



**SOUTHERN NEVADA  
REGIONAL HOUSING AUTHORITY**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY  
FOR THE  
PUBLIC HOUSING PROGRAM**

**2022 UPDATE**

**Approved by the PHA Board of Commissioners**



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## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **INTRODUCTION**

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the Southern Nevada Regional Housing Authority (SNRHA) staff shall be in compliance with SNRHA's Personnel Policy, any union agreements of SNRHA, and this Admissions and Continued Occupancy Policy. The administration of SNRHA's housing program will also meet the regulations of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, required sections of Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations)

SNRHA provides public housing assistance to more than **2400** families and receives an ESTIMATED average of 5500 -applications for assistance each year.

In order to address the ever-growing need for housing assistance, SNRHA must administer its public housing program in accordance with all applicable federal, state and local statutes, regulations and ordinances. The purpose of this policy is to effectuate the provisions of those laws and regulations.

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

It is the mission of the Southern Nevada Regional Housing Authority to provide safe, sanitary and affordable housing to eligible people within our jurisdictions, in an environment that fosters independence, self-sufficiency and community pride.

#### **B. LOCAL OBJECTIVES**

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that SNRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage housing in a manner that demonstrates its responsibility to the public trust.

Following are the Housing Authority's goals and objectives that will enable SNRHA to serve the needs of the low income and very low-income families as identified by SNRHA for the next five fiscal years.



- HUD Strategic Goal:** **Increase the availability of decent, safe, and affordable housing**
- Public Housing Goal:** Create positive public relations that expand the level of family and community support in accomplishing SNRHA's mission.
- Public Housing Objective:** Develop public/private partnerships to create affordable housing opportunities and to increase the number of affordable housing units with limited federal subsidy. Ensure that all units meet UPCS and NSPIRE and other SNRHA standards identified in the Admissions and Continued Occupancy Policy.
- Public Housing Goal:** Provide decent, safe and sanitary housing for very low-income families while maintaining their rent payments at an affordable level.
- Public Housing Objective:** Implement a flat rent structure that encourages family economic independence.
- Public Housing Goal:** Administer an efficient, high performing agency through continuous improvement of SNRHA's support systems and commitment to our employees and their development
- Public Housing Objective:** Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Public Housing Goal:** Ensure all units meet HUD's Uniform Physical Condition Standards (UPCS) and NSPIRE
- Public Housing Objective:** Promote self-sufficiency and asset development of families and individuals promote homeownership opportunities to all goals (2) and the objectives.
- HUD Strategic Goal:** Promote self-sufficiency and assist in the expansion of family opportunities that address educational, socioeconomic, recreational and other human service needs
- Public Housing Goal:** Increase the number and percentage of employed persons in assisted families
- Public Housing Objectives:** Provide or attract supportive services to improve employability for recipients of assistance.

In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

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



To avoid concentrations of economically and socially deprived families in any one or all of SNRHA's public housing developments. Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working towards deconcentration of poverty goals.

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

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

To provide opportunities for upward mobility for families who desire to achieve self-sufficiency and to promote homeownership opportunities.

To facilitate the judicious management of SNRHA inventory, as well as the efficient management of SNRHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

To promote opportunities for persons of Limited English Proficiency to achieve full participation and access to all programs and services.

### **C. PURPOSE OF THE POLICY**

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

SNRHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

### **D. FAIR HOUSING POLICY**

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 Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.



SNRHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; 24 CFR 1 and 100

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), which extend protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination; 24 CFR 100

Executive Order 11063; 24 CFR 107

Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; 24 CRR 8

The Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 CFR 146

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Section 119 of the Rehabilitation, Comprehensive Services and Developmental Disabilities Amendments of 1978

Any applicable State laws or local ordinances, and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted including, equal access to Housing regardless of sexual orientation or gender identity.

SNRHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any community or communities under SNRHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Fair Housing posters and housing information are displayed in locations throughout the SNRHA's office in such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, SNRHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

SNRHA's central offices are accessible to persons with disabilities. Where additional accessibility is needed in other locations, reasonable accommodation will be made.

Accessibility for the hearing impaired will be provided by using a sign language



interpreter, the TDD telephone service provider or other method requested by a qualified person with a disability. Further, applicants and residents who need material presented in any alternative format because of a disability may request such an accommodation at any time in compliance with SNRHA's Effective Communication Policy.

SNRHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, gender identity or sexual orientation:

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

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

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

Deny a person access to the same level of services.

SNRHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

SNRHA shall not discriminate against someone because they are related to or associated with a member of a protected class.

### **Discrimination Complaints**

If an applicant or tenant family believes that any family member has been discriminated against by the SNRHA, the family should advise the SNRHA. The SNRHA should make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action.

In all cases, the SNRHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Upon receipt of a housing discrimination complaint, the SNRHA is required to:

- Provide written notice of the complaint to those alleged and inform the complainant that such notice was made
- Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]



## **SNRHA Policy**

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the SNRHA either orally or in writing.

Within 10 business days of receiving the complaint, the SNRHA will provide a written notice to those alleged to have violated the rule. The SNRHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The SNRHA will attempt to remedy discrimination complaints made against the SNRHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the SNRHA's investigation, the SNRHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The SNRHA will keep a record of all complaints, investigations, notices, and corrective actions.

### **E. CUSTOMER SERVICE**

It is the policy of SNRHA to provide courteous and efficient service to all applicants for housing assistance and all Residents. In that regard, SNRHA will endeavor to accommodate persons with disabilities, as well as those persons with limited English proficiency (LEP) barriers.

### **F. REASONABLE ACCOMMODATIONS POLICY**

1. The Authority, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide “reasonable accommodations” to applicants and residents if they or any family members have a disability. See the Definitions section of this policy for the definition of “individual with a disability”. **24 CFR § 8.4**
2. Applicants, residents or employees who are individuals with disabilities should contact the Authority’s 504/ADA Coordinator or submit a request for a reasonable accommodation form to their manager and/or designated staff to seek reasonable accommodations.
3. A reasonable accommodation is some modification or change the PHA can make, at the PHA’s expenses, to its units, buildings, sites, policies, practices, program or procedures that will assist an otherwise eligible applicant or resident with a disability to take full advantage of and use all the PHA’s programs, including those that are operated by other agencies in PHA-owned public space. **24 CFR § 8.20**





4. The standard used for modifications in a PHA unit and route is the Uniform Federal Accessibility Standard (UFAS). The standard used for modifications to non-housing facilities is the Americans with Disabilities Act Accessibility Guidelines (ADAAG).
5. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
  - a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of the PHA's program.
6. Examples of reasonable accommodations include, but are not limited to: **24 CFR § 8.4**
  - a. Making alterations to a PHA unit to make it fully accessible so it could be used by a family member who uses a wheelchair;
  - b. Making alterations to the grounds of a property and to the route through the property and building to create an accessible route for a family member who uses a wheelchair;
  - c. Transferring a resident family to a unit with more bedrooms to provide a separate bedroom for a person with a disability or for a needed live-in aide;
  - d. Upon request, transferring a resident from a unit that cannot be made accessible to a unit that is accessible;
  - e. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility (as well as other modifications that may be needed for non-housing facilities to create equal access and full usability by individuals with disabilities);
  - f. Adding or altering unit or building features so they may be used by a family member with a disability, including but not limited to;
    - 1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing-impaired member;
    - 2) Adding structural grab bars in the bathroom;
    - 3) Changing the doorknobs to lever-type door handles;
    - 4) Modifying cabinets, counters, counter heights, appliance controls and floor area to create an accessible kitchen;
    - 5) Providing accessible kitchen appliances;
    - 6) Installing a magnifier over the thermostat for a resident with a vision impairment;
    - 7) Modifying fixtures, mirror position, and faucet controls, adding structural grab bars and increasing floor area to create an accessible bathroom; and
    - 8) Lowering the peephole on the door so it can be used by a person in a wheelchair;
  - g. Permitting a family to have an animal to assist a family member with a disability in a PHA family development where no pets are allowed or the size of the animal is usually limited; **24 CFR § 8.20**
  - h. If the PHA provides transportation to PHA sponsored/funded functions or activities then the PHA must ensure that accessible transportation is provided to accommodate person(s) with disabilities and their aides including the reasonable accompaniment



of household member(s).

- i. Making sure that PHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
  - 1) Making large type documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with PHA staff;
  - 2) Making a sign language interpreter available to an applicant or resident with a hearing impairment during interviews or meetings with PHA staff;
  - 3) Providing Telecommunications Devices for the Deaf (TDDs) to permit persons with hearing impairments to communicate with the PHA by telephone;
  - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with PHA if the individual desires such representation;
  - 5) Permitting an outside agency or individual to assist an applicant or resident with a disability to meet the PHA's applicant screening criteria.
7. An applicant or resident family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**
  - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - b. to care for and avoid damaging the unit and common areas;
  - c. to use facilities and equipment in a reasonable way;
  - d. to create no health, or safety hazards, and to report maintenance needs;
  - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  - g. to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

But there is no requirement that they be able to do these things without assistance.
8. If an applicant or resident's family member needs assistance with one of the essential obligations of tenancy, PHA will, as a reasonable accommodation, permit a friend, family member or advocate to provide such assistance or make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
9. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, PHA may terminate the lease. **24 CFR § 8.2**
10. At any time an applicant or resident family has a disability and needs or wants a reasonable accommodation, it may be requested. **24 CFR § 8.20**



11. If an applicant or resident would prefer not to discuss the situation with the PHA, that is his/her right.

### **G. MAKING PROGRAMS AND FACILITIES ACCESSIBLE TO PEOPLE WITH DISABILITIES**

1. Subject to the undue burdens and fundamental alterations tests, SNRHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of SNRHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, SNRHA shall comply with all requirements and prohibitions in applicable law.

Specific actions are described in SNRHA's *Policy on Civil Rights and Disability Rights*. **24 CFR § 8.4 attached as an addendum to the ACOP**

2. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the PHA has such facilities) will be usable by residents with a full range of disabilities. If PHA offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.21**
3. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in SNRHA's *Policy on Civil Rights and Disability Rights (attached as an addendum)*. **24 CFR § 8.6**

### **H. Providing Information in Languages other than English**

1. PHA makes all written materials to be used by or sent to applicants or residents available in a language other than English if at least five percent of the program eligible people in the PHA's jurisdiction speak that language and have limited English proficiency. When the group of people needing translation equals at least five percent of the program eligible population:
  - a. In some cases, materials will be printed with an English version on one side of the paper and in an alternate language version on the reverse.
  - b. Complex documents, such as the Lease and Grievance Procedure will be available in both English and other languages.
  - c. Persons who are fluent in the alternate language are available for interviews, meetings and other forms of face-to-face communication with families whose first language is something other than English.



2. To assist persons with limited English proficiency that are not a large enough group to warrant full translation, SNRHA shall contract with a professional service provider to provide at no cost to eligible families interpretation services.
3. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall be available in all languages used by a significant proportion of the SNRHA's eligible population or tagged to inform persons with LEP that bi-lingual staffs are available to assist in interpreting and translations. Forms that shall be translated into Spanish includes the following documents related to registration, intake, marketing, outreach, certification, re-examination and inspections:
  - a. Pre – Application
  - b. Interview – Applications
  - c. Personal Declaration Form;
  - d. Leases;
  - e. Posters;
  - f. Authorization Forms
  - g. Flat Rent Option Notice
  - h. Notices
  - i. Grievance Procedures

SNRHA's Limited English Proficiency Plan is attached as an addendum to the policy.

### **Accommodations for Persons with Disabilities**

SNRHA shall make reasonable accommodation to the known physical, emotional or mental limitations of a housing applicant and/or tenant with disabilities, unless the needed or requested accommodation would impose an undue financial and administrative burden upon the operation of the public housing program, would constitute a fundamental alteration in the nature of SNRHA's programs, or would violate a federal regulation or statute.

For purposes of this section, a person with a disability means any person who has a physical or mental impairment that substantially limits one or more life activities; or is regarded as having such impairment; or has a record of such an impairment.

For purposes of this section, SNRHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail;

Permitting an authorized designee to participate in the application or certification process;

Providing alternative methods of communication requested by a qualified person with a disability e.g. assisted listening devices or a certified sign language interpreter to facilitate the application or certification process.



## **Accommodation Requests**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for SNRHA, meaning an action requiring "significant difficulty and expense taking into account all funding sources available to SNRHA.

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

The nature and cost of the accommodation needed;

The overall financial resources of SNRHA and;

The complexity and difficulty of the administrative burden caused by the accommodation and the number of staff hours needed to complete it.

## **Verification of a Request for Accommodation**

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, health care or other qualified professional unless the requestor file already provides said verification.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that:

- The individual is a qualified individual with a disability and;
- The accommodation is needed as a direct result of the disability.

## **Home Visits**

When the family requests a home visit and the need for reasonable accommodation has been established by SNRHA, SNRHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by SNRHA at least 10 calendar days before the scheduled appointment date in order for the request to be considered.

## **Other Accommodations**

The Housing Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

Families will be offered an accessible unit, upon request by the family, when an



accessible unit is available.

SNRHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

### **Language Translation**

SNRHA will provide language interpreters to applicants and tenants whose primary language is other than English. SNRHA has bi-lingual staff members who can assist Spanish-speaking applicants and tenants; interpreters from the 8<sup>th</sup> Judicial District Court or other professional interpreting service may be used to interpret applications for applicants who speak all other languages (except English.) See Addendum 1 attached to this policy- Limited English Proficiency Policy

### **Literacy Assistance**

SNRHA will provide readers to assist illiterate persons in completing the application and certification process.

## **I. TRANSLATION OF DOCUMENTS**

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish. SNRHA may translate documents into other languages with the assistance of the 8<sup>th</sup> Judicial District Court interpreter service and/or other local organizations.

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

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

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

## **K. FAMILY OUTREACH**

SNRHA will publicize and disseminate information to make known the availability of housing units and housing-related services for income qualified families on a regular basis using methods such as resident newsletters, on-site meetings, direct mailings, and public broadcasts using the local radio and television stations.



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

When SNRHA's waiting list is open, SNRHA will periodically publicize the availability and nature of housing assistance for income qualified families in a newspaper of general circulation, including local minority publications and other suitable means (see Chapter 4, Section A.)

Notices will be provided in English and Spanish and printed in the Spanish newspapers.

To reach persons who cannot read the newspapers; SNRHA may distribute fact sheets to the broadcast media and utilize public service announcements. However, the list of vendors below maybe altered without board approval based on results of outreach and other factors such as vendors no longer being available. The Director of Operations or their designee will make this determination.

#### **L. Affirmative Marketing 24 CFR 960.103**

1. SNRHA will conduct affirmative marketing as needed so the wait 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 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 wait list. SNRHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply. The method to be used for Affirmative Marketing is described in the **SNRHA's Policy on Affirmative Marketing** – Attached as an addendum to this policy.

#### **M. PRIVACY RIGHTS**

Applicants, residents and all adults in their households are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice, prior to admission and each annual re-examination. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

SNRHA utilizes an additional Authorization for the Release of information for necessary data not covered in the HUD 9886.

SNRHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information. Information considered confidential includes identity, address, social security number, medical reports, income statements and criminal history. Said information will not be released without the authorization of the client or court order unless the requestor is a local, state or federal



government agency.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be returned to the health care provider or shredded.

SNRHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

Criminal Background Check Information will be kept in a separate file with access only by persons authorized and destroyed with established timelines outlined in the Agreement with law enforcement agencies.

SNRHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Admissions staff will be required to disclose whether s/he has relatives who have applied for Public Housing. All staff will be required to disclose whether s/he has relatives who are living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

#### **N. POSTING OF REQUIRED INFORMATION**

SNRHA will maintain bulletin boards in a conspicuous area of the central office and the individual site development offices. The bulletin boards will contain the following documents:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

Directory of SNRHA's housing sites including names, address of offices and office hours at each facility.

Income limits for admission

Current schedule of routine maintenance charges

A copy of the lease

SNRHA's grievance procedures

A Fair Housing poster

An Equal Opportunity in Employment poster

Current resident notices

Required public notices





- Security deposit charges
- Information on preferences
- Schedule of Flat Rents and Utility allowances (if applicable)
- One Strike information

In addition to the above list the Site developments will also display a notice of availability of the following documents upon request:

- Tenant selection policies (960.204)
- Income limits for admission
- Zero Tolerance policy (sexual harassment)
- Mission statement

## **O. TERMINOLOGY**

The Southern Nevada Regional Housing Authority is referred to as "SNRHA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to SNRHA as the landlord.

