the hearing. See Appendix B: **GRIEVANCE POLICY**~~GRIEVANCE POLICY~~.
3. The Public Housing Grievance Policy is provided to Tenants at the time the lease is signed and is also available in the property management offices and the Public Housing Office.

~~Under 24 CFR 966.56 (b)(1), HHA may provide documents, including records and regulations, that are directly relevant to the hearing to the resident via email, or on a secure website or cloud-based server. HHA must ensure that electronic information stored or transmitted is secure per Notice PIH-2015-06, meets the requirements for accessibility for persons with disabilities and persons with Limited English Proficiency, considers technology barriers described, and explains how documents will be presented prior to a remote hearing.~~

4. The Grievance Policy is not applicable to Non-Public Housing Over-Income (NPHOI) families.

~~XVI.~~XVII. SECTION 8 NEW CONSTRUCTION: LONG DRIVE

A. General Policy: Lease Termination

Either HHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to HHA or property manager in accordance with **HHA Procedure on Resident-Initiated Lease Terminations**.

C. HHA-initiated Lease Terminations

1. HHA and or its designated representative will terminate the lease only for
 - a. Substantial lease violations; or
 - b. Repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right or peaceful enjoyment of the premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or
 - c. Failure to carry out obligations under the State of Texas Landlord/Tenant Act or
 - d. Other good causes (only at the expiration of the lease term).
2. HHA and or designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. HHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking (see Definitions in HHA VAWA Policy) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 5382) or provide other documentation of their status.

D. Notification Requirements

1. The Authority's written Notice of Lease Termination will state
 - a. The date the lease will be terminated
 - b. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
 - c. That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which

- time the tenant may present a defense;
 - d. That the tenant has 10 days within which to discuss the proposed termination of tenancy with the manager. The 10 days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
2. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding;
 3. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
 4. The Notice to Vacate may run concurrent with any notice required by State law.
 5. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old or may be mailed by certified or first class mail.
 6. When the Authority terminates the lease, written notice will be provided as follows:
 - a. 14 days prior to termination for failure to pay rent;
 - b. days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
 - c. At least 30 days prior to termination in all other cases.

E. Eviction Actions

1. HHA may evict a resident from the apartment only by bringing a Court action.
2. If HHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney's fees, unless the resident prevails in the action;
3. HHA is not required to prove that the resident knew or should have known that a household member, household member, visitor, or other person under the resident's control was engaged in the action that violated the lease.
4. In deciding whether or not to evict for criminal activity HHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by household members and the effect that the eviction would have on household members not involved in the proscribed activity.
5. In appropriate cases, HHA may permit continued occupancy by remaining household members and may impose a condition that the household members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
6. HHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit ~~as prescribed in Section H.~~

7. HHA will require that the remaining household members live in strict compliance with the lease and that the household be placed on probation for an appropriate period of time.

F. Record-Keeping Requirements

1. A written record of every termination and/or eviction will be maintained by HHA, and will contain the following information:
 - a. Name of resident, race, number and identification of apartment occupied;
 - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
 - c. For lease terminations for criminal activity, a note in the file with the date, case number and
 - d. source of information relating to the Notice of Arrest or Notice of the Incident
 - e. For “cause” lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
 - f. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
 - g. Date and method of notifying resident; and
 - h. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
 - i. Copy of the served Termination Notice;
 - j. Copy of any agreed settlement orders;
 - k. Copy of any post-judgment agreements

~~XVII.~~XVIII. UTILITIES

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination.
2. When a resident makes an application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that HHA will be notified if the resident fails to pay the utility bill.

Failure to procure utility service in one's own name and/or failure to sign a third-party notification agreement are serious violations of the lease, subjecting the tenant to lease termination.

3. Each resident who pays some of their own utilities will receive a monthly Utility Allowance based on the utilities that they pay directly to the utility company(ies). The utility allowance reflects a reasonable amount of utilities for the specific size and type of apartment occupied.
4. Residents who pay their utility bills directly to the utility company(ies) and are paying an income- based rent have the amount of rent owed to HHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to HHA.
5. When a resident's Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier.
6. Residents receiving Utility Reimbursements from HHA are responsible for paying the utility company(ies) for any utility charges in excess of those covered by the Utility Allowance;

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check-metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual
2. equipment provided by HHA. Check meters are read by HHA and each tenant is charged for consumption in excess of the utility allowance at the rate paid by HHA.
3. In buildings where HHA supplies all utilities, HHA may make excess utility charges for the use of certain resident-supplied appliances. Examples include:

- a. Second refrigerator;
- b. Air conditioner;
- c. Freezer

C. Reasonable Accommodation

Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances, but only if there is a verified need for special equipment because of the disability.

D. Individual Resident Relief from Excess Utility Consumption

HHA allows residents to request individual relief from surcharges for excess consumption of HHA-purchased utilities and from payment of utility supplier billings in excess of the allowances.

Residents may request relief if the family contains members that are susceptible to the health risks due to exposure to heat.

~~XVIII.L. REASONABLE ACCOMMODATIONS~~

~~A. Policy Statement~~

~~The Houston Housing Authority ("Housing Authority") is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide the accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.~~

~~A copy of the Housing Authority's Reasonable Accommodation Policy ("Policy") shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at www.housingforhouston.com.~~

~~B.A. Legal Authority~~

~~This Policy is in compliance with the statutory authority listed below:~~

- ~~1. Section 504 of the Rehabilitation Act of 1973 (Section 504);~~
- ~~2.1. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);~~
- ~~3.1. The Fair Housing Act of 1968, as amended (Fair Housing Act);~~
- ~~4.1. The Architectural Barriers Act of 1968; and~~
- ~~5.1. 24 C.F.R. Part 8 etc.~~

~~C.A. Monitoring~~

~~The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:~~

~~Legal Compliance Officer 2640 Fountain View Drive
Houston, Texas 77057
Phone: (713) 260-0353 • Fax: (713) 260-0376
TTY: (713) 260-0547~~

~~Each housing applicant shall be provided with a copy of either the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.~~

~~D.A. Language Assistance Plan & Limited English Proficiency Policy~~

~~The Houston Housing Authority (HHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their~~

~~programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.~~

~~HHA's Language Assistance Plan defines HHA's approach to ensuring Title VI compliance with respect to LEP persons. HHA will periodically review and update this policy to ensure continued responsiveness to community needs and compliance with Title VI.~~

~~Further detail is available in the Language Assistance Plan. See Appendix C: **LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY.**~~

APPENDIX A: DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES

1. **Accessible Dwelling Units**—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is *accessible* within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. **Accessible Facility** - means all or any portion of a facility **other than an individual dwelling unit** used by individuals with physical disabilities.
3. **Accessible Route** - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility
4. **Adaptability** - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability.
5. **Alteration** - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

6. Alternative Non-Public Housing Rent. A monthly rent equal to the greater of:

- a. The applicable fair market rent, as defined in 24 CFR 888, Subpart A, for the unit; or
- b. The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

6.7. Applicant – an individual or a household that has applied for admission to housing.

7.8. Area of Operation - Jurisdiction of HHA as described in state law and HHA's Articles of Incorporation – the City of Houston and all unincorporated areas within five miles of the City boundaries.