"Landlord" refers to SNRHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

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<sup>1</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.



## **Ethics Policy**

The State of Nevada and the Southern Nevada Regional Housing Authority (SNRHA) have established standards of conduct for their employees and/or Commissioner. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of SNRHA. Because of its status as an independent public corporation, SNRHA recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards by which staff is to be held accountable.

This Code recognizes and incorporates those selections of federal and state law which govern the conduct of public employees and/or Commissioner, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of SNRHA shall be applied, except that this policy shall in no way be taken to supersede the provision of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees and/or Commissioner.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence, of any favoritism or special treatment towards any applicant, resident, participant, vendor, or agent having business, or dealings of any kind, with SNRHA. No employee and/or Commissioner shall use, cause, or allow to be used, his or her position to secure any personal privileges for himself, herself, or others, or influence the activities, actions, or proceeds of SNRHA.

SNRHA, in establishing standards of conduct for its employees and commissioners, recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it nevertheless requires that vendors and suppliers adhere to certain basic principles in conducting business with SNRHA. Specifically, these principles include:

No direct or indirect personal inducement of SNRHA employees and/or Commissioners. This includes the giving of gifts, money, tickets or any items or service having a value of \$50.00 or more.

It is expected that vendors or suppliers of professional services to SNRHA will adhere to the Code of Ethics to which their particular profession subscribes.

Any vendor or supplier found in violation of SNRHA policy shall be barred from future business dealings with SNRHA. SNRHA reserves the right to have vendors and suppliers sign a statement of compliance with the standard of conduct of the Authority.

### **1.A. APPLICABILITY**

The provisions contained herein shall apply to all employees and/or Commissioners of SNRHA. With respect to contracted professional services of SNRHA (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.



## **1.B. PURPOSE**

This Code of Ethics establishes standard for employee and/or Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of employees and/or Commissioners, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of SNRHA.

## **1.C. DEFINITIONS**

“Agent” shall mean any employee and/or Commissioner of SNRHA (whether full or part time) acting in his or her official capacity as an agent of SNRHA.

“Claim” shall mean any demand, written or oral, made upon the Authority to fill an obligation arising from law or equity.

“Contract” shall mean any obligation to do something arising from an exchange of promises of consideration between persons, regardless of the particular form in which it is stated.

“Conventional” shall mean those housing programs operated by SNRHA, which are part of the “conventional public housing program.” This shall include but not be limited to such programs as public housing developments and management, the Capital Fund, or other grants specifically made in support of public housing.

“Employee” shall mean any person appointed or hired, whether full or part-time.

“Enrollee” shall mean any applicant, resident, or program participant in any program operated by SNRHA. Specifically, an “enrollee” shall be a person who expects to receive, or is receiving some form of assistance from SNRHA.

“Family” shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or a person living in a stable family relationship.

“Interest” shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of SNRHA, its Board, or employees.

“Leasing program” shall mean those programs operated by SNRHA that are within the HUD-funded Section 8 tenant-based voucher program and Section 8 Community-Based Program. (Unless otherwise noted, the provisions contained herein shall apply equally to both the “Leasing” and the “Conventional” programs of SNRHA.

“Non-Federally Assisted” shall mean those programs operated by SNRHA outside the



conventional public housing and Section 8 leased housing programs.

“Person” shall mean any individual, corporation, partnership, business entity, association, or organization, and may include an SNRHA employee.

“Public Information” shall mean information obtainable pursuant to the Freedom of Information Act and any SNRHA guideline adopted pursuant thereto.

#### **1.D. ETHICAL STANDARDS FOR EMPLOYEES AND/OR COMMISSIONERS**

No employee and/or Commissioner of SNRHA shall have any employment, engage in any business or commercial transactions, engage in any professional activity, or incur any obligations in which directly or indirectly he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee and/or Commissioner shall have or enter into any contract with any person who has or enters into a contract with SNRHA unless:

- A. The contract between the person and SNRHA is awarded pursuant to Competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, and SNRHA Procurement Policy; or
- B. The Contract between the person and SNRHA is one in which SNRHA employee and/or Commissioner has no interest, has no duties or responsibilities, or if the contract with the person is one into which SNRHA employee and/or Commissioner entered prior to becoming an employee and/or Commissioner.
- C. Any second job, whether part-time or full-time must be reported in writing to the Human Resources Department and the head of the department for which the employee is working, prior to accepting outside work. HR shall determine if a conflict is imminent and notify the employee and the head of the employee’s department.

There shall be no preferential treatment given by an employee and/or Commissioner of SNRHA, acting in performance of his or her official duties to any person, agency or organization.

No SNRHA employee and/or Commissioner shall use or permit the use of SNRHA-owned vehicles, equipment, materials, or property for the convenience or profit of himself, or of any other person. However, this provision shall not apply in the case of usage for diminutive purposes, i.e. purposes which in and of themselves should not be counted as abuse of SNRHA property.

No SNRHA employee and/or Commissioner shall solicit any gift or consideration of any kind, nor shall any SNRHA employee accept or receive a gift having value in excess of \$50.00



regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before SNRHA.

No SNRHA employee and/or Commissioner, acting individually, can bind SNRHA by any action or verbal representation, unless such employee and/or Commissioner, acting in his or her official capacity, has been specifically delegated the authority to so bind the agency.

No SNRHA employee and/or Commissioner shall disclose without proper authorization non-public information or records concerning any aspect of the operations of SNRHA, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on applicants, residents, participants, or enrollees of SNRHA for whom a properly executed release of information among government agencies or government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with the full knowledge of the enrollee except in those cases where through such action of law the enrollee's knowledge is not required.

No SNRHA employee and/or Commissioner currently employed shall represent any person, other than himself, in business negotiations or procedures, to which SNRHA may be a party.

No former employee and/or Commissioner of SNRHA shall personally represent any person in a manner in which the former employee and/or Commissioner personally participated while employed by SNRHA for one year, if such representation would be averse to the interest of the Authority. This provision shall not, however, bar the timely filing by a current or former employee and/or Commissioner, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No SNRHA employee shall have an interest in a contract between any person and SNRHA, except that this provision shall not apply if the contract was entered into prior to the employee's hire by SNRHA, the employee discloses his or her interest in the contract prior to the employment, and after becoming employed the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract. This shall not preclude employees from participating as vendors under the Housing Choice Voucher Program. However, security measures will be put in place to ensure the employee vendors have no contact with their participants' files or any other records related to the Housing Assistance Payment (HAP) Contract or payments related to said contracts.

No SNRHA employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgment or action in the performance of his or her duties with SNRHA or that would be in conflict with his or her duties at SNRHA.

No employee of SNRHA shall discuss, vote upon, decide or take part in (formally or informally) any matter before SNRHA in which he or she has a personal interest. Exceptions shall be made in the case of an employee whose interest in the matter is minimal



(e.g. an employee helping decide on a new telephone system owns 100 shares of stock in a telephone company), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim; employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Executive Director for a binding decision on the question.

No employee shall have the authority (stated, implied, or apparent) to obligate, or impose any legally binding obligations, contracts, or agreements upon SNRHA, without SNRHA's express permission and consent. Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee, who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be rescinded and rejected by SNRHA. Such a matter may be referred to the Executive Director to render judgment and assess any penalties as necessary and appropriate.

If the Executive Director renders judgment that a matter was performed, a contract entered into, or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics, he/she may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

#### **1.E. ENFORCEMENT OF ETHICS STANDARDS**

Matters covered here or related shall be enforced. Any violation of this policy may be cause for discipline up to and including termination.

#### **1.F. UPDATING THE POLICY**

SNRHA will review and update the ACOP to comply with changes in regulation, SNRHA Operations, or when needed to ensure staff consistency in operation. On an ongoing basis, SNRHA may make minor, non-substantive modifications to the ACOP in order to clarify existing policies and procedures and/or to correct editing errors. During times of federal, state, and/or local emergency, the Executive Director or designee shall have discretion.



## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

#### **INTRODUCTION**

This chapter defines both HUD's and the SNRHA's criteria for admission and denial of admission to the program. The policy of the SNRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. SNRHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SNRHA pertaining to their eligibility.

The guidelines in this chapter shall be followed consistently so as not to discriminate against applicants on the basis of race, color, nationality, religion, gender, familial status, marital status, disability, gender identity, sexual orientation, or any other prohibited basis.

#### **A. QUALIFICATION FOR ADMISSION**

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

Is a family as defined; in HUD Regulations;

Heads a household where at least one member of the household is either a citizen or eligible immigrants.

Has an annual income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in SNRHA offices;

*Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).*

Provides a social security number, for each member of the household, as described in Chapter 7 of this policy



Meets or exceeds the tenant selection and suitability criteria as set forth in this policy including the standards for the criminal background check.

### **Timing for the Verification of Qualifying Factors**

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

## **B. FAMILY COMPOSITION**

### **Definition of Family**

The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by SNRHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in SNRHA housing.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. A household may be considered a family irrespective of actual or perceived gender identity, sexual orientation or marital status.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

Two or more elderly or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides;

Two or more near-elderly persons living together or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.





For the purpose of the definition of a qualified family and admission of a single higher education student, the restrictions on assistance to students enrolled in an institution of higher education do not apply to public housing. (24 CFR 5.612)

### Split Families – While on the Waiting List

In the case where an applicant family on the waiting list splits into two (2), or more, otherwise eligible families and the new families claim the public housing application, the Authority will take the following factors into consideration when making a determination as to which family should be entitled to the application:

- a) Which family unit retains the children. If there are no children, disabled or elderly status will be considered.
- b) Any court or legal determination, including the role of domestic violence in the split; and
- c) Recommendations of social service agencies or qualified professionals, such as protective services for children.

In the case where the households are equally qualified, the application will be retained by the individual who originally submitted the public housing application, e.g., listed as the head of household.

In the case of a deceased head of household, applicable factors noted above will be taken into consideration when making a determination as to which family member should be entitled to the application. Only another adult on the existing application may take over as head of household. If there are no other adults on the application, the Authority, may on a case by case basis, allow another adult to become the head of household if there are minor children and if the other adult can prove legal custody of the minor children.

### **Occupancy by Police Officers**

In order to provide an increased sense of security for public housing residents, the SNRHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to SNRHA's public housing program.

### **Head of Household**

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

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.



### **Spouse of Head of Household**

Spouse means the husband or wife of the head of household. The spouse is equally responsible for the lease with the Head of Household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partners who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

### **Co-Head of Household**

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

### **Live-In Attendants**

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

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

Is not obligated for the support of the person(s); and

Would not be living in the unit except to provide care for the person(s). Must be 18 years or older.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit. The family will be eligible to increase the bedroom size by one bedroom to accommodate the live-in aide status.

The live-in aide may hold outside employment or attend school if there is evidence that appropriate alternative care will be provided to the near-elderly, elderly or disabled during these periods of time.



After SNRHA approves the addition of a live-in aide on behalf of a resident, resident must submit a specific live-in aide's name and information for approval by SNRHA within 30 calendar days of SNRHA's notification. If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of SNRHA. SNRHA shall qualify the live-in aide subject to the agency's normal screening criteria, including a criminal background check and will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, SNRHA may take action against the live-in aide separate from action against the assisted family. The live in aide must also certify to have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

If the live-in aide or their family members participate in drug-related or criminal activities, the SNRHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live- in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

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

### **C. MANDATORY SOCIAL SECURITY NUMBERS**

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household and including, live-in-aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States and have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
  - i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is not eligible for housing assistance and cannot be housed.
  - ii. A family that consists of two or more household members and at least one household member has eligible U.S. citizenship or eligible immigration status is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 ~~CRS~~-CFR5.520. The PHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

Note: Financial assistance may only be provided to individuals with eligible immigration Status in accordance with 42 USC 1436a, which is generally evidenced by the individual



providing his/her Green Card (Form I-551-U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylee status.

- b. Existing program participants, who as of January 31, 2010 were 62 years of age or older (born on or before January 31, 1948). This exemption continues even if the individual moves to a new public housing assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local laws.

An individual who previously declared to have eligible immigration or eligible citizenship status may not change his/her declaration to no longer contend to have eligible immigration status to avoid compliance with SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

Note: There are no provisions under HUD regulations which prohibit a mixed family from executing a lease or other legally binding contract. A mixed family includes individuals that have both eligible and ineligible aliens so long as at least one household member is eligible

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR, Subpart B)**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15) (immigrants), respectively. This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) (special agricultural worker), and who has been granted lawful temporary resident status;
2. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
3. A noncitizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status), pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status), or as a result of being granted conditional entry under Section



203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 2112(d)(5) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom);
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one family member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Non-eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance. Providing housing assistance to non-citizen students is prohibited [24 CFR 5.522]. This prohibition extends to non-citizen spouse of a non-citizen student as well as to minor children who accompany or follow to join the non-citizen student. Such prohibition does not extend to the citizen spouse of a non-citizen student or to the children of the non-citizen spouse and non-citizen student. Such a family is eligible for prorated assistance as a mixed family.

The SNRHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

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

Individuals who are citizens of the United States may certify to their status on the required HUD form (Form 214).

#### **E. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and



sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the SNRHA premises;
- *not to have ever* been convicted of manufacturing or producing methamphetamine (also known as "speed") on an assisted housing site;
- not subject to a lifetime sex offender registration requirement under a State sex offender registration program;
- to comply with necessary and reasonable rules and program requirements of HUD and the SNRHA; and,
- to comply with local health and safety codes.

The SNRHA must reject applicants for a period of three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug- related criminal activity. 24 CFR 204 (a).

#### **F. SCREENING FOR "ONE STRIKE"**

All federally-assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the SNRHA to fully endorse the One Strike policy that is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-



sufficiency.

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the SNRHA will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past a lease termination was initiated, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, the SNRHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

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

To the maximum extent possible, the SNRHA will involve other community and governmental entities in the promotion and enforcement of this policy. The SNRHA will utilize the national repository maintained by HUD as a tool to verify adverse information of former participants who have voluntarily or involuntarily terminated participation in any rental assistance program.

This policy will be made available to applicants and tenants upon request.

### **Definitions**

***Criminal activity*** includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the SNRHA.

***Drug-related criminal activity*** is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

***Engaged in or engaging in or recent history of drug related criminal activity*** means any act within the past 12 months by applicants or participants, household members, or guests that involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did result in the conviction of the applicant or participant, household members, or guests.

***Engaged in or engaging in or recent history of criminal activity*** means any act within the past 12 months by applicants or participants, household members, or guests that involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the SNRHA, which did result in conviction of the applicant or participant, household members, or guests.

***Other criminal activity*** means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been convicted for any criminal or drug- related criminal activity within the past 5 years.



*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

#### **G. SCREENING FOR SUITABILITY** [24 CFR 960.204, 960.205]

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

The SNRHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission (24 CFR 8.2 Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the SNRHA.

The SNRHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the final eligibility determination, the SNRHA will screen adult applicant household members to assess their suitability as renters. Factors to be considered are housekeeping habits, prior history as a tenant, criminal records and the ability of the applicant to maintain the responsibilities of tenancy.

The SNRHA will complete a credit check and rental history check for all adult members of applicants household.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the community.

The SNRHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:





The applicant's past performance in meeting financial obligations especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member, including but not limited to drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the SNRHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]

Adversely affect the physical environment or financial stability of the community. [24CFR 960.205(b)]

Violate the terms and conditions of the lease. [24CFR 8.3].

Require services from SNRHA staff that would alter the fundamental nature of the SNRHA's program. [24 CFR 8.3]

### **Rent Paying Habits**

The SNRHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past five years.

Based upon these verifications, the SNRHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five years for nonpayment of rent, or had other legal action initiated against him/her for debts owed.

SNRHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss



of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond their control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history may, with the exceptions noted above.

Where past rent paying ability cannot be documented, the SNRHA will check with the utility companies supplying power and gas to determine whether the family has been current and timely on their payments.

### **Screening Applicants Who Claim Mitigating Circumstances**

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

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

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

### **Examples of Mitigating Circumstances**

Evidence of successful rehabilitation;

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

Evidence of successful and sustained modification of previous disqualifying behavior.



Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The SNRHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

### **Qualified and Unqualified Applicants**

Information which has been verified by the SNRHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Any local preference to which the family is entitled.

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

Applicants who are determined to be unqualified for admission will be promptly notified by a Notice of Denial of Admission stating the reason for the denial. The SNRHA shall provide applicants an opportunity for an informal hearing (See Grievance Procedure)

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

When the SNRHA makes a preliminary determination that a family is eligible, SNRHA will notify the family of the determination. However, the availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the SNRHA, such as turnover rates, and market demands as they affect bedroom sizes and community location.

### **Denial of Admission for Debts to This or Any Other PHA**

Previous outstanding Any debts owed to SNRHA or any Public Housing Authority (PHA), resulting from a previous tenancy in Public Housing, Section 8 (including Section 8 community-based) or any other housing program, must be paid in full prior to final determination of eligibility. Failure to make payment in full within 14 calendar days of the



date of notice of the debt will result in denial of assistance. Applicant can be granted an extension for full payment up to 14 days by the Eligibility Manager or designee.

### **Documenting Findings**

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

**Criminal Activity** - Includes the activities listed in the definition of criminal activity in this chapter.

**Pattern of Violent Behavior** - Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors. Violent criminal activity will be considered any activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any household member, as defined by HUD.

**Pattern of Drug Use** - Includes a determination by the SNRHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

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

**Pattern of Alcohol Abuse** - Includes a determination by the SNRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents (see One Strike chapter.)

**Initiating Threats** - Behaving in a manner indicating intent to assault employees or other tenants.

**Abandonment of a Unit** - without advising SNRHA officials so that staff may secure the unit and protect its property from vandalism.

**Non-Payment of Rightful Obligations** - Includes rent and/or utilities and other charges owed to the SNRHA (or any other PHA).

**Intentionally Falsifying an Application for Leasing** - Includes uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

**Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** - Consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant



resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

**Grossly Unsanitary or Hazardous Housekeeping** - Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

**Destruction of Property** - to any previous property that the family has resided in.

**Whether Applicant Is Capable of Maintaining the Responsibilities of Tenancy** - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

## **H. DENIAL OF ADMISSION**

The SNRHA may deny assistance to an applicant for any and all of the reasons listed below:

### **1. Action/Inaction by the Applicant**

The SNRHA shall deny assistance to an applicant who: Refuses to

enter into a public housing lease agreement;

Fail to provide social security number on authorized document such as a valid social security cards; pension document; or social security awards letter.

Refuses to cooperate with SNRHA during the initial certification process;

Has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application; Has

engaged in or threatened abusive or violent behavior toward SNRHA personnel;



Credit history checks or landlord inquiries received with any listed judgments or evictions (with the exception of certain mitigating circumstances).

Fails to establish citizenship or eligible immigration status.

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

**Mitigating Circumstances:** In deciding whether to deny assistance because of an applicant's actions or failure to act, SNRHA has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure the time elapsed since the action or failure to act (unless specified elsewhere in this ACOP) and the extent of the applicant's culpability. SNRHA will also consider good cause reasons for missing appointments or failing to provide requested information. Said reasons include verifiable hospitalization or travel.

The SNRHA has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

## **2. Criminal Conduct of an Applicant or Member of the Applicant's Household**

SNRHA will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes convictions.

SNRHA may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three year period)

Applicants and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

- a. **Convictions for Possession and/or Use of Controlled Substance** - Applicants and/or household members who have been convicted of possession of a controlled substance that was due to the applicant and/or household members' addiction rather than sale or distribution, may be eligible for admission to the public housing program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the public housing program.



- b. **Termination of Assistance Due to Alcohol Abuse** - The SNRHA may deny assistance to an applicant when, through verifiable evidence, SNRHA determines that:

The applicant and/or household member has a pattern of abuse of alcohol;  
and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

**Mitigating Circumstances.** The SNRHA may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

He/she or his/her household member has successfully completed an alcohol rehabilitation program; or

He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

- c. **Other Convictions** - Applicants and/or members of their household who have criminal convictions, for offenses other than those referenced in paragraphs 2a and 2b above, shall be barred from admission for the time periods listed below.

## **SEX OFFENDERS**

### **a. PERMANENT BAN**

**Sex Offenders Subject to Lifetime Registration** – The following Applicants and/or any member of the applicants’ household (collectively referred to as “Applicants” will be Prohibited from participation in any SNRHA housing program (24 CFR 5.856,960.204(a)(4),982.553(a)(2):

1. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement in Nevada; and
2. Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement by **ANY** state convicting the person.

Applicants commit fraud by: (1) failing to disclose to SNRHA that the Applicants are subject to a sex offender registration requirement, or (2) misleading SNRHA in any way regarding the Applicants’ status relating to a sex offender registration requirement.

Applicants convicted of the manufacture or production of methamphetamines on any federally assisted property. 24 CFR 960.204(3)



### **b. TEN YEAR ADMISSION BAR PERIOD**

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of 10 years.

Murder or attempted murder

Rape (not resulting in offender being a registered as a sex offender)

Child Molestation (not resulting in offender being registered as a sex offender)

Kidnapping, attempted kidnapping

Sexual assault, attempted sexual assault

Child pornography

### **c. FIVE YEAR ADMISSION BAR PERIOD**

If any household member has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted Housing property;

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of five years.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance (Five Years from the date of conviction):

Persons convicted of Drug-Related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sale, distribute or use the drug (24CFR 5.100), including:

Trafficking in controlled substances; and

Sale of controlled substances





(Five year from the date of conviction): Persons convicted of Violent Criminal activities, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonable likely to cause, serious bodily injury or property damage including:

- Driving under the influence causing personal injury
- Voluntary       manslaughter
- Involuntary     manslaughter
- Robbery
- Attempted robbery with a deadly weapon
- Mayhem or attempted mayhem
  
- Battery with substantial bodily harm (with a deadly weapon)
- Trafficking of controlled substance
- Sale of controlled substance
- Felony Hit and Run
- DUI 3<sup>rd</sup> Offense
  
- Grand Larceny
- Arson, attempted arson
- Illegal Mfg of Controlled Substance
- Assault with a deadly weapon
  
- Prohibited Person in Possession of a Firearm (2<sup>nd</sup> offense or more)
- Possession of controlled substance with intent to sell

**If convicted of a sexual crime in any court of law and subject to any sex offender registration requirement admission and/or continued occupancy shall be permanently barred.**

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises. Evidence of such criminal activity includes, but is not limited to:

- Any conviction for drug-related or violent criminal activity within the past 5 years
  
- Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.



### **Previously Assisted Families –Five Year Bar**

If the family's assistance was terminated for the following reasons the family will be denied assistance for five years:

- Any family member has been evicted from federally assisted housing within the last five years.
- Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last five years.
- A family member has engaged in or threatened violent or abusive behavior toward SNRHA personnel within the last five years.

Abusive or violent behavior towards SNRHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate shall be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance for all the above noted time-fames, the SNRHA will consider factors discussed in Section 12-II-B. Upon consideration of such factors, the SNRHA may, on a case-by-case basis, decided to reduce the period of ineligibility.

#### **d. THREE YEAR ADMISSION BAR PERIOD**

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the public housing program for a period of three (3) years:

Assault or Battery

Domestic Violence (third and further offense)

Child Abuse and neglect of children (2nd offense)

Open and gross lewdness (2nd offense) - if a registered sex offender, the three year bar does not apply. Registered Sex offenders are forever barred.

Elder Abuse and exploitation of older persons

Harassment and stalking (2nd offense)

Discharging a firearm out of a motor vehicle

Home Invasion

Burglary

Aiming a firearm at a human being

#### **e. TWO YEAR PROHIBITION**

Any family allowing an ineligible person (relating to citizenship) living in the assisted unit



without informing the SNRHA must be terminated for 24 months.

Possession of controlled substance

Any other criminal activity which, if repeated after admission, may threaten the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or persons living in the immediate vicinity. and/or

May threaten the health or safety of the property's owner, property management staff, SNRHA staff, or other individuals working in the immediate vicinity

#### **f. ONE YEAR ADMISSION BAR PERIOD**

##### **Gross Misdemeanor Convictions**

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from program admission for a period of one (1) year from the date of completion of sentence, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission.

##### **Gross Misdemeanor Convictions**

Persons with gross misdemeanor convictions for the offense listed below shall be barred for the program admissions and continued occupancy for a period on one (1) year from the date of the conviction and must demonstrate an absence of criminal activity for a minimum period of one (1) year preceding the date of the application or port in date:

Open or gross lewdness (1st offense)

Discharging a weapon where a person might be endangered

Discharging a firearm in or upon a public street

Carrying a concealed weapon

Prohibited Person in Possession of a Firearm -1<sup>st</sup> Offense

##### **Misdemeanor Convictions**

Persons with misdemeanor convictions, for the offenses listed below, shall be barred from program admission and continued occupancy in public housing program for a period of one (1) year.

Battery

Domestic violence

Possession of drugs not to be introduced into interstate commerce

Child Abuse and neglect of children (first offense, if no physical injury resulted to child)

Harassment/stalking

Trespassing



DUI – 1<sup>st</sup> or 2<sup>nd</sup> offense

Violation of a protective order

Resist a police officer

### **Probation and Parole**

Persons who are currently on parole/probation are barred from the program for the same period of time for the crime for which the parole/probation was issued. (i.e. burglary, person would be barred for a three-year period).

### ***Other Criminal Convictions***

Applicants, incoming clients under portability and/or members of their household who have criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the completion of their sentence.

For purpose of this section, the “completion of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

Persons with pending charges are barred from admission until the pending charges have been satisfied or dismissed by the issuing legal jurisdiction. Applicants must provide documentation within 30 days of notification to prevent denial of assistance.

Persons with outstanding warrants are barred from the program for the same period of time for the crime for which the warrant was issued. (i.e. burglary, person would be barred for a three-year period.)

### ***DENIAL FOR ACTION/INACTION BY THE APPLICANT***

The SNRHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) or the Welfare to Work Voucher Program.

The SNRHA **will** deny assistance to an applicant family if:

The family does not provide information that the SNRHA or HUD determines is necessary in determining program eligibility.

The family does not provide complete and true information to the SNRHA.

If any family member has been evicted from federally assisted housing in the last five years.

Fails to meet eligibility requirements concerning individuals enrolled at an



institution of higher education as noted in 24 CFR 5.612

Has made fraudulent misrepresentation on his/her application for assistance.

The family failed to disclose and verify social security numbers and submit and sign consent forms for obtaining information.

Fails to establish citizenship or eligible immigration status for at least one family member.

The family failed to keep scheduled eligibility appointments with SNRHA staff

A family member engages in or threatens violent or abusive behavior toward SNRHA personnel.

*Abusive or violent behavior towards SNRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

The family owes past due rent or other past due amounts, including in connection with a repayment agreement that are not current, to any PHA in connection with the HCV, Certificate, Project-based HCV Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt no later than 14 days from the initial eligibility interview.

Refuses to cooperate with SNRHA during the initial certification process or with portability procedures

## **I. USE OF FBI AND LAW ENFORCEMENT RECORDS**

The SNRHA will check criminal history for all applicants and tenants who are 18 years or older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility for admission and periodically as determined by SNRHA.

The SNRHA obtained a unique Originating Agency Identifier (ORI) number from the Federal Bureau of Investigation (FBI) in order to maximize its efforts in obtaining applicant criminal record history.

The SNRHA will do a name check only through its local law enforcement or screening agency to access limited information from the NCIC.



The SNRHA acknowledges that a name check only may result in an inconclusive result without a positive fingerprint comparison. The results of an inconclusive name check will not be used to deny an applicant admission to housing.

If the channeling agency indicates to the SNRHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, the SNRHA must proceed to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

The SNRHA will request an FBI report on applicants who the local law enforcement or screening agency has indicated crimes may have been committed outside SNRHA jurisdiction.

The SNRHA acknowledges that FBI reports may result in an inconclusive result requiring further documentation. The results of an inconclusive FBI report will not be used to deny an applicant admission to housing, but will require the applicant to provide further information and/or documentation.

#### **J. CONFIDENTIALITY OF CRIMINAL RECORDS**

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

All criminal reports will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

If the family is determined eligible for initial or continued assistance, the SNRHA's copy of the criminal report shall be shredded within 30 days as soon as the information is no-longer needed for eligibility or continued assistance determination. Approvals of FBI screenings shall be good for 12 months from the date of the approval.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The SNRHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

#### **Disclosure of Criminal Records to Family**

In the event SNRHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

#### **K. PROHIBITION AGAINST DENIAL OF ASSISTANCE/TERMINATION OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING [Pub.L. 109-162]**

The Violence Against Women Reauthorization Act of 2013 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a



victim of domestic violence, dating violence, sexual assault or stalking regardless of sex, gender identity or sexual orientation and which must be applied consistent with all nondiscrimination and fair housing requirements. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Every contract for contribution shall provide that...the public housing agency shall not deny admission to the community to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

VAWA protections cover tenants and applicants. VAWA protections are not limited to women. Victims of domestic violence, dating violence, sexual assault or stalking are eligible for protections without regard to sex, gender identity, or sexual orientation. Victims cannot be discriminated against on the basis of any protected characteristics, including race, color, national origin, religion, sex, familial status, disability and age.

### **Definitions**

As used in VAWA:

- The term *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 in common, by a person who is cohabitating with or has cohabitates 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.
- The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency if interaction between the persons involved in the relationship.
- Sexual assault means any nonconsensual sexual act prescribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- Stalking means 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.
- Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:
- The duration of the risk
  - The nature and severity of the potential harm
  - The likelihood that the potential harm will occur
  - The length of time before the potential harm would occur
- Affiliated individual, with respect to an individual, means a spouse, parent, brother, sister or child of the 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 any individual, tenant or lawful occupant living in the household of that individual.
- Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy or the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Who is Ineligible?

Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections that are available only to tenants.

As a reasonable accommodation, a tenant can request VAWA protections based on the grounds that the live-in aid is a victim of domestic violence, dating violence, sexual assault or stalking. In addition, other reasonable accommodations may be needed on a case-by-case basis.

In cases where a guest or unassisted member is a victim of domestic violence, dating violence, sexual assault or stalking, a tenant cannot be evicted or have assistance terminated on the basis of the domestic violence, dating violence, sexual assault or stalking of the guest or unassisted member.





Unassisted members who are also on the lease may qualify by way of the lease for VAWA protections at 24 CFR 5.2005(c).

Who is Eligible to Receive VAWA Protections?

VAWA protections cover tenants and assisted families, as defined under applicable program regulations. VAWA protections also cover applicants when they are applying for admission to a covered housing program. SNRHA may find instances of domestic violence, dating violence, sexual assault, or stalking against youth (those under the age of 18 years old) living in an assisted household for which the family may need to exercise VAWA protections to protect the youth victim. SNRHA will exercise the same documentation and confidentiality procedures in assisting a family in this situation. Please note, un-emancipated minors would not be eligible to sign leases under HUD programs. SNRHA may consider contacting child welfare or child protective services, or law enforcement, when a minor claims to be a victim of domestic violence, dating violence, sexual assault or stalking.

### **Determining VAWA protections, including whether an adverse factor is a “Direct Result: of domestic violence, dating violence, sexual assault or stalking**

The VAWA Final Rule provides that an applicant for assistance or a tenant receiving assistance may not be denied admission to, denied assistance under, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. (See 24 CFR 5.2005(b)(1).)

In addition to prohibiting a denial, termination, or eviction based on the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, the VAWA Final Rule prohibits SNRHA from denying assistance or admission, or evicting a tenant based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

An adverse factor refers to any factor that can be used as a basis for denying admission, terminating assistance, or evicting a tenant. However, if a denial or eviction is required by a federal statute, based on a particular adverse factor, SNRHA must comply with that statute, even if the adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking. For example, if the applicant is subject to a lifetime registration requirement under a State sex offender registration program, SNRHA must comply with section 578 of the Quality Housing and Work Responsibility Act of 1998 and deny the applicant admission, even if the sex offense(s) were a direct result of the fact that the applicant was a victim of domestic violence, dating violence, sexual assault or stalking.

### **Examples of When Adverse Factors Might Be Direct Results of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault or stalking and may present legitimate reasons for denial or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. Examples of “direct result” factors include but are not limited to poor credit history, poor rental history, criminal background and failure to pay rent.