~~8. **Assets**— Assets means, cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of Net Household Assets, for assets used to compute annual income.~~

9. **Auxiliary Aids** - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.
10. **Care Attendant** - a person that regularly visits the apartment of a HHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence

(and if requested by HHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

11. **Citizen** – Citizen (by birth or naturalization) or national of the United States.
12. **Co-Head of Household** – One of two persons held responsible and accountable for the household.
13. **Community Service Requirements** – The performance of voluntary work or duties that benefit the public 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. See **HHA Policy on Community Service**.
14. **Covered Families for Welfare Benefits** – 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 household participate in an economic self-sufficiency program as a condition for such assistance.
15. **Covered Person** – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a visitor or another person under the tenant's control.
16. **Day Laborer** – An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
- 16-17. **Dependent** - A member of the ~~household family (which excludes foster children and foster adults);~~ other than head, ~~co-head. or,~~ spouse, ~~sole member, foster child, or Live-in Aide,~~ who is under 18 years of age, or is a person with a disability, 18 years of age or older and disabled, or is a full-time student.
- 17-18. **Designated Household** - means the category of household for whom HHA elects (subject to HUD approval) to designate a project (e.g. elderly household in a project designated for elderly families) in accordance with the 1992 Housing Act.
- 18-19. **Designated Housing** (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
- 19-20. **Development** – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site.
- 20-21. **Disability Assistance Expenses** – Reasonable expenses that are during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled household member that are incurred to permit an adult household member (including the person with disability) to be employed, provided that the expenses are not paid to a household member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
- 21-22. **Disabled Household** - A household whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled household may include persons with disabilities who are elderly.
- 22-23. **Displaced Person** – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. For purposes of redevelopment activities, a household may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of

such property. These families may be entitled to specified benefits under the Uniform Relocation Act.

23-24. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Household Assets **24 CFR § 5.603** in this section.)

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

24-26. Earned Income – Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does **not** include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

25-27. 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 substance abuse or mental health treatment) or other work activities.

26-28. Elderly Household - A household whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly household may include elderly persons with disabilities and other household members who are not elderly.

27-29. Elderly Person - A person who is at least 62 years of age.

28-30. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document.

29-31. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a HHA lease.

30-32. Extremely Low-Income Household – A Household whose Annual Income do not exceed the higher of the Federal poverty level or 30% of Area Median Income, as published by HUD adjusted for household size.

31-33. Family - includes, but is not limited to the following, **regardless of actual or perceived sexual orientation, gender identity, or marital status:**

a. A single person, who may be:

i. An elderly person, displaced person, disabled person, near- elderly person or any other single person; or

ii. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

- b. A group of persons residing together and such group includes, but is not limited to:
 - i. 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);
 - ii. An elderly family;
 - iii. A near-elderly family;
 - iv. A disabled family;
 - v. A displaced family; and
 - vi. The remaining member of a tenant family.

Children who are subject to a joint custody agreement and live in the unit at least 51 percent of the time will be considered family members. (51 percent of the time is defined as 184 days of the year, which do not have to run consecutively).

In a joint custody arrangement, if the minor is residing in the assisted unit less than 184 days per year, the minor will be considered an eligible visitor and not a family member (not on the lease). This means the minor may spend the amount of time in the home authorized in the custody arrangement.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family, if it can be verified that the child will be returned to the home.

Children who are away from home because they are attending school out of town will be considered family members, if it can be documented that they will be living in the household over summers and holidays.

32-34. Family Break Ups

HHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, HHA is bound by the court's determination of which family members continue to receive assistance.

1. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date, if the waiting list is open.
2. If a family breaks up into two otherwise eligible families while receiving assistance, the Vice President of the Public Housing program may in limited circumstances, including matters consistent with the VAWA policy, provide a second dwelling unit if removing a unit would be detrimental to a family.
3. In the absence of a judicial decision, or an agreement among the original family members, HHA will determine which family retains its placement on the waiting list, or which will continue to receive assistance taking into consideration the following factors:
 - a. The interest of any minor children, including custody arrangements;
 - b. The interest of any ill, elderly, or disabled family members;
 - c. Any possible risks to family members as a result of domestic violence or criminal activity; and
 - d. The recommendations, if any, of social service professionals.
4. If dependents are the only *remaining members of a tenant family* and there is no family member able to assume the responsibilities of the head of household, HHA reserves the right to admit an individual who is willing to assume the responsibilities of the head of household and who passes criminal history screening so that the dependents will not be forced to leave their home.

Household Members (who are not Family Members)

An assisted household may include both family members (as described above) and household members, who do not meet the definition above but who are permitted to live in the unit, if approved by the Authority. Household members would include:

1. Live-in Aide, as defined in this section Part XII of this Administrative Plan;
2. Foster ~~child or foster~~ children and adults as defined in this section.;
3. ~~Foster adult as defined in Part XII of this Administrative Plan~~;

When determining the unit size (number of bedrooms) for which a family qualifies, the Authority takes into account both family members and approved household members.

33. Family Members with a Fixed Source of Income - family members 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; Federal, state, local or private pension plans;
- b. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts;
- c. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

34. Flat rent – Rent that is based on the market rent charged for comparable units in the private unassisted rental market, set at no less than 80 percent of the current fair market rent (FMR), 80 percent of the small area fair market rent (SAFMR), or 80 percent of the unadjusted rent, with utility allowances applied as necessary. The unadjusted rent is the FMR estimated directly from source data that HUD uses to calculate FMRs in nonmetropolitan areas.

35. Foster Adult – A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, and is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the household can help with his/her care. Foster adults may be members of HHA households, but they have no rights as remaining household members. The income received by the household for the care of a Foster Adult is excluded from Annual Income.

34.36. Foster Child – A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster children who are living with an applicant or assisted family are considered household members, but not family members. Foster children do not qualify for a dependent deduction.

35.37. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution will include but not be limited to: college, university, secondary school, vocational school or trade school.

36.38. Gender Identity - actual or perceived gender-related characteristics.

39. Head of Household - Head of household means the household member (identified by the household) who is held responsible and accountable for the household.

37.40. Health and Medical Care Expenses – Any cost incurred in the diagnosis, cure, mitigation,

treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

38.41. Household -

The term household is generally used interchangeably with the term Family defined herein. Herein: Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members". For purposes of continued occupancy: the term household also includes the remaining member of a resident household with the capacity to execute a lease.

39.42. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent.

40.43. Income - With respect a family, income received from all sources

41.44. Income Targeting - The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater whose incomes do not exceed the higher of—

(i) the poverty guidelines updated periodically by the Department of Health and Human Services under the authority of section 673(2) of the Community Services Block Grant Act applicable to a family of the size involved (except that this clause shall not apply in the case of public housing agencies or projects located in Puerto Rico or any other territory or possession of the United States); or

(ii) 30 percent of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families (except that the Secretary may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes).

45. Independent Contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

42.46. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: The Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

a. A physical or mental impairment that:

1. Substantially limits one or more major life activities;
 2. Has a record of such an impairment; or
 3. Is regarded as having such an impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:
1. “Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
 3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
 4. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 5. “Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or
 6. Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
 7. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.
- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

43-47. Kinship Care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

44-48. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well-being of the

person(s); (b) is not obligated to support the household member; and (c) would not be living in the apartment except to provide the necessary supportive services.

45-49. Lower-Income Household - A household whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller household size.

46. ~~Medical Expense Allowance~~ — ~~For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income.~~

47-50. Minor - A member of the family, other than the head, co-head, or spouse, who is under ~~minor is a person less than~~ 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them *emancipated*.

48-51. Mixed Household – a household with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a household will be charged a pro-rated rent based upon the percentage of household members who are ineligible immigrants.