### **How to determine if an Adverse Action is a Direct Result of Domestic Violence, Dating Violence,**



## Sexual Assault or Stalking

To trigger the direct result analysis, it is the responsibility of the applicant or tenant to:

1. Inform SNRHA that they are a victim of domestic violence, dating violence, sexual assault, or stalking; and
2. Provide enough information for SNRHA to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

After SNRHA receives this information, SNRHA will consider the individual's statement and any possible supporting documentation in determining if an adverse factor was a direct result of domestic violence, dating violence, sexual assault, or stalking. If further information is necessary for this determination, SNRHA may request additional supporting documentation from the applicant or tenant. However, any request for additional documentation must:

- A. Be in accordance with SNRHA's policies or practices,
- B. Not require evidence of the domestic violence, dating violence, sexual assault, or stalking other than as specified in 24 CFR 5.2007, and
- C. Not violate the VAWA Final Rule's confidentiality requirements or any other laws.

Note: Where an applicant or tenant fails to request VAWA protections, SNRHA is not independently required to identify whether adverse factors are the direct result of domestic violence, dating violence, sexual assault, or stalking.

If SNRHA believes any information is not clear, it should speak to the victim and try to clarify the information. After SNRHA has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, SNRHA must make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

## Notifications and Other Considerations

SNRHA must notify the applicant or tenant if SNRHA finds that the denial or eviction is not on the basis or as a "direct result" of being a victim of domestic violence, dating violence, sexual assault, or stalking, and the applicant or tenant is thus denied admission to, or evicted from the housing. (See 24 CFR 5.2005(b)(1).) An applicant or tenant that disagrees with the finding should use SNRHA's grievance procedures. The family may request an informal hearing within ten (10) calendar days of the notification of SNRHA's final determination.

If after reviewing the documentation provided by the applicant or tenant SNRHA determines the family is eligible for admission and/or continued assistance, SNRHA will proceed with the admission of the applicant family or not terminate the tenant's assistance.

In the case of an eviction, SNRHA must comply with the prohibition in 5.2005(d)(2), which provides:

SNRHA must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict the tenant.

Therefore, even if the direct result prohibition does not apply, SNRHA cannot use that violation to evict a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, if SNRHA does not ordinarily terminate or evict tenants for that violation.



## **Certification and Documentation of Domestic Violence, Sexual Assault, Dating Violence Or Stalking**

The Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking form serves as a means of documenting the incident or incidents of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

SNRHA must include The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD form 5382) with the VAWA Notice of Occupancy Rights (HUD form 5380).

SNRHA will utilize Form HUD-5382 and it must be publicly available and provided upon request.

The HUD form-5382:

- Provides that VAWA 2013 protects applicants and tenants, from being evicted, denied assistance, based on act of domestic violence, dating violence, sexual assault, or stalking.
- Is an optional way for victims to comply with a written request for documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking for persons seeking VAWA protections.
- Provides that the victim or someone on the victim's behalf may complete the form.
- Explains the time period for responding to a written request for documentation.
- Describes the confidentiality protections under VAWA.
- Requires that the victim or someone filling out the form on the victim's behalf answer the questions and provide a brief description of the incident(s).
- Clarifies that the name of the accused perpetrator does not have to be provided if it is unknown to the victim or it cannot be provided safely.
- Clarifies that the date and time of incident should be completed only if known by the victim.
- Requires the victim or someone filling out the form on the victim's behalf to certify to the truth and accuracy of the information being provided, and explains that false information could be the basis for denial of admission, or eviction.
- Includes required public reporting burden information.
- Provides a list of alternative third-party documentation to satisfy a request by SNRHA for documentation

When practicable, SNRHA will advise applicants and tenants that when SNRHA receives a form submitted on their behalf, such submission will take the place of the applicants and tenants, submitting their own statement. Thus, applicants and tenants should ensure, to the extent possible, that the information is accurate and comprehensive.

The form HUD-5382, as required by 24 CFR 5.2005(a)(1)(ii), must be made available by SNRHA in multiple languages, consistent with SNRHA's LEP Policy. (See 24 CFR 5.2005(a)(3).) In addition, consistent with civil rights requirements, when obtaining information through the form SNRHA must take appropriate steps to ensure effective communication with applicants, tenants, and participants with disabilities through the use



of appropriate auxiliary aids and services, such as large print and braille documents, readers, interpreters, and accessible electronic documents. SNRHA must also provide reasonable accommodations when necessary to allow applicants, and tenants with disabilities to equally benefit from VAWA protections; such as providing individualized assistance in completing forms.

The VAWA Notice of Occupancy Rights must be provided to adult applicants of public housing and each adult tenant of public housing no later than each of the following times:

For applicants:

- At the time the individual is provided admission and
- At the time the applicant is denied assistance or admission.

For tenants:

- With any PHA notification of eviction and
- By December 16, 2017, either during annual recertification or lease renewal process (as applicable). If there will be no recertification or lease renewal during the first year, through other means within the first year as determined by the SNRHA.

The VAWA Notice of Occupancy Rights must be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency, signed August 11, 2000, and published in the Federal Register on August 16, 2000 (at 65 FR 50121) (HUD's LEP Guidance) (24 CFR 5.2005(a)(3)).

### **SNRHA Requesting Documentation**

If SNRHA chooses to request an individual to document their claim of domestic violence, dating violence, sexual assault, or stalking, SNRHA must make such request in writing. Simply providing the victim the form HUD-5382 does not constitute a written request for documentation, unless the form HUD5382 is accompanied by a dated letter requesting documentation. The individual may satisfy this request by providing any one of the following documents as described under 24 CFR 5.2007(b)(1):

- A. Form HUD-5382;
- B. A document:
  - Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
  - Signed by the applicant or tenant; and
  - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or
  - stalking under 24 CFR 5.2003; or
- C. A record of a Federal, State, tribal, territorial or local law enforcement agency (may include a police report), court, or administrative agency; or
- D. Any other statement or other evidence that SNRHA has agreed to accept.



SNRHA must accept any of the above items (a – c), as provided under 24 CFR 5.2007. For example, form HUD-5382 must be accepted in lieu of any of the third-party documents outlined above (b or c), if the individual chooses to self-certify to satisfy SNRHA’s request for documentation; and the submitted documentation does not contain conflicting information.

SNRHA has discretion to accept a statement or other evidence. Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission or eviction.

### **Time to Submit Documentation**

SNRHA will require submission of documentation within 14 business days after the date that the individual received the written request for documentation. (See 24 CFR 5.2007(a)(2).) However, SNRHA may extend this time period at its discretion. During the 14-business day period and any granted extensions of that time, no adverse actions, such as eviction or termination, can be taken against the individual requesting VAWA protection. For example, SNRHA must not schedule an eviction, grievance hearing, or informal hearing to take place during this time frame.

In determining whether to extend the 14-business day period, SNRHA may consider factors that may contribute to the victim’s inability to provide the documentation in a timely manner. These factors may include, but are not limited to: cognitive limitations, disabilities, limited English proficiency, absence from the unit due to hospitalization or time in an emergency shelter, administrative delays in obtaining police or court records, the danger of further violence, and the victim’s need to address health or safety issues. SNRHA will grant reasonable accommodations for persons with disabilities. Please also note that because of these factors, SNRHA might not be contacted by the victim with a request to extend the 14-business day period until after the 14-day period has passed.

### **Acknowledging Receipt of Documentation; Failure to Provide Documentation in a Timely Manner**

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, SNRHA will acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation, or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of SNRHA to:

- a. Deny admission;
- b. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual’s failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual’s right to challenge the denial of assistance or termination, nor does it preclude the individual’s ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings. If SNRHA denies VAWA protections, the family may request an informal hearing within ten (10) calendar days of the notification of final determination.



## Requests for Third Party Documentation of Victim Status

When an applicant or tenant requests protection under VAWA, the VAWA Final Rule allows but does not require SNRHA to require the applicant or tenant to submit documentation of victim status, i.e., documentation showing the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the VAWA Final Rule prohibits a SNRHA from requiring the victim to provide third-party documentation of victim status, unless:

- More than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking, and the information in one person's documentation conflicts with the information in another person's documentation; or
- Submitted documentation contains information that conflicts with existing information already available to the SNRHA or owner.

In these circumstances, the regulations at 24 CFR 5.2007(b)(2), allows SNRHA to require the applicant(s) or tenant(s) to submit third-party documentation that meets the criteria in 24 CFR 5.2007(b)(1)(ii), (b)(1)(iii), or (b)(1)(iv). According to the criteria, the applicant or tenant may submit any of the following to meet the third-party documentation request:

- a. A document:
  - Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - Signed by the applicant or tenant; and
  - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or
- b. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency (for example, a police report) that documents the incident of domestic violence, dating violence, sexual assault, or stalking.
- c. At SNRHA's discretion, a statement or other evidence provided by the applicant or tenant.

The applicant(s) or tenant(s) must be given 30 calendar days from the date of the request to provide such documentation. If an applicant or tenant responds with third-party documentation that meets the criteria above and supports the applicant or tenant's VAWA request, SNRHA is prohibited from requiring further documentation of the applicant or tenant's status as a victim of domestic violence, dating violence, sexual assault, or stalking. However, if an applicant or tenant does not submit any third-party documentation within the required time period or submits documentation that does not meet the criteria above, SNRHA may, but is not required to, accept that applicant or tenant's assertion of victim status for the purpose of the VAWA protections.

For purposes of providing VAWA protections, satisfying the documentation requirements in section 24 CFR 5.2007(b)(2) resolves the question of whether the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

In the case of conflicting documentation between two tenants, if one tenant submits a court order addressing



rights of access or control of the property (such as a protection order granting the victim exclusive possession of the unit), SNRHA must honor this court order.

When requesting third-party documentation, SNRHA will provide contact information for local domestic violence agencies so that the applicant(s) or tenant(s) can seek services and plan for their safety. SNRHA may also provide the applicant(s) or tenant(s) with contact information for local legal aid offices, which may be able to assist in providing appropriate referrals, obtaining restraining orders, and preparing for grievance hearings.

If SNRHA requests, but does not receive third-party documentation, SNRHA has the option to deny VAWA protections and must notify the applicant or tenant. If this results in a tenant(s) being evicted SNRHA must hold a separate informal grievance hearing for the tenant. When denying VAWA protections, SNRHA must ensure that it complies with PIH Notice 2015-19.

### **Documentation Conflicts with SNRHA**

An individual may satisfy a request for victim status documentation by submitting any document that meets the criteria for a document type under 24 CFR 5.2007(b)(1). SNRHA must accept the submitted documentation and is prohibited from seeking additional documentation of victim status, unless the submitted documentation does not meet the criteria in the VAWA Final Rule or the submitted documentation contains conflicting information, including conflicting claims between two parties, as described above.

SNRHA is prohibited from conducting further fact finding for the purpose of trying to verify the “validity” of an applicant or tenant’s victim status. For example, SNRHA is prohibited from conducting interviews with neighbors or employers to determine if the applicant or tenant is “really” a victim of domestic violence, dating violence, sexual assault or stalking. Doing so would be in violation of the documentation requirements of the VAWA Final Rule and may result in a violation of the victim confidentiality requirements of the VAWA Final Rule.

However, if SNRHA already has or regularly receives reliable information that conflicts with the submitted documentation SNRHA may require third-party documentation of victim status, based on information outside of the submitted documentation. Examples of reliable information include surveillance footage, police report(s), and other verifiable information. This information must not be collected for the purpose of discrediting claims for VAWA protections, but may be collected for other legitimate reasons; such as addressing safety in the community. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, the PHA or owner has the option to deny VAWA protections and must notify the applicant or tenant.

Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false. In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

### **Perpetrator Removal or Documentation of Rehabilitation**

#### **SNRHA Policy**

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault or stalking, the SNRHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed rehabilitation and has had a clean criminal history for a



minimum of one (1) year in accordance with Section K above.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has received assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed. The victim and perpetrator must also sign or attest to the documentation.

### **Lease Bifurcation**

In accordance with 24 CFR 5.2009(a), SNRHA may choose to bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, terminate occupancy rights, to such member(s) who engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.

Eviction, removal, termination of occupancy rights, must be effected in accordance with procedures prescribed by federal, state, or local laws for termination of leases. Court ordered eviction of the perpetrator pursuant to applicable laws results in the underlying lease becoming null and void once SNRHA regains possession of the unit. SNRHA would then execute a new lease with the victim.

In other words, SNRHA may divide your lease in order to evict the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking. SNRHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. A new lease would be executed with the eligible remaining tenants. On site management will assist the remaining tenants with this process.

### **SNRHA Confidentiality Requirements**

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that SNRHA maintain the confidentiality and privacy of victims who seek protection under the VAWA Final Rule. Any information submitted to SNRHA under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence by SNRHA. (See 24 CFR 5.2007(c)).

- a. Employees of SNRHA must not have access to the information unless explicitly authorized by SNRHA for reasons that specifically call for the individuals to have access to such information under applicable Federal, State or local law; and
- b. SNRHA must not enter this information into a shared database, or disclose the information to any other entity or individual, except to the extent that disclosure is: 1) Requested or consented to in writing by the individual (victim) in a time limited release; 2) Required for the use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or (3) Otherwise required by applicable law.





## **L. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION**

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job training program;
- Will not apply for various welfare or benefit programs; Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are eligible students;
- Status as a domestic violence victim.

## **M. HEARINGS**

If information is revealed that would be grounds for the SNRHA to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to the SNRHA's hearing procedures outlined in Chapter 12.



## Chapter 3

### APPLYING FOR ADMISSION

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

#### **A. HOW TO APPLY**

Families who wish to apply for any of the SNRHA's programs must complete a written application or an application by phone if designated in SNRHA's advertisement. Applications will be made available in an accessible format upon request from a person with a disability. The preliminary application form is also available on the SNRHA website. Pre-applications and required attachments are available on the SNRHA website.

Persons with disabilities may call the SNRHA to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be mailed to interested families upon request who are out-of-state.

Spanish translation of the pre-application is available for non-English speaking applicants.

Applications will be accepted on line or at a central location for all waiting lists.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre- application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.  
  
The pre-application will be dated, time-stamped, and referred to the SNRHA's office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family approaches the top of the waiting list. At this time the SNRHA ensures that verification of all HUD and SNRHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **B. "INITIAL" APPLICATION PROCEDURES**

The SNRHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application may be submitted by mail, or in person, whenever the Waiting List is open and the data is entered into the computer.

The purpose of the pre-application is to permit the SNRHA to preliminarily assess family



eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain questions designed to obtain the following information:

- Names of head of household and spouse/co-head
- Gender and age of all members (used to estimate bedroom size needed)
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social security numbers
- Race/ethnicity
- Arrests/convictions for criminal activity
- Questions regarding previous participation in HUD programs
- Alternative/Optional contact form (HUD 92006)

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

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

Applicants are required to inform the SNRHA in writing of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the SNRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond to mailings with requested information will result in the applicant being removed from the waiting list. See Grievance Procedure.

Applications submitted for waitlist(s) that are not open will be rejected and the applicant will be notified of the reason(s) for the rejection.

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily accepted, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation) that the application has been accepted and the applicant has been added to the corresponding waitlist.

This written notification of preliminary acceptance will be mailed to the applicant by first class mail or distributed to a disabled applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the SNRHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an



informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Grievance Procedure.

#### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The applicant may be interviewed in person, a packet sent through mail or a virtual interview. The letter will notify the applicant of an application interview and request the applicant to bring provide all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability, prior to the full application interview. The client may also have the option available of completing and signing the required documents electronically.

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

Applicant will then participate in a full application interview with a SNRHA staff member to review the information on the full application form. The applicant will sign and certify that all information is complete and accurate.

The full application packet will be mailed to the applicant if they are out of state or applicant may have the option of completing the necessary forms electronically.

SNRHA will mail the full application packet to the applicant if needed as a reasonable accommodation for a person with a disability.

#### **Requirement to Attend Interview**

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

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, however, these individuals will still be required to sign



all required forms within ten calendar days of the date of the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if s/he is unable to attend. If an applicant fails to appear for their interview without prior approval of the SNRHA, their application will be denied unless they can provide acceptable documentation to the SNRHA that an emergency prevented them from calling. SNRHA will reschedule only for hospitalization, out of town, jury sequester, death in immediate family or as a reasonable accommodation. If the applicant misses two scheduled meetings, SNRHA will reject the application.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (see Grievance Procedure)

All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the SNRHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the SNRHA. Applicants must also sign the SNRHA authorization for the release of information and HUD Debts Owed form (HUD-52675)

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

If the SNRHA determines at or after the interview that additional information or document(s) are needed, the SNRHA will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information. SNRHA may grant one (1) 14 day extensions.

If the information is not supplied in this time period, the SNRHA will provide the family a notification of denial for assistance. (See Grievance Procedure.)

## **E. PROCESSING APPLICATIONS**

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the SNRHA's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income



- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant suitability screening
- Citizenship or eligible immigration status
- Criminal History Report

\* In the event that a family is claiming zero income and appears to be eligible for income that is not reported to be received (i.e. TANF, UIB, Child Support, etc.), the absence of such income will be verified.

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

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

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within ten (10) calendar days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.



## Chapter 4

### TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.204]

#### **INTRODUCTION**

It is SNRHA policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide waiting list unless the applicant has applied for a development subject to a site-based waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, the site in which they wish to reside for applicable designated communities, and factors of preference or priority. In filling an actual or expected vacancy, SNRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de- concentration of poverty and income-mixing objectives. SNRHA will offer the unit until it is accepted. This Chapter describes SNRHA policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

#### **SNRHA OBJECTIVES**

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

It is SNRHA objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in sequence within their preference category and date and time sequence.

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

#### **SITE-BASED/DESIGNATED WAITING LISTS**

Per the Quality Housing and Work Responsibility Act of 1998, SNRHA uses site-based/designated waiting lists.

#### **A. MANAGEMENT OF THE WAITING LIST**

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

The application will be a permanent part of the file.



All applicants in the pool will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

All applicants must meet applicable income eligibility requirements as established by HUD.

### **Opening and Closing the Waiting Lists**

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

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

When SNRHA opens the waiting list, SNRHA will advertise the location(s), and program(s) for which applications are being accepted in the following newspapers:

Las Vegas Review Journal/Sun  
El Mundo  
Las Vegas Asian Journal  
Indian Voice  
The Challenger Rehabilitation, Disability Newspaper

To reach persons with disabilities, SNRHA will provide separate notice to local organizations representing the interests and needs of the disabled. This will include notice to the following organizations:

Opportunity Village  
Nevada Disability Advocacy and Law Center  
Nevada Legal Services  
Help Them Walk Again  
Nevada Association for the Handicapped

The notice will contain:

- The dates, times, and the locations where families may apply.
- Any designated housing for which site-based waiting lists are applicable
- The programs for which applications will be taken.
- Limitations, if any, on whom may apply.

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

### **When Application Taking is Suspended**

SNRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 to 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with





applicable civil rights laws.

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

Suspension of application taking is announced in the same way as opening the waiting list. SNRHA will give at least five (5) days' notice prior to opening or closing the list.

When the period for accepting applications is over, SNRHA will add the new applicants to the list by:

- Unit size, local preference, and by date and time of application.

SNRHA will update the waiting list at least tri-annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, SNRHA will advise families of their responsibility to notify SNRHA in writing when mailing address changes.

### **Limits on Who May Apply**

When the waiting list is open,

- Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to SNRHA, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

### **Multiple Families in Same Household**

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

## **B. SITE-BASED WAITING LISTS**

SNRHA offers a system of site-based waiting lists for HUD-approved designated communities.

SNRHA maintains separate site-based waiting lists for all current or future mixed financed properties, as well as all current or future RAD conversion Properties.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the community or communities in which they seek to reside.

SNRHA will monitor its site-based waitlist annually by comparing data in January to data in October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each SNRHA site by analyzing its data.

Every reasonable action will be taken by SNRHA to assure that applicants can make informed choices regarding the community(s) in which they wish to reside. SNRHA will disclose information to applicants regarding the location of available sites.



### **Monitoring Site-Based Waiting Lists**

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

SNRHA adoption of site-based waiting lists is not in violation of any court order or settlement agreement and is not inconsistent with any pending complaint brought by HUD.

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

SNRHA will assess changes in racial, ethnic or disability-related tenant composition at each SNRHA site that has occurred during the implementation of the site-based waiting lists. SNRHA will make this assessment based on MTCS data.

SNRHA has established site-based waiting lists for the following properties:

Hampton Court, Family Development, Henderson

SNRHA intends to make available dwelling units, in communities designated for elderly families only, to near-elderly families *if there are an insufficient number of elderly families on the waitlist*. Near elderly will be defined as families whose members are 55 years of age or older.

### **C. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet SNRHA Selection Criteria as defined in this policy.

SNRHA preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, SNRHA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by SNRHA to verify their preference and, if verified, SNRHA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by SNRHA.

Among applicants with equal preference status, the waiting list will be organized by date and time.

#### **Local Preferences**

Local preferences will be used to select among applicants on the waiting list. A public hearing with an opportunity for public comment will be held before SNRHA adopts any local reference.



SNRHA uses the following Local Preferences:

**Homeless Referral Preference:** Families who are homeless (family lacks a fixed regular and adequate night time residence, or has a primary night time residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations, such as welfare voucher hotels, congregate shelters or transitional housing designed for homeless persons, or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings) and are participating in case management with an approved referral agency. This preference shall be limited to up to 150 referrals per year from Clark County Social Service.....60 points. Unit offers to applicants referred for this preference will be made as follows: for every two applicants from the waiting list receiving a unit offer, one applicant referred under this preference will receive a unit offer.

*Homeless Families that live with friends or relatives who are not currently in the transition system, will be encourage to apply to other available SNRHA programs that they may qualify for.*

**Federally Declared Disasters:** Victims who are holders of Section 8 Vouchers or other subsidized programs as defined as eligible units by HUD, in another jurisdiction within 120 days of the President declaring a federal disaster. .... **55 points**

**Working Preference:** Head, spouse or co-head who is employed at least 20 hours per week at the equivalent of minimum wage, or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is extended equally to elderly families or disabled families, including but not limited to those whose head or spouse is receiving SSI, SSD, or who can be verified to be unable to work, if both the head of household and spouse is either elderly or disabled..... **30 points**

**Veteran Preference defined by the State of Nevada:** A Veteran/Disabled Veteran may submit an admissions application at any time for any housing program, whether the waiting list is open or closed – with the exception of the Housing Choice Voucher Program. The Veteran/Disabled Veteran must be the head, spouse, or co-head member of the household. At the time of eligibility, the Veteran/Disabled Veteran must submit their DD214 (or other official discharge documents from the Official Military Personnel File) which shows enlistment date, discharge dates, branch of service, social security number, birthdate, net active service, and type of discharge. If the military documents are not submitted accordingly, the Veteran’s/Disabled Veteran’s name will be withdrawn from the waiting list.....**35 points**

**Disabled veteran** or family (defined as dependent son, daughter, and spouse) of a veteran with a service-connected disability. .... **5 points**

**Family of** (defined as spouse) a **deceased veteran** with a service-connected death. ....**33 points**

**Residency preferences** for head, co-head or spouse, who live, work, have been hired to work, or are enrolled full time in an accredited school in Clark County... **5 points**

**ADDITION:** Displacement Preference means any applicant who is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following reasons (1) displacement by disaster; (2) displacement



by government action; (3) displacement by housing owner through no fault of the tenant; and (4) displacement due to domestic violence...32 pts

### ***FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]***

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

### ***PREFERENCE DENIAL [24 CFR 5.415]***

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Housing Programs Manager or Director of Housing Programs. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on SNRHA waiting list.

### **Pulling from the Wait List**

SNRHA shall utilize income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income. Elderly and disabled families are given the working preference as required by HUD regulations. All preferences claimed are verified at final eligibility determination. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.

Once SNRHA has met or exceeded the minimum 40% targeted Income requirement for new admissions of extremely low-income (<30% AMI) families, SNRHA to the extent possible, will select the remainder of its new admissions by targeting very-low income (<50% AMI) and low-income (<80% AMI) families. Compliance with the minimum 40% of extremely low-income families for new admissions will be monitored on a monthly basis.

**D. VERIFICATION OF PREFERENCE QUALIFICATION** [24 CFR 5.415] The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for a review.

### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify SNRHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.



If the family failed to report income changes during final eligibility and the verified failure would have affected their eligibility for a local preference, the family will be returned to the waiting list.

**E. PREFERENCE DENIAL** [24 CFR 5.415]

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have 10 calendar days to request the meeting in writing. If the preference denial is upheld, as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list with notification to the family.

**F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS**

Before applying its preference system, SNRHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

**G. INCOME TARGETING**

SNRHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of SNRHA jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

SNRHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRRA by admitting less than 40 percent of "extremely low income families" to public housing in a fiscal year, to the extent that SNRHA has provided more than 75 percent of newly available vouchers to "extremely low income families." This fungibility provision discretion by SNRHA is also reflected in SNRHA Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing communities located



in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

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

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

### **Low Income Family Admissions**

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

## **H. UNITS DESIGNATED FOR THE ELDERLY**

In accordance with the 1996 Housing Act, Head or Spouse must be at least 62 years of age to be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities. The units designated for the elderly are located at James Down Towers, Levy Gardens, and Sartini Plaza.

## **I. UNITS DESIGNATED FOR THE DISABLED**

SNRHA has no HUD-approved disabled-only designated developments.

## **J. GENERAL OCCUPANCY UNITS**

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

SNRHA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

## **K. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

SNRHA admission policy is designed to provide for de-concentration of poverty and income mixing by bringing higher income tenants into lower income communities and lower income tenants into higher income communities.

Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.



SNRHA will gather data and analyze, at least annually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in SNRHA de-concentration efforts.

SNRHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the community for the purpose of assisting SNRHA in its de-concentration goals.

If SNRHA annual review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular community, SNRHA will evaluate the changes. SNRHA will determine whether, based on SNRHA methodology of choice, the community needs to be re-designated as a higher or lower income community or whether SNRHA has met the de-concentration goals and the community needs no particular designation.

### **Deconcentration and Income-Mixing Goals**

Admission policies related to the de-concentration efforts of SNRHA do not impose specific quotas. Therefore, SNRHA will not set specific quotas, but will strive to achieve de-concentration and income mixing in its developments.

SNRHA income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. SNRHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for SNRHA.

SNRHA income-mixing goal, in conjunction with the requirement to achieve income targeting, will be achieved via unit offer procedures described in Section O of this chapter.

### **Community Designation Methodology**

#### **Aggregate Average Method**

SNRHA will review the annual resident income of all family sites to develop an average annual income, which will be used as a baseline. Developments with an average annual income above that baseline will be considered higher income developments, and developments with an average annual income below the baseline will be considered lower income developments.

Upon analyzing its findings SNRHA will apply the policies, measures and incentives listed in Section P of this chapter to bring higher income families into lower income developments.

### **SNRHA Incentives for Higher Income Families**

Covered in Section O of this Chapter.

### **M. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 960.204(a)]

The waiting list will be purged at least tri-annually by mailing to all applicants to ensure that the waiting list is current and accurate. The purge will be performed in a program-specific manner and will be conducted on a rotating basis. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 calendar days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. Failure to respond will result in removal from all waiting lists.



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

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

SNRHA allows a grace period of 7 calendar days after completion of the purge mailing. Applicants who respond during this grace period will not be withdrawn.

Applicants are notified with confirmation of SNRHA receipt of their application that they are responsible for notifying SNRHA within 10 calendar days, if they have a change of address.

#### **N. OFFER OF ACCESSIBLE UNITS**

SNRHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

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

First, to a current occupant of another unit of the same development, or other public housing developments under SNRHA control who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, SNRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement. SNRHA will pay all reasonable and customary costs associated with the relocation of the non-disabled family.

The Authority will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan

See Chapter 9.

#### **O. PLAN FOR UNIT OFFERS**

SNRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is to offer the family at the top of the waiting list for the appropriate bedroom size and unit type the oldest available unit five days prior to target-ready date.

Unit offers to promote income targeting are made in accordance with HUD regulations of the oldest eligible certified family to the appropriate bedroom size of the oldest ready and available unit. Once SNRHA has met the 40% targeted income requirement for new admissions of





extremely low-income families, SNRHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

### **Number of Offers - One Offer**

SNRHA will make one offer on an appropriate unit. If the offer is rejected or the applicant fails to execute a lease within the required timeframes, the applicant will be withdrawn from our waiting list. Exceptions are incorrect unit offers and/or offers to non-disabled families of accessible units, or other “good cause” reason. The applicant shall be informed of this in writing.

## **P. CHANGES PRIOR TO UNIT OFFER**

### **Applicants with a Change in Family Size or Status**

Applicants must report changes in income, family composition, and address within ten (10) calendar days of the change prior to eligibility and after final eligibility. If the family did not report the change within the required time frame, the family will be withdrawn and determined ineligible and offered an opportunity for informal hearing.

Properly reported changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. SNRHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit or if the family is no longer eligible for the program.

The family will take the appropriate place in the selection pool or waiting list according to the preference points on the date they first applied *if the appropriate waiting list was open at the time of initial application*.

Changes that occur during the period between determination of final eligibility and an offer of a suitable unit may affect the family’s eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Grievance Procedure.)

Income changes properly reported after the unit is offered will be processed as an Interim re-examination following lease-up procedures.

## **Q. APPLICANT STATUS AFTER UNIT OFFER**

When an applicant rejects the unit offer SNRHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply. Exceptions may be made in accordance with 504 regulations, for persons whose refusal involved the need for a reasonable accommodation.

## **R. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants will have three (3) business days to respond to an offer of an available unit. Applicants must accept a unit offered within one (1) business day of the date the unit is shown and execute a lease within two (2) additional business days of the offer acceptance. Extensions can be approved for good cause.

SNRHA staff will attempt to notify applicants by telephone as a courtesy; all offers will be made in writing by first class mail.



### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will be returned to the waiting list.

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

- An elderly family who makes the decision not to occupy or accept occupancy in designated housing for which they applied will be withdrawn from the designated housing waiting list, but this action will not affect their standing on any other waiting list. [24 CFR 945.303(d)]
- Inaccessibility to source of employment or education such that an adult household member must quit a job, drop out of an educational or a job training program.
- The family demonstrates to SNRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons must be specific. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household member, or a live-in aide necessary to care for the principal household member.
- The family is offered a unit which is handicap accessible, but there is no member of the family that need accessibility features in the unit. The unit is inappropriate for the applicant's disabilities

### **S. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities or if a non- disabled family is offered an accessible unit, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, SNRHA will follow the applicable policy as listed in Section O, Plan for Unit Offers, and Section Q, Applicant Status after Final Offer.



## **T. SPECIAL PROGRAMS**

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program at the following properties:

- Landsman Gardens, Henderson, Nevada.
- Vera Johnson B, Las Vegas, Nevada
- Biegger Estates, Las Vegas, Nevada
- Rose Gardens, North Las Vegas, Nevada
- Espinoza Terrace, Henderson, Nevada
- Bennett Plaza, Las Vegas, NV
- Archie Grant Park, Las Vegas, NV

**See Chapter 16 for RAD/PBV information.**



## Chapter 5

### OCCUPANCY GUIDELINES

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

#### **A. DETERMINING UNIT SIZE**

The SNRHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The SNRHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person 18 years or older or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be assigned using the following guidelines:

#### **GUIDELINES FOR DETERMINING BEDROOM SIZE**

<i><b>BEDROOM SIZE</b></i>	<i><b>Minimum # Persons in Household</b></i>	<i><b>Maximum # Persons in Household</b></i>
<i><b>Zero (0) Bedroom</b></i>	<b>1</b>	<b>1</b>
<i><b>One (1) Bedroom</b></i>	<b>1</b>	<b>2</b>
<i><b>Two (2) Bedroom</b></i>	<b>2</b>	<b>4</b>
<i><b>Three (3) Bedroom</b></i>	<b>3</b>	<b>6</b>
<i><b>Four (4) Bedroom</b></i>	<b>4</b>	<b>8</b>
<i><b>Five (5) Bedroom</b></i>	<b>6</b>	<b>10</b>

Generally the SNRHA will assign one bedroom to two people within the following guidelines:

Adults of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.

Head or co-head will not be required to share a bedroom with other family members.

Separate bedrooms should be allocated for persons of the opposite sex



Foster children will be included in determining unit size only if there is a foster child in the unit for more than 12 months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses if the family has 51% custody of the child(ren).

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated a zero or one bedroom. The living room will not be used as a bedroom except at the request of the family and so long as it does not constitute an overcrowded unit.