49-52. Mixed Population Project - means a public housing project for elderly and disabled families. HHA is not required to designate this type of project.

50-53. MTW: Moving to Work: A demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. MTW allows PHAs exemptions from many existing public housing and voucher rules and provides funding flexibility with how they use their Federal funds.

51-54. Multihousehold Housing Project - For purposes of Section 504, means a project containing five or more dwelling units.

52-55. 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, or birth in a foreign country to a parent who is a U.S. citizen.

53-56. Near-Elderly Household - means a household whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly household may include other household members who are not near-elderly.

54-57. Near-Elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability.

58. Net Family Household Assets — The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

In determining net family assets, include the value of any business or family assets disposed of 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 consideration not measurable in dollar terms. Negative

equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- a. The value of necessary items of personal property;
- b. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
- c. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
- d. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
- e. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
- f. The value of any:
 - i. Coverdell education savings account under section 530 of the Internal Revenue Code of 1986,
 - ii. Qualified tuition program under section 529 of such Code,
 - iii. Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such code, and
 - iv. Baby bond account created, authorized, or funded by Federal, State, or local government;
- g. Interests in Indian trust land;
- h. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
- i. Family Self-Sufficiency Accounts; and
- j. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

~~The net cash value, after deducting reasonable costs that would be incurred in disposing of:~~

- ~~a. Real property (land, houses, mobile homes)~~
- ~~b. Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)~~
- ~~c. Cash value of whole life insurance policies~~

~~d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)~~

~~e. Other forms of capital investments~~

~~Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.~~

~~Net Household assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.~~

~~In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms~~

55.59. **Non-public housing over-income family** – A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

56.60. **Other Person Under the Resident's Control** - for the purposes of resident selection and lease enforcement means that the person, although not staying as a visitor in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery person) is not "under the resident's control."

57.61. **Over-Housed** – A household is over-housed when the number of approved members is less than the Minimum Occupancy Standard for the sized unit the household occupies.

62. **Over-Income Family** – A family whose income exceeds the over-income limit.

63. **Over-Income Limit** – The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4.

58.64. **Person with Disabilities** means a person who:

- a. Has a disability as defined in Section 223 of the Social Security Act; or,
- b. Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration; Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).
 1. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
 2. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
 3. Means "individual with handicaps", as defined in § 8.3 of this title, for purposes of reasonable

accommodation and program accessibility for persons with disabilities.

This is the definition that is used for eligibility and granting deductions for rent.

59-65. Portion of Development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments.

60-66. Refusal of Housing – An applicant’s choice not to accept a HHA offer of housing without good cause.

61-67. Rejection for Housing – HHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.

62-68. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that HHA can demonstrate would result in a fundamental alteration in its nature.

- a. Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multihousehold housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than HHA.
- b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by HHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services.

69. Seasonal Worker – An individual who is hired into a short-term position and the employment begins about the same time each year (such as a summer or winter). Typically the individual is hired to address seasonal demands that arise for the particular employer or industry.

63-70. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

64-71. Sexual Orientation - homosexuality, heterosexuality or bisexuality.

65-72. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident household.

66-73. Spouse - Spouse means the husband or wife of the head of the household.

67-74. Tenant Rent - The amount payable monthly by the Household as rent to HHA. If all utilities (except telephone) and other essential housing services are supplied by HHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by HHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance.

68-75. Tiered Rent TTP: MTW policy whereby TTP is calculated using 28% of the low end of \$2,000 gross income bands.

69-76. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See definition for Tenant Rent

77. Under-Housed – A household is under housed when the number of approved members exceeds the Maximum Occupancy Standard for the sized unit the household occupies.

70.78. Unearned Income – annual income, as calculated under 24 CFR 5.609 that is not earned income.

71.79. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. See cross reference to UFAS in 504 regulations,

72.80. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

73.81. Utility Reimbursement – When a resident's Total Tenant Payment is less than the utility allowance, HHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier.

74.82. Very Low-Income Household – A very low-income household has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for household size, as determined by HUD.

75.83. Visitor – For the purposes of resident selection and lease enforcement, a visitor is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

77.85. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:

- a. Unsubsidized employment;
- b. Subsidized private sector employment;
- c. Subsidized public sector employment;
- d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- e. On-the-job training;
- f. Job search and job readiness programs;
- g. Community service programs; Vocational educational training (< 12 months)
- h. Job skills training directly related to employment;
- i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
- j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
- k. The provision of child care services to an individual who is participating in a community service program.

APPENDIX B: REASONABLE ACCOMMODATION POLICY AND PROCEDURES

A. Policy Statement

1. The Houston Housing Authority (Housing Authority) is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide an accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.
2. A copy of the Housing Authority's Reasonable Accommodation Policy (Policy) shall be available at each public housing development and at the Housing Authority's Main Administrative Office at 2640 Fountain View Drive, Houston, Texas 77057, and online at www.housingforhouston.com.
3. The Housing Authority requests but does not require that the reasonable accommodation request form be completed. A letter may be completed by a knowledgeable third-party in lieu of the Housing Authority's reasonable accommodation form.

B. Legal Authority

1. This Policy is in compliance with the statutory authorities listed below:
 - a. Section 504 of the Rehabilitation Act of 1973 (Section 504);
 - b. Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
 - c. The Fair Housing Act of 1968, as amended (Fair Housing Act);
 - d. The Architectural Barriers Act of 1968; and
 - e. 24 C.F.R. Part 8 and 100, etc.
 - f. Title VI of the Civil Rights Act of 1964
 - g. The Violence Against Women Reauthorization Act of 2013

C. Monitoring

1. The Legal Compliance Officer is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy. The Legal Compliance Officer's contact information is provided below:

Legal Compliance Officer
Houston Housing Authority
2640 Fountain View Drive
Houston, Texas 77057
Phone: (713) 260-0353 TTY: 711
Fax: (713) 260-0808

2. Each housing applicant shall be provided with a copy of either (1) the Notice to Houston Housing Authority Public Housing Applicants and Residents Regarding Reasonable Accommodations or (2) the Notice to Houston Housing Authority Housing Choice Voucher Program Applicants and Participants Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

D. Definitions

1. Individual with a disability is defined as a person who has a physical and/or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
2. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
3. A reasonable accommodation is defined as a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.
4. The definition of disability does not include any individual whose current use of alcohol would constitute a direct threat to property or the health or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in an illegal drug related criminal activity or who is unqualified to participate in the public housing or other housing programs and activities in accordance with applicable Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.

E. Policy Application

1. This Policy applies to individuals with a disability participating in the following programs provided by the Housing Authority:
 - a. Applicants for public housing;
 - b. Applicants for the Housing Choice Voucher Program;

- c. Residents of public housing developments;
 - d. Participants of the Housing Choice Voucher Program; and
 - e. Participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by the Housing Authority.
- 2. Because a reasonable modification involves a structural change made to existing premises, the Housing Authority is only able to consider requests for reasonable modifications on properties that it owns or controls. Accordingly, the Housing Authority requires landlords to comply with disability laws.