## **B. EXCEPTIONS TO OCCUPANCY STANDARDS**

The SNRHA will grant exceptions from the guidelines in cases where it is the family's request or the SNRHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes or they have occupied the unit for a minimum of one year.

At the SNRHA's discretion the family may be offered a unit smaller than the preferred unit size, based on the SNRHA's occupancy standards, if in doing so the family has an opportunity to be housed earlier or live in a preferred community.

At the SNRHA's discretion, to abate emergency situations, Management may approve the offering of a unit larger than the preferred unit size, based on the SNRHA's occupancy standards.

In all cases, where the family requests an exception to the general occupancy standards, the SNRHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the SNRHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the SNRHA before the family is placed on the larger bedroom size list. The SNRHA will consider these requests:

### **Person with Disability**

The SNRHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the Service and Accommodations Policy section of Chapter 1.



### **Other Circumstances**

Circumstances may dictate a larger size than the occupancy standards permit when: Persons

cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom size due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a doctor, medical professional or social service professional.

The SNRHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA.

SNRHA shall require residents who are requesting to add family members that are minors and who are not their children by birth, foster care, court awarded custody, or court awarded guardianship to sign SNRHA's form certifying they have the child(ren) parent's consent to care for the child full-time. The family must also provide proof of income for the care of the child such as TANF payment or other support, if any income is being received by an adult for the care of the child. The family member must be the payee. School record (if the child is of school age), must be provided to document the public housing unit as the record of enrollment for the child(ren).

SNRHA shall verify through welfare and the district attorney's office any payments being made for children residing in its public housing units.

SNRHA shall not approve additions for any reason if it will result in overcrowding as defined in HUD regulations.

All members of the family residing in the unit must be approved by the SNRHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the SNRHA within 10 calendar days.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

### **C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS**

See Chapter 4.

### **D. ACCESSIBLE UNITS**

The SNRHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family



members who require the modifications or facilities provided in the units.

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

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

### **E. FAMILY MOVES**

When a change in the circumstances of a tenant family requires another unit size, SNRHA will determine at the annual recertification whether a move is approvable according to the occupancy guidelines. The family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the transfer list.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the department manager who will make the determination after review of the situation, the individual circumstances, and the verification provided.

Transfers will be considered first, before referral of applicants from the Waiting List. However, due consideration shall be given to the number of vacant units prior to any transfer. If for any reason, the number of vacancies is significant to the extent that transfers would place SNRHA in a position of operational instability, restrictions such as a forty to one ( 40:1) ratio of new move-ins from the Wait List to the number of transfers from within will be imposed in order to maintain the financial stability of the program and operations. The ( 40:1) ratio shall be maintained at either a site level or at a programmatic level, depending on the distribution of the vacancies and whether such vacancies are confined to a greater degree programmatically or within a specific site. The nature of transfers will also be considered even under these restrictions, as it is recognized that certain life-endangering conditions as may be cause for transfer cannot be restricted by operational objectives. For overcrowded units these factors will be considered:

1. Extent of over-crowding (with household needing more than one bedroom considered before households needing only one bedroom in order to achieve proper occupancy);
2. For under occupancy cases, the following factors would be considered. 1. Extent of under occupancy (with household having more than one extra bedroom required to transfer before those with one extra bedroom 2. Date of under occupancy.



## Chapter 6

### DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.628, 5.611, 5.613, 5.615]

#### **INTRODUCTION**

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The SNRHA's policies in this chapter address those areas which allow the SNRHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. MINIMUM RENT (TTP)**

The minimum rent (TTP) for the SNRHA is \$50.00. The total tenant payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The minimum rent as established by the SNRHA

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

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

#### **SNRHA Procedures for Notification to Families of Hardship Exceptions**

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

The SNRHA will notify all eligible families at time of lease-up of their right to request a minimum rent hardship exception.





The SNRHA will notify all eligible families at the annual and interim recertification appointments of their right to request a minimum rent hardship exception.

The manager or their designee will document in the family's file that the family has been notified of their right to request a minimum rent hardship exception.

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

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

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

Requests for minimum rent exception will be accepted by the SNRHA from the family in writing.

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

### **Exceptions to Minimum Rent**

The SNRHA will immediately grant the minimum rent exception to all families who request it.

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

Covered by statute

Temporary or long term

If the SNRHA determines that the minimum rent is not covered by statute, the SNRHA will impose a minimum rent including payment for minimum rent from the time of suspension.

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

### **HUD Criteria for Hardship Exception**

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

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

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

Loss of employment



Death in the family

Other circumstances as determined by the SNRHA or HUD

### **Temporary Hardship**

If the SNRHA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

### **Repayment Agreements for Temporary Hardship**

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

See Chapter 14, Rent and Debt Collection Procedures, for payment terms.

## **B. INCOME AND ALLOWANCES**

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

**Annual Income** is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs must be excluded as annual income for the purpose of calculating any rent or assistance.

**Adjusted Income** is defined as the annual income minus any HUD allowable expenses and deductions.

### **Allowable Deductions**

HUD has 5 allowable deductions from annual income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly/disabled" allowance: \$400 per household for families whose head or



spouse are 62 or over or disabled.

3. For any family that is a disabled family, or has a member (other than the head or spouse) who is a person with a disability. A disability assistance expenses for unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities, including the disabled member, where such expenses are necessary to permit an adult family member to be employed. The allowable expenses must be in excess of 3% of annual income. This allowance may not exceed the employment income received by the family members that is freed to go to work, who is at least 18 years of age.
4. For any elderly or disabled family:
  - a. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - b. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - c. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
5. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d)).
6. The SNRHA does not provide for any optional deductions or allowances in the public housing program. This includes benefits and/or wages being reduced for court ordered child support payments.

### **Adjustments for Prior Overpayment of Benefits**

If an agency is reducing a family's benefits to adjust for a prior overpayment (i.e., social security, SSI, TANF, or unemployment benefits), count the amount that is actually provided after the adjustment.

Example – Lee Park's social security payment of \$250 per month is being reduced by \$25 per month for a period of six months to make up for a prior overpayment. Count his social security income as \$225 per month for the next six months and as \$250 per month for the remaining six months.

For SS and/or SSI, if the resident isn't notified timely of the reduction of benefits due to



the overpayment, then at the approval and discretion of the Director or designee, the rent can be reduced with an interim action effective the month the benefits changed instead of the following month.

### **Income Exclusion of Kinship, Kin-GAP and Other Guardianship Care Payments**

Payments for the care of foster children (including foster adults) are exempt from income. Thus, during annual and/or interim reexamination of family income for public housing, kinship, KIN-GAP and similar state guardianship care payments are to be excluded from a household's income.

### **C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS** 24 CFR 962.255, 24 CFR 5.617, 24 CFR 960.255

The annual income for qualified families may not be increased as a result of increases in earned income of a family member. The family member will be eligible to receive EID for 24 consecutive calendar months to be effective the date of the earned income increase. For calculation purposes, the disallowance shall begin the first of the month after the employment begins. After the family receives 12 consecutive months of the full exclusion, annual income will include a phase-in of half the allowable earned income exclusion from annual income for the remaining 12 consecutive calendar months.

A family eligible for the earned income exclusion is a family that occupies a dwelling unit in a public housing community; and

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

Whose earned annual income increases during the participation of a family member in any family self-sufficiency or other job training program; or

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

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

The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare,



financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

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

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

### **Initial Twelve-Month Exclusion**

During the initial 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, the SNRHA will exclude from annual income of a qualified family member any increase in income of the family member as a result of employment over the prior income of that family member (baseline).

### **Second Twelve-Month Exclusion and Phase-in**

During the second and final 12-month period after the expiration of the initial 12-month period referred to above, the SNRHA must exclude from Annual Income of a qualified family member, 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over the income of that family member prior to the beginning of such employment.

### **Maximum Two Year Disallowance**

The earned income disallowance is limited to a lifetime 24 month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase- in exclusion during the 24 month period starting from the date of the initial exclusion.

If the family member discontinues the employment that initially qualified the family for the EID, the 24 calendar month period continues.

The EID benefit is limited to a lifetime of 24 months for the qualifying family member. At the end of the 24 months, the EID ends regardless of how many months were "used".

Families that currently benefit from the EID, or who became eligible prior to the effective date of changes to the ACOP are eligible to receive the EID benefits for the 24 months over a 48-month period, as was in effect prior to the effective date of this provision.

### **Applicability to Child Care Expense Deductions**

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



### **Applicability to Disability Expense Deductions**

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

### **Applicability to Families that Receive both Child Care Expense and Disability Deductions**

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

### **Tracking the Earned Income Exclusion**

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

\*Such documentation will include:

- Date the increase in earned income was reported by the family
- Name of the family member whose earned income increased
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- Amount of the increase in earned income (amount to be excluded)
- Date the increase in income is first excluded from annual income
- Date the family member has received a total of 12 consecutive months of the initial exclusion of 100%
- Date the 12-month phase-in period began
- Date the family member has received a total of 12 consecutive months of the phase-in exclusion of 50%
- Ending date of the maximum 24 month (two year) disallowance period

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

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

### **Inapplicability to Admission**

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



#### **D. INDIVIDUAL SAVINGS ACCOUNTS**

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

#### **E. TRAINING PROGRAMS FUNDED BY HUD**

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

Upon employment with the SNRHA, the full amount of employment income received by the person is counted.

#### **F. AVERAGING INCOME**

When annual income cannot be anticipated for a full 12 months, the SNRHA will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

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

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

#### **G. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income or extremely low income are required to complete a written certification every 180 calendar days which will be verified with EIV and all federal, state and local agencies and other sources, as appropriate, including credit checks, to verify income sources. If any increases in income are indicated in any of the above information or other verification at any time, then the family will be reviewed for an interim and the rent will be adjusted accordingly.

Families that report zero or extremely low income will be required to provide information in writing regarding their means of basic subsistence, such as food, utilities, transportation, and other subsistence expenses, in writing. SNRHA will require a print out of utility bills for three months to be submitted at interim evaluations for residents claiming zero or extremely low income.

If the family's expenses exceed their known income, the SNRHA will make inquiry of the head of household as to the nature of the family's accessible resources.

Utility bills provided by the family which show that the utilities are in another person's name



will require further investigation as to whether there is an unauthorized member of the household.

Where credit reports show credit accounts open and payments current, SNRHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

The SNRHA will terminate the lease of families for fraud or offer a repayment agreement when documented evidence indicates the family has unreported or underreported income, which includes receiving funds from other parties or individuals that has not been reported. Failure to enter into a repayment agreement and pay the required 25% down payment within the established guidelines shall result in the termination of the lease. Repeating this action will result in termination of the lease.

#### **H. INCOME OF PERSON PERMANENTLY/TEMPORARILY CONFINED TO NURSING HOME**

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the SNRHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member after 180 days or when doctor certification of length of absence is received, whichever comes first.

If the family member is temporarily confined in a hospital or nursing home, SNRHA will calculate the TTP by:

Including the income of the person temporarily confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home, if they are an elderly or disabled family. For the purpose of this section, "temporarily" is defined as no more than 180 days.

#### **I. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]**

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant share of the rent.

Any contribution or gift received two consecutive months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, Verification Procedures, for further definition.) Regular deposits from Zelle, Cashapp, Venmo or any other virtual financial sources, or from court-ordered sources such as child support, alimony, etc will be included as income.

If the family's expenses exceed its known income, the SNRHA will question the family about contributions and gifts.





## **J. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of the family's share of the rental payment.

### **SNRHA Policy**

SNRHA will count court-awarded amounts for alimony and child support unless SNRHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

SNRHA will accept verification that the family is receiving an amount less than the award if:

- SNRHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

When child support or alimony fluctuates, SNRHA will follow the policy below.

### **SNRHA Policy**

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so as to reduce the number of interim adjustments.

1. SNRHA shall add the total of all payments listed for the past twelve months. The total shall then be considered anticipated income.
2. When verification documents from the DA office indicated no payment for more than 60 days from the date of the printout (upon receipt of verification), no income will be anticipated from child support/alimony. Participants are required to report all changes within 10 calendar days in writing including when child support/alimony is not received and/or starts.

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

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



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

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, the SNRHA will calculate retroactively.

### **Retroactive Calculation Methodology**

The SNRHA will go back to the date the lump-sum payment was received, but never further back than the date of admission.

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

At the SNRHA's option, the SNRHA may enter into a Payment Agreement with the family.

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

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

### **L. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS**

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

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

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

### **M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

The SNRHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. In calculating total assets, the SNRHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.



The SNRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5000. If the total value of assets disposed of within the two-year period is less than \$5000, they will not be considered an asset.

## **N. CHILD CARE EXPENSES**

Not reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

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

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source, or

Can provide proof that the adult member is searching for a job (maximum time allowed for search is 10 hours per week.)

An allowable deduction for child care expenses is based on the following guidelines:

**Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

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

**Amount of Expense:** The SNRHA will survey the local care providers in the community and collect data as a guideline. If the hourly rate materially exceeds the guideline, the SNRHA may calculate the allowance using the guideline.

### **Child Care Verification:**

SNRHA will send out via mail to the child care provider a 3rd party verification, which will need to be completed, showing the name, age of children, hours and days watched along with amount charged. Verification is to include provider's license number or tax identification number if they are a licensed agency. Private providers will need to provide a social security number and have the form notarized.



No other form of verification will be accepted but that of the Housing Authority. Secondary verification after attempting orals will be receipts.

**O. MEDICAL EXPENSES** [24 CFR 5.603]

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

Persons with a Medicare prescription drug plan may be required to pay a premium and this premium will be counted as a medical expense.

Prescriptions not covered by the Medicare prescription drug plan will be counted toward the sum of allowable medical expense.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

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

**Applicability**

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

A "mixed" family is not eligible to select flat rent at the time of move-in or Annual Recertification.

**Prorated Assistance Calculation**

Prorated assistance will be calculated by subtracting the total tenant payment from the applicable flat rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the family maximum subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the member maximum subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of eligible subsidy from the applicable flat rent for the unit the family occupies to get the family's revised total tenant payment.



**O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The SNRHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- fraud; or
- failure to participate in an economic self-sufficiency program; or
- noncompliance with a work activities requirement

However, the SNRHA will reduce the rent if the welfare assistance reduction is a result of:  
The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

**Verification Before Denying a Request to Reduce Rent**

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

**Cooperation Agreements**

The SNRHA will attempt to develop a written cooperation agreement in place with the local welfare agency which assists the SNRHA in obtaining the necessary information regarding welfare sanctions.

The SNRHA has taken a proactive approach to culminating an effective working relationship between the SNRHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The SNRHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

**R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

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



a family's actual consumption.

A survey of utility rate changes applicable to the agency's jurisdiction will be made annually and the *Schedule of Tenant-Paid Utility Allowances* and related services will be periodically adjusted by the agency in accordance with the results of the survey. Utility allowances may be adjusted upward or downward, or remain the same, dependent upon the most recent data regarding overall consumption and rates for the larger community (not just the public housing community).

When the utility allowance exceeds the family's total tenant payment, the SNRHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

### **Resident-Paid Utilities**

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

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

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

### **S. EXCESS UTILITY PAYMENTS**

Residents in units where the SNRHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

The SNRHA expects the resident to take every effort to ensure that utility consumption will be reasonable and in compliance with acceptable standards of usage applicable to unit and family size. If use of utilities is determined to be excessive, SNRHA will require payment for the amount of usage that is deemed to be excessive. Excessive utility usage will be determined if the individually metered utility monthly bill exceeds the approved utility allowance for the unit size by 30%. Payment for excessive utility usage will become due and payable on the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. In the case of water bills, usage will be based on the average unit size consumption.

### **T. FAMILY CHOICE IN RENTS**

#### **Authority for Family to Select**

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



housing unit owned, assisted or operated by the SNRHA.

Annual choice: The SNRHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent. Except for financial hardship cases, the family may not be offered the rent choice more than once per year.