F. Procedures

1. A person with a disability may request a reasonable accommodation during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Housing Authority.
2. The person with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the person with a disability is unable to submit a request in writing, the Housing Authority will assist the individual to reduce the request to written form.
3. The *Request for Reasonable Accommodation* (Request Form) is available at each public housing development, at the Housing Authority's Main Administrative Office, and online at www.housingforhouston.com.
4. Reasonable accommodation requests that are completed by requester and a knowledgeable-third party may be submitted to the Legal Compliance Officer (LCO) in any of the following manners:
 - a. In person at the Housing Authority's main office at 2640 Fountain View Dr.
 - b. Via mail to:
 - Legal Compliance Officer
 - Houston Housing Authority
 - 2640 Fountain View Dr.
 - Houston, TX 77057
 - c. Via e-email to 504ada@housingforhouston.com; or
 - d. Via fax to (713) 260-0808.
5. The Housing Authority will endeavor to enter into an interactive process with the requester in order to discuss the disability-related need for the requested accommodation and possible alternative accommodations, if any. While it is always the requester's choice to enter into an interactive process with the Housing Authority, such a process is intended to help all concerned in the process by seeking to provide an effective accommodation that does not pose an undue financial and administrative burden for the Housing

Authority.

6. Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis with the consideration of the disability and the needs of the person as well as the nature of the program or activity in which the person seeks to participate. Reasonable accommodation methods or actions that may be appropriate for a particular program and person may be found to be inappropriate for another program or individual.

G. Administrative Closure

1. If additional information or documentation is required, the Legal Compliance Officer will notify the requester in writing. If the LCO does not receive the requested information within twenty-one (21) calendar days from the date of the written request for information, the request for a reasonable accommodation will be administratively closed.
2. The administrative closure is not a denial. If the requester submits the requested information after twenty-one (21) calendar days, the request for a reasonable accommodation will be reopened as of the date that requested information is received.
3. Administrative closures may occur but are not limited to the following reasons:
 - a. Failure to supply required information.
 - b. Requesting a modification to a property the HHA does not control or own.
 - c. Requesting specific location of a unit on a property the HHA does not control or own.
 - d. If a request can be met through standard policies and/or regulations.
4. Since an administrative closure is not a denial of accommodation there will be no right to an informal hearing.

H. Decision

1. With receipt of all required supporting documentation, the LCO will issue a written determination on the request for a reasonable accommodation. Upon request, the written notification will be provided in an alternate format.
2. Notifications of approved reasonable accommodation requests will be forwarded to the appropriate staff to implement the accommodation. Notifications of denied reasonable accommodation requests will provide information on the procedures for appealing the determination.
3. If a request for reasonable accommodation is denied but an alternative accommodation is available, the Housing Authority will offer the requester the alternative accommodation and the date by which they must accept or decline.

4. If the requester makes a subsequent request for a different reasonable accommodation, such request will be processed as a new reasonable accommodation request.

I. Verification of Need for a Reasonable Accommodation

1. The Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Housing Authority shall not require unnecessary information regarding the person's disability such as the specific disability or the nature or extent of the disability.
2. Once approved for a reasonable accommodation, persons with a verified need a reasonable accommodation must submit a new Request for Reasonable Accommodation on a bi- annual basis in order for the accommodation to be re-verified. For example, if a request was approved on June 1, 2023, the client will need to submit a renewal of their accommodation by June 1, 2025.
3. Verification of a person's disability may be submitted by a knowledgeable third party.

J. Guidelines for Denying Reasonable Accommodation Requests

1. Requested accommodations will not be approved if the person's disability is not verified, the individual is not a person with a disability, or the requested accommodation is not necessary and reasonable based on the health care provider's responses.
2. Additionally, requested accommodations will not be approved if one of the following would occur as a result of the approval:
 - a. A violation of state and/or federal law;
 - b. A fundamental alteration in the nature of the public housing program;
 - c. An undue financial and administrative burden to the Housing Authority;
 - d. A structurally impracticable alteration; or
 - e. A housing unit alteration requires the removal or alteration of a load-bearing structural member.

K. Public Housing Development Resident Transfers

1. If the Legal Compliance Officer determines that a resident has a verified need for a modified unit, the Housing Authority may offer the resident the opportunity to transfer to an available unit with the required accessibility features.
2. If the resident rejects two (2) offers to transfer to an available unit with the necessary accessibility features, the resident's name will be placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms.

3. The Housing Authority is financially responsible for reasonable moving-related expenses incurred by the resident with the disability who needs to transfer to an accessible unit and the resident without a disability who needs to move out of the accessible unit. This obligation is part of the Housing Authority's duty to accommodate its residents with disabilities and provide accessible units with accessible features.

L. Right to Appeal Denial of Request for a Reasonable Accommodation

1. If the request for a reasonable accommodation is denied, the requester may file a written appeal of the determination by the Legal Compliance Officer.
2. The written appeal must be submitted to the Houston Housing Authority within fifteen (15) calendar days from the decision date in order to receive an informal hearing.
3. The Legal Compliance Officer shall attend all informal hearings and advise the requester and the Hearing Officer on the applicable laws, regulations, and policies that were used to render the denial of the request for a reasonable accommodation.
4. Applicants, residents, and participants may at any time exercise their right to appeal a Housing Authority decision through the local HUD office or the United States Department of Justice. The local HUD office's contact information is provided below:

U.S. Department of Housing and Urban Development
1301 Fannin Street, Suite 2200
Houston, Texas 77002
Phone: (713) 718-3199 TTY: 711
Fax: (713) 718-3225

APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

A. Purpose and Applicability

1. The purpose of this policy is to implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the Houston Housing Authority (HHA) regarding domestic violence, dating violence, sexual assault and stalking. This policy shall be applicable to all of the federally-subsidized housing programs administered by the HHA and shall be part of the Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy by reference. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistent with all nondiscrimination and fair housing requirements.

B. Goals and Objectives

1. The goals and objectives of the HHA's VAWA Policy are as follows:
 - a. Maintaining compliance with all applicable legal requirements imposed by VAWA;
 - b. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking;
 - c. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault and stalking;
 - d. Creating and maintaining collaborative arrangements between the HHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking; and
 - e. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by the HHA.

C. Definitions

1. *Affiliated individual*, with respect to an individual, means:
 - a. 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
 - b. Any other person living in the household of that individual.
2. *Dating Violence* is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the length of the relationship, the type of the

relationship, and the frequency of interaction between the persons involved in the relationship.

3. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is living with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
4. Perpetrator means a person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.
5. Sexual Assault is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.
6. Spouse or Intimate Partner 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.
7. Stalking engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress
8. VAWA Self Petitioner refers to noncitizens who claim to be victims of battery or extreme cruelty. Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident ("LPR") status without the cooperation of or knowledge of their abusive relative

D. Notifications Provided

1. All applicants and tenants of all HHA Housing Programs will be provided HUD-5380, Notification of Occupancy Rights Under the Violence Against Women Act (VAWA) and HUD-5382, Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents at the following times:
 - a. At time of denial of assistance or admission;
 - b. At time of providing of assistance or admission;
 - c. At any eviction or termination; or
 - d. At recertification or lease renewal.

2. These forms will be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

E. Admissions and Screening

1. Non-Denial of Assistance. The HHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.
2. Mitigation of Disqualifying Information.
 - a. An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, may request that the HHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.
 - b. If requested by an applicant to take such mitigating information into account, the HHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.
 - c. The HHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

F. Termination of Tenancy or Assistance

1. VAWA Protections.
 - a. A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
 - i. The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant; and
 - ii. The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
 - b. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.
2. Limitations of VAWA Protections.
 - a. Nothing in the above section limits the authority of the HHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence,

- sexual assault, or stalking, or the distribution or possession of property among members of a household.
- b.** Nothing in the above section limits any available authority of the HHA to evict or terminate assistance to a tenant for any violation not based on an act of domestic violence, dating violence, sexual assault, or stalking. However, the HHA will not hold a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a higher standard.
 - c.** Nothing in the above section limits the authority of the HHA to evict or terminate from assistance any tenant or lawful applicant if:
 - i.** The HHA can demonstrate an actual and imminent threat to other tenants and/or staff if the tenant is not evicted or terminated from the assistance; and
 - ii.** No other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

G. Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- 1.** Requirement for Verification. Subject only to waiver as provided in paragraph D below, the HHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, or stalking. Verification may be accomplished in one of three ways:
 - a.** Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking";
 - b.** Other 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 domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy; or
 - c.** A police or court record provided to the HHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.
- 2.** Time Allowed. 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 the HHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- 3.** If the HHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms 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 abuser or perpetrator), the HHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.