SNRHA will provide each family the following written information:

- Policy on switching types of rent in circumstances of hardship.
- The dollar amounts of tenant rent for the family under each option.
- If the family chose a flat rent for the previous year, the SNRHA will provide the amount of income-based rent for the subsequent year.
- Only the year the SNRHA conducts an income reexamination or if the family specifically requests it and submits updated income information. For a family that chooses the flat rent option, the SNRHA must conduct a reexamination of family income at least once every three years.
- The flat rent is based on the fair market rent. The SNRHA records must show how the SNRHA determines flat rents in accordance with its method and document flat rents offered to families.
- The SNRHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent.
- For families paying income-based rent, SNRHA may choose to pay utility reimbursements either to the family, or directly to the utility supplier. If the PHA elects to pay the utility supplier, the SNRHA must first notify the family of the amount of utility reimbursement paid to the supplier.
- A “mixed” family is not eligible to select flat rent at the time of move-in or Annual Recertification.

### **Allowable Rent Structures**

#### **Flat Rents**

SNRHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on an amount no less than 80% of the applicable FMR established under 8 ( c ) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07.

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

#### **Income-Based Rents**

The monthly total tenant payment amount for a family shall be an amount, as verified by the SNRHA that does not exceed the greatest of the following amounts:



- 30 percent of the family's monthly adjusted income;
- 10 percent of the family's monthly income; or
- The SNRHA's minimum TTP of \$50.00.

### **Switching Rent Determination Methods Because of Hardship Circumstances**

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

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the SNRHA.

All Hardship situations will be verified.

The rental policy developed by SNRHA encourages and rewards employment and self-sufficiency.

### **Annual Reexamination**

Within 120 days in advance of the annual reexamination, the family will be sent a form from SNRHA, on which the family will indicate whether they choose flat rent or income-based rent. The SNRHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to SNRHA policy.

## **U. SNRHA'S FLAT RENT METHODOLOGY**

SNRHA has set a flat rent for each bedroom size within the SNRHA's public housing inventory, based on an amount no less than 80% of the applicable FMR established under 8 ( c ) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07 minus the utility allowance.

### **Otto Merida and Vera Johnson "A" Maximum Rent Methodology**

Otto Merida and Vera Johnson "A" developments have both Low Income Housing Tax Credits ("LIHTC") and public housing residents.

Instead of flat rents, these properties utilize maximum rents. The maximum rents are





determined by HUD's income/rent limits that are published annually. The annual changes in utility allowance also affect the rents. The max rent units are not set based upon the tenant's actual income but upon the area median income (AMI). The percentage of the AMI utilized depends on the type of unit the resident rents. For Otto Merida, the set asides are 30%, 45% and 60% AMI units. Vera Johnson "A" has 30%, 35%, 45% and 50% AMI units. The set aside identifies each residential unit that must be rent restricted as well as the maximum annual income for residents in these units.

The utility allowances are furnished from SNRHA annually to these properties. The utility allowance costs are the cost associated with normal household usage. Please note, cable and telephone services are excluded from the utility allowance calculation.



## Chapter 7

# VERIFICATION

[24 CFR Parts 5.617. 24 CFR 960.206]

### INTRODUCTION

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

SNRHA will follow the verification guidance provided by HUD in PIH Notice 2013-04 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary SNRHA policies.

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

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

### PART I: GENERAL VERIFICATION REQUIREMENTS

#### I.A. FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that SNRHA or HUD determines is necessary to the administration of the program and must consent to SNRHA verification of that information

##### Consent Forms

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

The family will be required to complete SNRHA release of information, in addition to the Debts Owed (HUD 52675) and HUD 92006

##### Penalties for Failing to Consent

If any family member who is required to sign a consent form fails to do so, SNRHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with SNRHA



procedures.

## **I.B. OVERVIEW OF VERIFICATION**

### **REQUIREMENTS HUD's Verification Hierarchy**

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

#### SNRHA Policy

**Upfront Income Verification (UIV):** The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method. This is currently not available for applicants.

**NOTICE: PIH-2013-04 (HA)** Guidance on Verification of Excluded Income.

#### **Purpose:**

This notice provides clarification and guidance on the verification requirements of income excluded from the

SNRHA Public Housing Program in an effort to reduce administrative burden, will utilize the provision in the HUD Notice PIH-2013-04 as follows:

HUD has provided two categories of excluded income: fully excluded and partially excluded. Each category has different verification requirement.

#### **Fully Excluded Income:**

Income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. For fully excluded income, SNRHA is **not required** to:

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of the form HUD-50058.

SNRHA may accept an applicant or participant's self-certification as verification of fully excluded income. SNRHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income.

SNRHA has the option of elevating the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:

- Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
- Income from a live-in aide.



For a complete list of income exclusions, see 24 CFR 5.609(c).

### **Income Exclusion under Temporary Census Employment**

Pursuant to Section 24 CFR 5.609 (c) (9), temporary non-recurring and sporadic income is not included when determining a family's annual income. Under this exclusion, SNRHA will exclude temporary income payments from the U.S. Census Bureau, defined as employment lasting no longer than one hundred eighty days per year and not culminating in permanent employment.

### **5. Partially Excluded Income:**

Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income.

For partially excluded income, SNRHA is required to:

- Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to
- the determination of annual income; and
- Report the income in Section 7 of the form HUD-50058.
- Examples of partially excluded income that are subject to regular verification requirements include:
- The Department of Veterans Affairs "Aid and Attendance" benefits – in accordance with 24 CFR 5.609(c)(4), these benefits may be excluded from income if they are used "specifically for, or in reimbursement of, the cost of medical expenses for any family member." Live-in or periodic medical assistance and services of doctors and health care professionals are among the services that may be counted as medical expenses. SNRHA must verify the amount provided for aid and attendance medical expenses and the amount actually being used by the veteran for such expenses.

Any portion of the benefit not used for such expenses would continue to be counted as income by SNRHA when determining the family's annual income.

- Earnings in excess of \$480 for full-time students 18 years old or older (24 CFR 5.609(c)(11) – in order to determine the amount of earnings to include in the calculation of the family's annual income, SNRHA must verify the amount of employment income for these family members.

**The Verification Hierarchy.** SNRHA shall begin with the highest level of verification Techniques. PHAs are required to access the EIV system and obtain an Income Report for each household. SNRHA shall maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, SNRHA shall attempt the next lower level verification technique, as noted in the below:



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

**Verification Technique Definitions**

**Third Party Verification Techniques**

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



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

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

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

SNRHA shall require two current and consecutive pay stubs for determining annual income from wages. For new income sources, two pay stubs shall be required that are consecutive or a new hire letter with date of hire, wages and hours. The PHA should project income based on the information from a traditional written third party verification form or the best available information.

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

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

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

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



provides false information.

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

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

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

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

### **Exceptions to Third Party Verification Requirements**

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

The exception to third party verification can be found at 24 CFR §960.259(c)(1) and §982.516(a)(2), which states, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**"

**Third party verification requirements.** In accordance with 24 CFR §960.259(c)(1) and 24 CFR §982.516(a)(2) for the Public Housing and the HCV programs, respectively, the PHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available: (i) reported family annual income; (ii) the value of assets; (iii) expenses related to deductions from annual income; and (iv) other factors that affect the determination of adjusted income.



**How to comply with and reduce administrative burden of third party verification requirements of family annual income .** PHAs can comply with and reduce administrative burden of third party verification requirements for employment, wage, and unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a) Reviewing the EIV Income Report to confirm/validate tenant-reported income; and;
- b) Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
- c) Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
- d) Using current tenant-provided documentation and/or third party verification to calculate annual income.

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

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

### **When the PHA is required to request written third party verification**

The PHA must request written third party verification under the following circumstances:

- a. When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute
- b. When the PHA requires additional information that is not available in EIV and /or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
  - i. Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
  - ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
  - iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

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

### **File Documentation**

Type of file documentation required to demonstrate SNRHA compliance with mandated use of





EIV as a third party source to verify tenant employment and income information (24 CFR 5.233(a)(2)(i)).

For each new admission (form HUD-50058 action type 1), the SNRHA is required to do the following:

- a. Review the EIV Income Report to confirm/validate family-reported income within 120 days of PIC submission date; and
- b. Print and maintain a copy of the EIV Income Report in the tenant file; and
- c. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each historical adjustment (form HUD-50058 action type 14), the SNRHA is required to do the following:

- a. Review the EIV Report to confirm/validate family-reported income within 120 days of the PIC submission date; and
- b. Print and maintain a copy of the EIV Income Report in the tenant file; and
- c. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the SNRHA is required to have the following documentation in the tenant file: ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHA's have the discretion to print the EIV Income report, however, only the ICN page is required.)

## **Requirements for Acceptable Documents**

### SNRHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to SNRHA. The documents must not be damaged, altered or in any way illegible. All tenant supplied documents should be dated no more than 60 days before the effective date of the family's reexamination or SNRHA's request date, if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, SNRHA would accept the most recent report.

Print-outs from web pages are considered original documents.

Pay stubs which must be current and consecutive when used with EIV and must not be older than 60 days from the request date or 60 days prior to the annual recertification effective date. Four consecutive pay stubs will be required when using EIV for annuals and two for new hire verifications..

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



obtain a minimum of two pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

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

SNRHA staff member who views the original document must make a photocopy. Any family self-certifications must be made in a format acceptable to SNRHA and must be signed in the presence of a SNRHA representative or SNRHA notary public.

### **File Documentation**

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

#### SNRHA Policy

SNRHA will document, in the family file the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When SNRHA is unable to obtain 3rd party verification, SNRHA will document in the family file the reason that third-party verification was not available (including oral verification attempt) and will place a photocopy of any original document(s) in the family file. [24 CFR 960.259(c)(1); VG, p.15]

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### **Special Verification Processes:**

HUD NOTICE PIH 2013-03 (HA):

**Purpose:** "This Notice establishes temporary guidelines for public housing agencies (SNRHA) in fulfilling certain Public Housing (PH) and Housing Choice Voucher (HCV) program requirements during this period of decreased resources available to SNRHA. These guidelines are intended to facilitate the ability of SNRHA to continue, without interruption and with minimal burden, the delivery of rental assistance to eligible families in their communities. The temporary provisions established by this Notice will be available to SNRHA until March 31, 2014. The economic downturn that commenced in 2008 and which continues has only increased the need for housing assistance. Increased demand for housing assistance without corresponding increased resources strains the operations of SNRHA, and jeopardizes their ability to assist



families at a time when families most need housing assistance. Increasing administrative flexibility should allow SNRHA to deliver rental assistance more efficiently and expeditiously. Reduction of administrative burden is anticipated to allow SNRHA to better manage their programs within current allocated budget authority. The temporary guidelines are also designed to increase efficiencies, minimizing the use of resources for program administration. HUD intends to pursue more permanent changes to increase flexibility and reduce administrative burden and will be informed by SNRHA' use of the temporary compliance provisions of this Notice." PIH Notice 2013-3

In accordance with HUD Notice PIH 2013-3, SNRHA Public Housing Occupancy department shall process tenant income verification as follows:

SNRHA, Public Housing Operations may choose to use either actual past income or projected future income. Currently, annual income includes income that is anticipated to be received from a source outside the family during the 12-month period following the effective date of admission or annual reexamination. The Notice provides SNRHA with the option of determining annual income based on past actual income received or earned within the last 12 months.

For the purpose of verifying income reported in HUD's Enterprise Income Verification (EIV) system, SNRHA may choose to use actual past income by utilizing the most recent 12 months of income information available in EIV. Because this EIV report will give actual earnings data verified by a third party, the program participant will no longer required to provide third party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice).

If there has been a change in circumstances for a tenant, or a tenant disputes the EIV reported income information and is unable to provide acceptable documentation to resolve the dispute, SNRHA must request written third-party verification. For example, if a program participant lost his/her job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, SNRHA must use, at the participant's request, the more recent income information verified by participant provided third-party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice) or through written third-party verification, which reflects the new or current work circumstance.

SNRHA must continue to verify income from sources not available in EIV. However, SNRHA must use the same time period for both wage and non-wage income. For example, if SNRHA uses EIV information from July 2011 to June 2012 for the purpose of verifying income from wages, SNRHA must use the same time period for any nonwage income. This method may only be used if SNRHA is able to align other nonwage income source dates with EIV.

**Allow households to self-certify as to having assets of less than \$5,000.**

Tenants with assets below \$5,000 typically generate minimal income from these assets which results in small changes to tenant rental payments. However, SNRHA spend significant time verifying such assets which strains SNRHA budgets, and leads to increased staff errors. The notice has made provisions intended to simplify the requirements associated with determining a participant's annual income (24 CFR 5.609(b)(3), 982.516(a)(2)(ii), 960.259(c)).

Families with assets are required to report all assets annually. The amount of interest earned on



those assets is included as income used to calculate the tenant's rent obligation. Currently, where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate. This Notice allows a SNRHA to accept a family's declaration of the amount of assets of less than \$5,000, and the amount of income expected to be received from those assets.

SNRHA's application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than \$5000, SNRHA does not need to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5000, SNRHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

### **I.C. UP-FRONT INCOME VERIFICATION (UIV)**

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [VG, p. 7]. UIV includes the HUD EIV system and other upfront verification tools such as the Work Number.

HUD allows SNRHA to use the EIV information in conjunction with family-provided documents to anticipate income.

#### SNRHA Policy

SNRHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's Enterprise Income Verification System (EIV)

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

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

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

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

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

#### ***Tenant Income Data (TID) Reports (EIV)***



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

#### SNRHA Policy

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

EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in Chapter 5.I.D. and in this chapter.

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

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

#### ***Income Discrepancy Resolution***

SNRHA shall reconcile income discrepancies.

#### SNRHA Policy

SNRHA shall proceed as follows:

SNRHA shall identify underreported income and/or unreported income sources; No adverse action may be taken based **solely** on EIV data. In order to protect any individual whose records are being used in a matching program, no recipient agency, non-Federal agency, or source agency may suspend, terminate, reduce or make a final denial of any financial assistance or payment under a Federal Benefit program to such individual, as a result of information produced by such matching program, until the agency has independently verified the information;

Review current and historical 50058s;

Verify effective dates of new and terminated income sources;

Discuss the income discrepancy with the tenant;

View past and current interim and annual recertification documents in the tenant's file;

Obtain additional documents from the tenant and/or third party (if necessary);



Obtain Social Security Earnings Statement (SSA Form 7004) for historical wage earnings (Form available on HUD's website) for retroactive rent calculations.

### ***EIV Identity Verification***

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

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

### **SNRHA Policy**

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

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

## **I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

### **Reasonable Effort and Timing**

Unless third-party verification is not required as described herein, HUD requires SNRHA to make an attempt to obtain third-party verification before using another form of verification [VG, p. 15].

### **SNRHA Policy**

SNRHA will diligently seek third-party verification using the chart above as guideline for order of verifications. If written 3<sup>rd</sup> party is required and is not received or available by the client, after 10 calendar days, staff will then attempt an oral verification if the written third party is not received. File narratives shall be documented whenever UIV or third party written is not used. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

SNRHA may mail, fax, or e-mail third-party written verification requests and will accept third-party responses using any of these methods. SNRHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 calendar days to respond in writing. If a response has not been received by the 11<sup>th</sup> business day, SNRHA will request third-party oral verification.

SNRHA will make a minimum of two attempts, (one written and one oral, if needed) to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, SNRHA staff will record in the family's file the name and title of the person contacted, the date of the conversation (or attempt), the telephone number used, and the facts provided.



When any source responds verbally to the initial written request for verification SNRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or fax. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source as well as items as noted above in the Chart( Including those provided directly from a clients) are considered third party written verifications.

#### SNRHA Policy

SNRHA will accept verifications in the form of computerized printouts, showing payments, faxed, mailed or received via upfront verification systems directly from the following agencies:

- Social Security Administration - EIV
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Other State and Federal Offices, including HUD

SNRHA will use computer printouts as well as other acceptable forms of third party verification that do not appear as altered and are on a business or other entity's letterhead, received directly from the family for calculation family's income. Staff must attempt third party verification when EIV nor family provided acceptable documentation is not available. If no response, then staff must attempt oral verifications and must document on the file narrative why third party was not used and complete an oral verification form. If the family disputes the information provided by the third party, the staff is to seek further clarification by phone with the third party. The information provided by the 3rd party is to prevail.

### **Third-Party Oral Verification**

#### SNRHA Policy

Oral third-party verification will be used when written third-party verification is delayed; not returned within 10 calendar days or not possible. When third-party oral verification is used, staff will be required to complete an Oral Verification/Review of Documents form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, SNRHA will document the file narrative and utilize documents provided by the participant. If the oral is provided by telephone, SNRHA must originate the



call.