4. Waiver of verification requirement. With respect to any specific case, the HHA may waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the President & CEO. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

H. Non-Citizen Self-Petitioner Verification

1. Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.
2. Self-petitioners can indicate that they are in *satisfactory immigration status* when applying for assistance or continued assistance. *Satisfactory immigration status* means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, HHAs will make a final determination as to the self-petitioner's eligibility for assistance.
3. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawfully Permanent Resident).
4. Once HHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, HHA will not request any additional information from the self-petitioner, other than what is required using the SAVE system to complete the verification.
5. When HHA receives a self-petition or INS Form 797 Notice of Action, the HHA will initiate verification in the SAVE System
6. Final determination from the SAVE System. HHA will receive one of the following confirmations:
 - a. The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;

b. The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the HHA any evidence of “battery or extreme cruelty.”

7. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the HHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

I. Emergency Transfer Plan

1. Eligibility for Transfer. In accordance with the Violence Against Women Act (“VAWA”) the HHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit, regardless of sex, gender identity, or sexual orientation. The ability of the HHA to honor such request for tenants currently receiving assistance may depend upon the following:

a. A preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and

b. Whether the HHA has another dwelling unit available that is safe to offer the tenant for temporary or permanent occupancy.

2. Requesting a transfer.

a. To request an emergency transfer the tenant shall notify the HHA office and submit a written request for a transfer (HUD-5383). The tenant may submit the written request by any of the following methods: hand delivery to the HHA’s office at 2640 Fountain View Drive, via email to VAWA@housingforhouston.com, via fax to (713) 260-0376, or via mail: 2640 Fountain View Drive, Attention: Legal Compliance Officer, Houston, TX 77057. The HHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:

i. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the HHA’s program; or

ii. A statement that the tenant was a victim of sexual assault and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

- b. The HHA cannot guarantee that a transfer request will be approved or how long it will take to process the request. However, the HHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.
- 3. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.
- 4. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The HHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.
- 5. In cases where the HHA determines that the family's decision to move out of the HHA housing was reasonable under the circumstances, the HHA may wholly or partially waive rent and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- 6. Portability. A Housing Choice Voucher (HCV) participant will not be denied portability to a unit located in another jurisdiction so long as the participant has complied with all other requirements of the HCV Program and,
 - a. has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and,
 - b. who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- 7. If the HHA has no safe and available units for which a tenant who needs an emergency is eligible, the HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
- 8. At the tenant's request, the HHA will assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.
- 9. Safety and Security of Tenants.
 - a. Confidentiality. The HHA will keep confidential any information that the tenant submits with a request for an emergency transfer, unless:
 - i. the tenant gives the HHA written permission to release the information on a time limited basis or,

ii. disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Please see the Notice of Occupancy Rights under the Violence Against Women Act for more information about HHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

b. Throughout the request and transfer (if approved) process, the tenant is urged to take all reasonable precautions to be safe.

c. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairment, please dial 1-800-787-3224 (TTY).

d. Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Assault Hotline at 800-656-HOPE (4673), or visit the online hotline at <https://ohl.rainn.org/online/>.

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

J. Other Remedies

1. Lease Bifurcation

a. The HHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance or occupancy rights to such member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.

b. In removing the perpetrator from the household, the HHA will follow all federal, state and local eviction procedures.

c. If the evicted person was the eligible program participant in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:

i. Establish eligibility for the current program;

ii. Establish eligibility under another program; or

iii. Find alternative housing.

2. Efforts to promote housing stability

- a. The HHA will make every effort that is feasible and permissible for victims to remain in their units or other units of the HHA and/or retain assistance. The HHA will bear the cost of any transfer, where permissible.

3. Relationships with service providers

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

K. Local Domestic Violence Services and Resources In Houston

1. Below is a non-exhaustive list of local domestic violence-related services and resources in the Houston/Harris County, Texas area. This section may be amended and revised periodically, as needed, without the need for approval from the HHA Board of Commissioners so that changes or updates to contact information may be promptly made whenever discovered.

a. Houston Area Women's Center

Domestic Violence Hotline: 713-528-2121

Toll Free Line: 800-256-0551

Rape Crisis Hotline: 713-528-7273

Toll Free Line: 1-800-256-0661

Office: 713-528-6798

TTY: 713-528-3625

b. Non-Residential Programs for Victims of Abuse

Legal Assistance – HPD/Family Violence Unit

P: 713-308-1100

Provides services for all domestic violence incidents that take place within the city limits. Will file charges and take statements in cases of domestic violence and provides short-term crisis counseling and referral. Women should be prepared to spend a minimum of 2-3 hours at unit. Witnesses can make statements in person or they can write a statement and have it notarized for the survivor to take with them.

c. Harris County Constable's Office

P: 281-376-3472

Provides services for all domestic violence incidents that take place within the Constable's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

d. Harris County Sheriff's Family Violence Unit

P: 713-967-5743

Provides services for all domestic violence incidents that take place within the Sheriff's jurisdiction. Victim's assistance office will investigate all complaints of domestic violence and assist survivors with filing charges.

e. Aid to Victims of Domestic Abuse

P: 713-224-9911

f. Harris County DA's Office – Family Criminal Law Division

P: 713-755-5888

Prosecutes all forms of domestic violence and Title 6 Family Crimes (i.e., bigamy, criminal nonsupport, interference with child custody, etc.), files applications for Protective Orders, and provides crisis intervention counseling for victims of domestic violence.

g. YMCA International Services

P: 713-339-9015

Assists battered immigrant women who are interested in applying for residency. Provides services for victims of human trafficking.

~~APPENDIX B:~~ APPENDIX D: GRIEVANCE POLICY

1. DEFINITIONS

- A. Tenant: The adult person (or persons, other than a Live-in aide): (1) who resides in the unit, and who executed the lease with the Houston Housing Authority (“HHA”) as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit, and who is the remaining head of household of the Tenant family residing in the dwelling unit.
- B. Grievance: Any dispute a Tenant may have with respect to an HHA action or failure to act in accordance with the individual Tenant’s lease or HHA regulations that adversely affects the individual Tenant’s rights, duties, welfare or status.
- C. Complainant: Any Tenant (as defined above) whose grievance is presented to the HHA (at the central office or the property management office) in accordance with the requirements presented in this policy.
- D. Elements of due process: An eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the HHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - (4) A decision on the merits of the case.
- E. Hearing Officer: An impartial person or persons selected by the HHA, other than the person who made or approved the decision under review, or a subordinate of that person. ~~A person selected in accordance with HUD regulations and this policy to hear grievances and render a decision with respect thereto.~~

2. APPLICABILITY

- A. In accordance with the applicable Federal regulations, this grievance policy shall be applicable to all individual grievances (as defined in Section 1 above) between Tenant and the HHA with the following ~~three~~ exceptions:

(1) Because HUD has issued a due process determination that the law of the State of Texas requires that a Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance policy shall not be applicable to any termination of tenancy or eviction that involves:

a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HHA; ~~or~~

i. Any violent or drug-related criminal activity on or off such premises; or

~~i.~~ ii. Any criminal activity that resulted in felony conviction of a household member.

(2) The HHA grievance policy shall not be applicable to disputes between Tenants not involving the HHA or to class grievances. The grievance policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the HHA's Board of Commissioners.

(3) The HHA grievance policy is not applicable to Tenants at Section 8 New Construction properties (Long Drive and Telephone Road).

~~(3)~~(4) The HHA grievance policy is not applicable to Non-Public Housing Over-Income (NPHOI) families.

This grievance policy is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.

Any changes proposed in this grievance policy must provide for at least thirty (30) day notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by HHA before any revisions are made to the grievance policy.

3. GRIEVANCE PROCESS

A. Informal Settlement Conference: conference between the Tenant and the property manager to have an informal discussion and attempt to settle the grievance without a formal hearing.

B. Formal Hearing: if the decision issued by the property manager is not satisfactory to the Tenant, a formal hearing can be requested. A formal hearing is held before an independent hearing officer.

4. INFORMAL SETTLEMENT CONFERENCE

A. Any grievance must be presented in writing; to the management office of the development in which the complainant resides **within ten (10) business days after the grievable event.**

- B. Grievances related to complaints about operational matters that are received by the HHA's central office will be referred to the management of the development in which the complainant resides.
- C. As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that none of the exclusions in paragraph 2 above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the HHA's grievance policy, with the reason therefor.
- D. If none of the exclusions cited above apply, the Tenant will be notified of an informal settlement conference appointment to be held **within ten (10) business days**. At the informal settlement conference, the complainant will present the grievance and the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.
- E. In the event that the Tenant wishes to reschedule an informal settlement conference, a request must be submitted in writing at least 24 hours before the scheduled conference. The Request to Reschedule Hearing form is attached to this policy. An informal settlement conference will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled conference will be considered a waiver of his/her rights to the grievance procedure.
- F. Within **five (5) business days** following the informal settlement conference, the management office shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and the procedures by which a formal hearing under this policy may be obtained if the complainant is not satisfied. A copy of the summary shall also be placed in Tenant's file. A receipt signed by the complainant or signed statement by a management staff member that the summary was both delivered to the Tenant's unit and sent by first class mail, will be sufficient proof of time of delivery for the summary of the informal settlement conference.

5. FORMAL HEARING

- A. If the complainant is dissatisfied with the outcome of the informal settlement conference, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five (5) business days after the summary of the informal discussion is received**. ~~The written request shall specify (a) the reasons for the grievance and (b) the action of relief sought from the HHA.~~

- B. If the complainant fails to request a formal hearing within five (5) business days after receiving the summary of the informal settlement conference, the ~~Manager's~~ decision rendered at the informal settlement conference becomes final and the HHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why she/he failed to timely request a formal hearing in accordance with this policy. Failure to request a grievance hearing does not affect the complainant's right to contest the HHA's decision in a court hearing.

~~C.A. The formal hearing shall be held before a hearing officer.~~

- ~~i. The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.~~

~~D.A. The complainant shall be afforded a fair hearing, which shall include:~~

- ~~i. The opportunity before the hearing, upon written request, to examine any HHA documents, including records and regulations that are directly relevant to the hearing. Requests to review documentation must be received in writing at least three (3) days prior to the scheduled hearing. The Tenant's failure to submit a timely request to review documentation will not result in a hearing being rescheduled except as described above.~~
- ~~ii.i. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the documents available following such written request for examination from the complainant, the HHA may not rely on such documents at the grievance hearing.~~
- ~~iii.i. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such representative make statements on the Tenant's behalf.~~
- ~~iv.i. The right to a private hearing unless the complainant requests a public hearing.~~
- ~~v.i. The right to present evidence and arguments in support of the Tenant's complaint or to controvert evidence relied on by the HHA or management, and to confront and cross examine all witnesses upon whose testimony or information the HHA or management relies, and~~
- ~~vi.i. A decision based solely and exclusively upon the facts presented at the hearing.~~

6. SELECTING THE HEARING OFFICER

- A. A grievance hearing shall be conducted by an impartial person or persons selected by the HHA, other than the person who made or approved the decision under review, or a subordinate of that person. The HHA has full time employees who will hear formal grievances. The hearing officer will not hear grievances in which they may have been involved in any capacity prior to the formal hearing.

7. SCHEDULING FORMAL HEARINGS

When a complainant submits a timely request for a grievance hearing, the manager will submit

the formal hearing request, along with a copy of the informal settlement conference written decision to the HHA. The request will be provided to the Hearing Officer, who will schedule the formal hearing.

Once the hearing has been scheduled, the complainant and the manager of the development in which the complainant resides shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by first-class mail. The written notice will specify the time, place, and procedure governing the hearing, including how the Tenant can submit evidence for consideration.

In the event that the Tenant wishes to reschedule a formal hearing, a request must be submitted in writing at least 48 hours before the scheduled hearing. ~~The Request to Reschedule Hearing form is attached to this policy.~~ A formal hearing will only be rescheduled one (1) time. The Tenant's failure to appear at the rescheduled hearing will be considered a waiver of his/her rights to the grievance procedure.

8. PROCEDURES GOVERNING THE FORMAL HEARING

A. The formal hearing shall be held before a hearing officer.

- i. The hearing officer may render a decision without proceeding with the hearing if he/she determines that the issue has been previously decided in another proceeding.

B. The complainant shall be afforded a fair hearing, which shall include:

- i. The opportunity before the hearing, upon written request, to examine any HHA documents, including records and regulations that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the documents available following such written request for examination from the complainant, the HHA may not rely on such documents at the grievance hearing. Requests to review documentation must be received in writing at least three (3) days prior to the scheduled hearing. -The Tenant's failure to submit a timely request to review documentation will not result in a hearing being rescheduled except as described above.
~~The Tenant shall be allowed to copy any such document at the Tenant's expense. If the HHA does not make the documents available following such written request for examination from the complainant, the HHA may not rely on such documents at the grievance hearing.~~
- ii. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such representative make statements on the Tenant's behalf.
- iii. The right to a private hearing unless the complainant requests a public hearing.
- iv. The right to present evidence and arguments in support of the Tenant's complaint or to controvert evidence relied on by the HHA or management, and to confront and cross examine all witnesses upon whose testimony or information the HHA or management relies; and

v. A decision based solely and exclusively upon the facts presented at the hearing.

C. Hearing Format

- i. Virtual Hearings: Formal hearings are primarily held virtually through Zoom. Tenants can choose to participate either by video or phone.
 1. The hearing officer will open the Zoom waiting room to allow the participant and the HHA representative to enter to begin the hearing. Both the HHA and the participant will be allowed fifteen (15) minutes to enter the Zoom waiting room to begin the hearing. If either party fails to enter the waiting room within fifteen (15) minutes of the scheduled hearing time, the absent party will have waived their right to a hearing.
 - ii. If the participant experiences difficulties entering the videoconference waiting room at the time of their scheduled hearing, the participant may call the property management office to advise of their issue.
 - iii. In-Person Hearings: Tenants who are unable to participate in a virtual hearing can request that an in-person hearing be scheduled. In-person hearings will be conducted at the HHA's office at 2640 Fountain View.
 - iv. The HHA will ensure equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964, and the Fair Housing Act. ~~The~~ HHA will make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have equal opportunity to participate in all ~~the PHA's~~ HHA's privileges, benefits, and services, including informal hearings.
- D. At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and, thereafter, the HHA must sustain the burden of justifying the HHA action or failure to act against which the complaint is directed.
- E. The hearing shall be conducted informally by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- F. The hearing officer shall require the HHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to maintain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. The complainant or the HHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

- H. The HHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant that is required under this policy must be in an accessible format. It is the Tenant's responsibility to advise the HHA at least 48 hours in advance of any reasonable accommodations needed for the hearing.

~~I. If a hearing officer fails to disqualify himself/herself as required in Section 5, the HHA will remove the hearing officer, invalidate the results of the hearing, and schedule a new hearing with a new hearing officer.~~

9. FAILURE TO APPEAR AT THE HEARING

- A. If the complainant or the HHA fails to check in (either to the Zoom waiting room for a virtual hearing or the HHA lobby, for in-person hearings) for their hearing within fifteen (15) minutes of their scheduled start time, they are considered to have failed to appear.

- B. If the complainant or the HHA fails to appear at the scheduled hearing, the hearing officer, ~~at their discretion,~~ may make a determination to postpone the hearing for no more than, ~~not to exceed five (5) business days,~~ or may make a determination that the party has waived the right to a hearing.

- C. Both the complainant and the HHA shall be notified of the determination by the hearing officer. A determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the HHA's disposition of the grievance in court.

- D. If the complainant failed to appear at the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the complainant must contact property management or the HHA in writing within 24 hours of the missed hearing, excluding holidays and weekends.

- E. HHA will reschedule the hearing only if the complainant can show good cause for failure to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the participant.

10. DECISION OF THE HEARING OFFICER

- A. The hearing officer shall prepare a written decision with the reasons for the decision **within ~~fourteen (14)~~fifteen (15) calendar days** after the hearing. A copy of the decision shall be sent to the complainant and the HHA.

- B. The HHA shall retain a copy of the decision in the Tenant's file. A copy of the decision ~~with~~ shall also be maintained on file by the HHA and made available for inspection by a prospective complainant, their representative, or the hearing officer.
- C. The decision of the hearing officer shall be binding on the HHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the HHA's Board of Commissioners determines within ten (10) business days, and promptly notifies the complainant of its determination, that:
 - i. The grievance does not concern HHA's action or failure to act in accordance with or involving the complainant's lease or HHA regulations, which adversely affect the complainant's rights, duties, welfare, or status.
 - ii. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the HHA.
- D. A decision by the hearing officer or Board of Commissioners in favor of the HHA or which denied the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

~~APPENDIX C:~~ APPENDIX E: LANGUAGE ASSISTANCE PLAN & LIMITED ENGLISH PROFICIENCY POLICY

A. SECTION 1.0 Goals of the Language Assistance Plan

The goals of HHA's Language Assistance Plan include:

1. To ensure meaningful access to HHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.
2. To ensure that all LEP individuals are made aware that HHA will provide free oral interpretation services to facilitate their contacts with and participation in HHA programs.
3. To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines.
4. To ensure that HHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
5. To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

B. SECTION 2.0 LEP Individuals Who Need Language Assistance

Houston is an incredibly diverse community in which numerous LEP households reside. According to 2014 Census data, 46.9% of Houston's almost 2 million residents over the age of 5 speak a language other than English, including over at least thirty-nine (39) languages. The most frequently spoken non-English languages are Spanish, Vietnamese and Chinese².

The census data provides Poverty Status by language. The Poverty line is defined as those households who make \$24,230² for a family of four. The AMI in Houston is \$66,900 and the Poverty line is approximately 32% of AMI. Of those under the poverty level in Houston, 10.9% speak Spanish as seen in Table C16009. For the Houston MSA, 7.3% speak Spanish as highlighted in Table 1.

² Census ACS Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 years and over (2014 1 year estimate – Houston City).

²http://www.census.gov/acs/www/Downloads/data_documentation/SubjectDefinitions/2010_ACSSubjectDefinitions.pdf

Source: Census ACS Table C16009: Poverty status in the past 12 months by language spoken at home for the population 5 years and over - Universe: population 5 years and over for whom poverty status is determined.

	Houston city, Texas		Houston-Sugar Land-Baytown, TX Metro Area		Requires written translation and oral interpretation
	2014 1 year estimate		2012 1 year estimate		
	Estimate	Percent of Total	Estimate	Percent of Total	
Total:	2,036,207		5,656,109		
Income in the past 12 months below poverty level:	432,645	21.2%	880,549	15.6%	
Speak only English	171,038	8.4%	405,718	7.2%	
Speak Spanish	221,933	10.9%	412,693	7.3%	
Speak other Indo-European languages	13,023	0.6%	20,302	0.4%	
Speak Asian and Pacific Island languages	14,333	0.7%	30,058	0.5%	
Speak other languages	12,318	0.6%	11,778	0.2%	

Table 1: Languages spoken by those under the poverty level in Houston and the Metro Area

C. SECTION 3.0 Types of Assistance Needed by LEP Persons

The majority of contacts between HHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with HHA Housing Specialists and Property Managers during the application process leading up to housing in public housing or the Housing Choice Voucher program (HCV), as well as periodic contacts between residents and HHA Public Housing Operations staff related to management, maintenance and lease compliance issues. Oral interpretation services may be needed for these contacts.

Other contacts involve the exchange and review of printed materials, some of which may be considered “vital documents”. HUD’ Final Guidance defines vital documents as, “any document that is critical for ensuring meaningful access to the recipients’ major activities and programs by beneficiaries generally and LEP persons specifically”. The list of documents considered vital by HHA includes the following for public housing and HCV as applicable:

1. Language Identification Form

2. Initial and final application(s) for housing
3. Appointment notices
4. Consent forms
5. Lease including lease addenda
6. Lease compliance notices including notices to quit
7. Termination notices
8. Grievance and Conference hearing notices and procedures
9. Recertification related forms and notices
10. Inspection notices and results
11. Rent simplification notices and schedules
12. Rent change notices
13. Transfer policies and procedures
14. Section 8 family obligations

HHA will periodically review and update this list to reflect those documents which are considered vital to applicants and/or residents. With respect to these vital documents, HHA will maintain each in all three “threshold” languages.

D. SECTION 4.0 Language Assistance to be Provided

In order to promote equal access to HHA programs and services by LEP individuals, HHA will implement the following array of language assistance services. Except where noted, all actions will be implemented by January 1, 2013:

1. Identification of LEP Persons and Notices

Use of “I Speak Cards”: In order to help identify LEP individuals and determine the appropriate language assistance, HHA will post and make available I Speak Cards at its central office waiting room and HHA site based management offices. Applicants, public housing residents and HCV participants can use these cards to indicate their primary language. HHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bi-lingual staff person or a telephone interpretation service.

Notices of Oral Interpretation Services: HHA will provide free access to either bi-lingual staff or telephone interpretation services for all contacts with LEP individuals. HHA will prominently post multi-lingual notices at its central office and HHA site based management offices and on its website which indicate that free oral interpretation services are available upon request.

Language Preferences of Residents and Applicants: HHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files and in the electronic record.

2. Language Assistance Measures

- a. Oral Interpretation – Staff: Where feasible, bi-lingual HHA staff will be deployed to communicate with LEP individuals in their native languages and to assist them in reviewing HHA materials, answering questions about HHA programs, and responding to HHA forms and information requests. Currently, HHA employs staff members who speak Spanish and Vietnamese, which are the non-English languages spoken most frequently by eligible persons served by HHA.
- b. Oral Interpretation – Telephone Support: HHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review of HHA forms and procedures, HHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. HHA will only utilize interpretation services, which demonstrate a high degree of training and professionalization among the interpreter staff. HHA currently utilizes a service which provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. HHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, public housing residents or HCV participants.
- c. Oral Interpretation – In Person Assistance: In limited instances where telephone interpretation services or the use of bi-lingual HHA staff are determined insufficient to ensure meaningful access, HHA will provide qualified in-person interpretation services at no cost to the LEP individual(s) either through local Houston community organizations or through contracts with qualified and trained interpretations services. Examples of contacts where in person assistance is likely to be required includes termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, HHA will generally strive to use telephone assistance. If the LEP person does not wish to use HHA free interpretation services, the LEP person may provide their own qualified interpreters at their own expense; however, see below regarding use of family and friends as interpreters.
- d. Oral Interpretation – Use of Other Interpreters not provided by HHA: As noted above, LEP individuals will be informed that HHA will provide them with free access to oral interpretation services via bilingual HHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged. Exceptions may be made where the contact with the LEP person is of

a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues and the LEP person signs a release that indicates alternative services were offered and waived. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff has questions about the appropriateness of allowing family and friends as interpreters, they will consult with HHA's LEP Coordinator for guidance.

- e. Written Translation: HHA will translate vital documents listed above into Spanish.

Communication with LEP Telephone Callers: HHA will continue to provide English and Spanish options for its automated waiting list status line. For callers to HHA's office, recognizable languages including Spanish and Vietnamese will be transferred to bi-lingual HHA staff when available. If needed, HHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.

3. Staff Training and Coordination

HHA will provide training on the LEP policy and required assistance actions under the Language Assistance Plan for employees. This will include:

- a. Mandatory training: A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff who regularly interact with HHA clients.
- b. Legal Compliance Officer: HHA's Legal Compliance Officer is responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.

4. Providing Notice to LEP Persons

To ensure that LEP persons are aware of the language services available to them, HHA will take the following actions:

- a. Post LEP notices in HHA's offices and on website: As described in paragraph V.B. above.
- b. Incorporate multi-lingual messages into HHA outreach documents: HHA will utilize standard messages in Spanish and Vietnamese on outreach materials and notices.
- c. Inform resident associations of language assistance services.

5. Monitoring and updating the Language Assistance Plan

Every year, as part of HHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

- a. Whether there have been any significant changes in the composition or language needs of the LEP population in Houston;
- b. A review to determine if additional vital documents require translation;
- c. A review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- d. Identification of any recommended actions to provide more responsive and effective language services.

Since it will be part of the agency's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. HHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

~~APPENDIX D:~~ APPENDIX F: TIERED RENT TABLE

The tiered rent table for the Public Housing program is shown below. Additional tiered Rent tables, where applicable, will reflect applicable flat rents and maximum tax credit rents.

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
1.	\$0 to \$1,999	\$50
2.	\$2,000 to \$3,999	\$50
3.	\$4,000 to \$5,999	\$93
4.	\$6,000 to \$7,999	\$140
5.	\$8,000 to \$9,999	\$187
6.	\$10,000 to \$11,999	\$233
7.	\$12,000 to \$13,999	\$280
8.	\$14,000 to \$15,999	\$327
9.	\$16,000 to \$17,999	\$373
10.	\$18,000 to \$19,999	\$420
11.	\$20,000 to \$21,999	\$467
12.	\$22,000 to \$23,999	\$513
13.	\$24,000 to \$25,999	\$560
14.	\$26,000 to \$27,999	\$607
15.	\$28,000 to \$29,999	\$653
16.	\$30,000 to \$31,999	\$700
17.	\$32,000 to \$33,999	\$747
18.	\$34,000 to \$35,999	\$793
19.	\$36,000 to \$37,999	\$840
20.	\$38,000 to \$39,999	\$887
21.	\$40,000 to \$41,999	\$933
22.	\$42,000 to \$43,999	\$980
23.	\$44,000 to \$45,999	\$1,027
24.	\$46,000 to \$47,999	\$1,073
25.	\$48,000 to \$49,999	\$1,120
26.	\$50,000 to \$51,999	\$1,167
27.	\$52,000 to \$53,999	\$1,213
28.	\$54,000 to \$55,999	\$1,260
29.	\$56,000 to \$57,999	\$1,307
30.	\$58,000 to \$59,999	\$1,353
31.	\$60,000 to \$61,999	\$1,400
32.	\$62,000 to \$63,999	\$1,447
33.	\$64,000 to \$65,999	\$1,493
34.	\$66,000 to \$67,999	\$1,540
35.	\$68,000 to \$69,999	\$1,587
36.	\$70,000 to \$71,999	\$1,633

Tier #	Income Tier Based on Gross Household Income	Rent (Total Tenant Payment)
37.	\$72,000 to \$73,999	\$1,680
38.	\$74,000 to \$75,999	\$1,727
39.	\$76,000 to \$77,999	\$1,773
40.	\$78,000 to \$79,999	\$1,820
41.	\$80,000 to \$81,999	\$1,867
42.	\$82,000 to \$83,999	\$1,913
43.	\$84,000 to \$85,999	\$1,960
44.	\$86,000 to \$87,999	\$2,007
45.	\$88,000 to \$89,999	\$2,053
46.	\$90,000 to \$91,999	\$2,100
47.	\$92,000 to \$93,999	\$2,147
48.	\$94,000 to \$95,999	\$2,193
49.	\$96,000 to \$97,999	\$2,240
50.	\$98,000 to \$99,999	\$2,287
51.	\$100,000 to \$101,999	\$2,333
52.	\$102,000 to \$103,999	\$2,380
53.	\$104,000 to \$105,999	\$2,427
54.	\$106,000 to \$107,999	\$2,473
55.	\$108,000 to \$109,999	\$2,520
56.	\$110,000 to \$111,999	\$2,567
57.	\$112,000 to \$113,999	\$2,613
58.	\$114,000 to \$115,999	\$2,660

~~APPENDIX E:~~APPENDIX G: FEDERALLY MANDATED INCOME EXCLUSIONS

HUD's regulations provide for HUD to periodically publish in the Federal Register a notice that lists amounts specifically excluded by any federal statute from consideration as income for purposes of determining eligibility or benefits in a HUD program.

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
7. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
9. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Liability Litigation, M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);

12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
15. Allowances, earnings and payments to AmeriCorps clients under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
16. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
17. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
18. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
19. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
20. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
21. 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. Sec. 1437a(b)(4));
22. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
23. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d

10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);

24. 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));
25. 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));
26. 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)); and
27. Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance.

~~APPENDIX F:~~APPENDIX H: OVER-INCOME LIMITS FOR 2023

The over-income limit is applied to a family’s gross income, and is determined by the Very Low Income Limit—as established each year by the U.S. Department of Housing and Urban Development, or HUD—multiplied by 2.4.

The over-income limits for 2023 are below and were calculated by multiplying the 2023 Very Low Income Limits by 2.4 for each family size. Please note these amounts will change each year as HUD updates the Very Low Income limits.

Over Income Limits for 2023								
Very Low Income Limit x 2.4	Persons in Family							
	1	2	3	4	5	6	7	8
	\$78,360	\$89,520	\$100,680	\$111,840	\$120,840	\$129,840	\$138,720	\$147,720