## **Review of Documents**

### SNRHA Policy

In the event that third-party written is not returned within 10 calendar days or oral verification is unavailable, or the information has not been verified by the third party within 10 calendar days, SNRHA will notate the file narrative accordingly; ensure copies of documents requiring the third party verification are in file. Oral third party verification should be attempted prior to utilizing documents provided by the family as the primary source if the documents provide complete information and the file narrative must be documented.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete an Oral Verification/Review of Documents form.

SNRHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Employer's letters and wage printouts
- Bank Statements
- Award Letters
- Pension Letters
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

Although these documents will be accepted, SNRHA will also mail third party verifications to the source; attempt upfront verification and use these documents only after there has been no response to the third party verification method.

SNRHA will accept faxed documents.

SNRHA will accept mail from the third party source.

SNRHA will accept hand carried documents from clients as long as they do not appear as altered and provide required documentation regarding wages.

SNRHA will not accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, SNRHA will attempt to contact the verification provider by telephone to resolve the discrepancy. If the attempt to resolve the discrepancy by telephone is unsuccessful, SNRHA will use the third party verification.

SNRHA will not delay the processing of an application beyond 30 calendar days, except due to screening for criminal history, because a third party information provider does not return the verification in a timely manner. The next steps in the verification process shall be





attempted after 10 calendar days, unless the family has been given an extension.

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification, including oral verification or review of documents, families will be required to submit a self-certification.

#### SNRHA Policy

Self-certification means an affidavit or notarized statement under penalty of perjury, and the signature on the affidavit must be witnessed by SNRHA staff. When SNRHA relies on tenant certification/self-declaration, SNRHA staff must document in the tenant file why third party verification was not available.

### **When Third-Party Information is Late**

When third-party verification has been requested and the timeframes for submission have been exceeded, SNRHA will use the information from documents on a provisional basis.

#### SNRHA Policy

If SNRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, SNRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of SNRHA's interim reexamination policy, if needed.

### **When Third-Party Verification is not Required**

#### ***Primary Documents***

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

#### ***Certain Assets and Expenses***

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

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

#### SNRHA Policy

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually **and** the family has original documents that support the declared amount.

#### ***Certain Income, Asset and Expense Sources***

SNRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, SNRHA will rely upon review of documents when SNRHA determines that a third



party's privacy rules prohibit the source from disclosing information.

#### SNRHA Policy

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

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

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

### ***RELEASE OF INFORMATION***

Adult family members (age 18 and older) will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice. Additional release forms as developed by SNRHA are considered required forms that all applicants and participants must sign.

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

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by SNRHA or HUD.

### ***COMPUTER MATCHING***

Where allowed by HUD and/or other State or local agencies, computer matching will be done for upfront verifications.

#### SNRHA Policy

SNRHA will utilize the HUD established computer-based Tenant Eligibility Verification System (EIV) for obtaining Social Security benefits, Supplemental Security Income benefit history and tenant income discrepancy reports from the Social Security Administration. Additionally, to the extent possible, SNRHA will use the UIV systems to obtain upfront verification of wages and Child Support data systems for verification of child support when available.

When computer matching results in a discrepancy with information in SNRHA records, SNRHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, SNRHA will follow the procedures in the Program Integrity Addendum of the Admissions and Continued Occupancy Policy.



### ***ITEMS TO BE VERIFIED***

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years. Child care expense where it allows an adult family member to be employed, search for employment, or to further his/her education.

Total un-reimbursed medical expenses of all family members in households whose head or spouse is elderly or disabled.

Un-reimbursed disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family that allows an *adult* family member to be employed.

Disability for determination of preferences, allowances, or deductions.

Eligible immigrant status

Social Security Numbers for all family members who have been issued a social security number.

"Preference" status

Familial/Marital status when needed for head or spouse definition to determine deductions.

Need for reasonable accommodations

Verification of sanctions by the Nevada Office of Human Services that TANF benefits have been reduced for either welfare fraud or failure to comply with economic self-sufficiency requirements.

#### SNRHA Policy

SNRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency requirements *before* denying the family's request for rent reduction. The verification will include the amount of the sanction and the duration.

### ***VERIFICATION GUIDANCE [24 CFR 982.516]***

This section defines the methods SNRHA will use to verify various types of income.

#### **Employment Income**

##### SNRHA Policy

Verification forms request the employer to specify:

The Dates of employment

Amount and frequency of pay



Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

*Acceptable methods of verification include, in this order:*

1. EIV with a minimum of 2 consecutive paystubs.
2. Third party written verification  
Employment verification form completed by the employer
3. Oral third party
4. Review of documents  
Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. At least four (4) consecutive pay stubs are required when third party verification cannot be obtained.
5. W-2 forms and IRS Form 4506-T release
6. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

#### SNRHA Policy

*Acceptable methods of verification include, in this order:*

1. EIV
2. Benefit verification form completed by agency providing the benefits.
3. Award or benefit notification letters prepared and signed by the providing agency that is no more than 60 days old.

### **Unemployment Compensation**

#### SNRHA Policy

*Acceptable methods of verification include, in this order:*

1. EIV
2. Verification form completed by the unemployment compensation agency.
3. Computer report electronically obtained or in hard copy, from



unemployment office stating payment dates and amounts.

4. Payment stubs

### **Welfare Payments or General Assistance**

#### SNRHA Policy

*Acceptable methods of verification include, in this order:*

1. Written statement from payment provider indicating the amount of grant/payment, start date of payments, family members, and anticipated changes in payment in the next 12 months.
2. Computer-generated Notice of Action.

### **Alimony or Child Support Payments**

#### SNRHA Policy

*Acceptable methods of verification include, in this order:*

1. Print out received via 3rd party verification from the DA's office.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. A third party verification form completed by the person paying the support.
4. A letter from the person paying the support.
5. Copy of latest check and/or payment stubs from Court Trustee. SNRHA must record the date, amount, and number of the check if not photocopied.
6. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A self-certification from the family indicating the amount(s) received.

A welfare notice of action showing amounts received by the DA –Child Support Division.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

#### SNRHA Policy

In order to verify the net income from a business, SNRHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.



*Acceptable methods of verification include:*

1. IRS Form 1040, including: Schedule C  
(Small Business) Schedule E  
(Rental Property Income)  
Schedule F(Farm Income)

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

2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
5. Family's self-certification as to net income realized from the business during previous years.

### **Child Care Business**

#### SNRHA Policy

The childcare provider must be 18 years of age or older.

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), SNRHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it via Form IRS 4506-T.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

### **Recurring Gifts**

#### SNRHA Policy

The family must furnish a self-certification, which contains the following information:

The person who provides the gifts

The value of the gifts



The regularity (dates) of the gifts  
The purpose of the gifts

SNRHA shall send out verifications to the donors.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by students is not counted towards family income.

#### SNRHA Policy

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution. (State of Nevada: 12 credits)

### ***VERIFICATION OF ASSETS***

#### **Family Assets**

SNRHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

#### SNRHA Policy

*Acceptable verification may include any of the following:*

Verification forms, letters, or documents from a financial institution or broker. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate taxes statements if the approximate current market value can be reduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding**



## **Effective Date of Certification or Recertification**

### SNRHA Policy

For all certifications and re-certifications, SNRHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible. Family certification will be accepted if no other verification is possible.

## ***VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.516]***

### **Medical Expenses**

#### SNRHA Policy

Eligible families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below (Credit Card Statements will not be accepted as proof of payment of expenses):

Written verification by an eye doctor, optician, otolaryngologist, hearing aide provider, or other medical practitioner or provider of medical equipment of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written verification from a medical lab, provider of oxygen, blood products, or other specialized medical supplies of (a) the anticipated medical costs to be incurred by the family and regular payments will be reimbursed by insurance or a government agency.

Written verification from the provider of medical equipment such as hospital bed, scooter, wheelchair, commode, artificial limbs, etc. of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care paid to an individual:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the





number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding attendant care bills that will continue over all or part of the next 12 months.

Receipts or other record of attendant care expenses incurred during the past 12 months that can be used to anticipate future attendant care expenses.

SNRHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities**

In All Cases:

#### SNRHA Policy

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

### **Live-In Aide**

#### SNRHA Policy



When a participant requires a live-in aide, SNRHA shall submit their signed reasonable accommodation request form to the medical professional noted on their request for third party verification of the need. Once approved by the 504 officer, the participant shall have 30 days to submit the name of the live-in aide and schedule them to come in for screening. The unit size shall NOT be increased until such time as SNRHA staff has completed their screening of the Live-In Aide in compliance with SNRHA guidance. The participant shall be allowed to submit another name for a live-in aide if the first does not pass the screening process but must submit this name within 14 calendar days of the denial notice.

The approved unit size would be adjusted, if required to accommodate a room for the live –in aide. Each year SNRHA at annual recertification time shall re-verify the need for a live-in aide.

### ***VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b) (15)]***

#### **Verification of Legal Identity**

In order to prevent program abuse, SNRHA will require applicants/residents to furnish verification of legal identity for all adult family members.

##### SNRHA Policy

The documents listed below will be considered acceptable verification of legal identity for adults, as long as they include a picture of the individual. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Driver's license

U.S. passport

Department of Motor Vehicles Identification Card

Validated Sheriff Card

Military Identification

DMV Instructional ID

Clark County Heath Card with valid photo ID

Veteran's ID with photo

Certificate of Birth, naturalization papers

Government Issued Identification

An original Certificate of Birth is required for all minors. Other documents considered acceptable for the verification of legal identity for minors may be one or more of the following:



Adoption papers  
Custody agreement  
School records  
Hospital Birth Certifications  
Passport  
Health and Human Services ID (foster children; adopted Children) I-94

***Verification of Marital Status (for purposes of meeting Spouse definition and determining the eligibility of counting income of absence spouse)***

SNRHA Policy

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records. A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

***Familial Relationships***

SNRHA Policy

Verification of guardianship is:

Court-ordered assignment

Verification from social services agency

SNRHA Self-certification of temporary guardianship or appointment

Any income still coming into the household on behalf of the child would be counted.

Other family relationships will be verified through birth certificates or other relevant documents.

***Verification of Permanent Absence of Family Member***

If an adult member who was formerly a member of the household or was never reported and identified by staff as being a spouse and is reported permanently absent by the family, SNRHA will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Husband or wife sign SNRHA's certification of marital status form.



### ***Verification of Change in Family Composition***

SNRHA may verify changes in family composition (either reported or unreported) through one or more of the following actions: letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### ***Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]***

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants.

Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while SNRHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury, the Declaration 214 Form, noting that they are a citizen or national.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status (Declaration 214 Form) and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status (Declaration 214 Form) and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. SNRHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, SNRHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Additionally, SNRHA must terminate assistance for at least 24 months if it determines that a family has knowingly permitted an ineligible person to live in the assisted unit without informing SNRHA.

### ***Time of Verification***

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

SNRHA will not provide assistance to any family prior to the affirmative establishment and



verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs upon approval of additional person by SNRHA.

Once verification has been completed for any covered program, it shall be verified annually unless their eligibility immigration status changes to permanent resident. In the case of port-in families, if the initial PHA does not supply the documents, SNRHA must conduct the determination and/or when SNRHA notes a Resident Alien Card with an expiring date or no date of expiration.

#### Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

#### SNRHA Policy

SNRHA will recertify eligible immigration status one year prior to expiration date of the following documents:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)

#### ***Medical Need for Larger Unit***

##### SNRHA Policy

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional as a reasonable accommodation for a disabled family member. At each Annual Inspection, staff will verify that the additional room is still being used for medical equipment. When this is not the case, the unit size will be decreased in compliance with SNRHA guidelines.

#### **When Third-Party Verification is Not Required**

##### ***Primary Documents***



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

### ***Certain Assets and Expenses***

#### **SNRHA Policy**

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

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

### **SNRHA Policy**

SNRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually *and* the family has original documents that support the declared amount.

### ***Certain Income, Asset and Expense Sources***

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

#### **SNRHA Policy**

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

SNRHA will document in the family file the reason that the third-party verification was not available and will place a photocopy of the original document(s) in the family file.

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

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

## **I.E. REVIEW OF DOCUMENTS**

### **Using Review of Documents as Verification**

#### **SNRHA Policy**

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



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

**7-I.F. SELF-CERTIFICATION**

SNRHA Policy

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

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

The self-certification must be made in a format acceptable to SNRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a SNRHA representative or SNRHA notary public. The cost shall not be passed on to the client.

**PART II: VERIFYING FAMILY INFORMATION**

**II.A. VERIFICATION OF LEGAL IDENTITY**

SNRHA Policy

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

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Driver's license U.S. passport. Department of Motor Vehicles Identification Card Validated Sheriff Card Military ID DMV Instructional ID Clark County Heath Card with valid photo ID Veteran's ID with photo Certificate of Birth Naturalization papers Government Issued Identification	Certificate of birth Adoption papers Custody agreement School records Hospital Birth Certifications Passport Health and Human Services ID (foster children; adopted children) I-94



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

## **II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 , 5.218 and 5.233]**

HUD uses the SSN (along with the name and date of birth) of an individual to validate that person's identity, obtain employment and income information via computer matching programs, and ensure duplicate assistance is not being paid. These uses allow HUD, program administrators, and auditors to determine compliance with program requirements, as well as determine the eligibility and level of assistance a family is eligible to receive and reduce improper payments, and to prevent fraud waste and abuse in HUD rental assistance programs.

Under HUD regulations at 24 CFR §§ 5.216 and §5.233, SNRHA is required to use the EIV system to reduce administrative and subsidy payment errors. In accordance with this, SNRHA's

- a. Use EIV's Identity Verification report for effective making, corrective action implementation, and reporting activities;
- b. Will to minimize erroneous subsidy payments on behalf of families who have not complied with the required SSN disclosure and documentation requirements;
- c. Use EIV to validate and/or verify tenant-reported social security benefits; and
- d. Provide accurate and reliable information to HUD in the Inventory Management System Public and Indian Housing Information Center (IMS/PIC).

Every family member must provide documentation of a valid social security number (SSN) unless they are a non-citizen or non-eligible immigrant.

### SNRHA Policy

SNRHA will request to copy the family member's social security card.

If the social security card is not available, SNRHA will instruct the family to obtain a duplicate card from the local social Security Administration (SSA) office, but will complete the action by accepting the following documents as evidence if the SSN is provided on the document:

- Benefit award letters from a government agency; retirement benefit letters; life insurance policies.
- Any document issued by the Social Security Administration that clearly lists the family member's social security number and name.
- For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, SNRHA will grant an additional 60 calendar days to provide documentation.
- For placement of Foster **Children and Foster Adults**, an official letter or document from the state, county, or local child placement agency indicating the foster child's name and social security number.





Social security numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed within 30 days.

The social security numbers of non-household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

Names on verifications of Legal Identity and Social Security Number must match.

### **SSN Disclosure**

In accordance with 24 CFR §5.216, applicants and participants (including each member of the household and including, live-in aides, foster children, and foster adults) are required to disclose his/her SSA-assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States) **and** have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
  - i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is **not eligible** for housing assistance and cannot be housed.
  - ii. A family that consists of two or more household members **and at least one** household member that has eligible U.S. citizenship or eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR §5.520. SNRHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

**Note:** Financial assistance may only be provided to individuals with eligible immigration status in accordance with 42 USC §1436a, which is generally evidenced by the individual providing his/her Green Card (Form I-551 – U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylum status.

- b. Existing program participants, who as of January 31, 2010, were 62 years of age or older (born on or before January 31, 1948). This exemption continues even if the individual moves to a new public housing assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC §552a, as amended). In accordance with 24 CFR §5.212, the collection, maintenance, use, and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local laws.

An individual who previously declared to have eligible immigration or eligible citizenship status may **not** change his/her declaration to no longer contend to have eligible immigration status to



avoid compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

### **SSN Documentation**

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

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

It should be noted that most (if not all) individuals who are lawfully present in the U.S. have been assigned an SSN. Many existing laws require the disclosure of the SSN for various purposes. All applicants and participants, including each member of the household (with the exception of those individuals noted above are required to disclose his/her SSA-assigned SSN.

The SSA issues three types of social security cards depending on an individual's citizen or noncitizen status and whether or not a noncitizen is authorized by the Department of Security (DHS) to work in the United States. They include:

- a. The first type of card shows the individual's name and SSN only. This is the card most people have and reflects the fact that the holder can work in the U.S. without restriction. SSA issues this card to:
  - i. U.S. Citizens; or
  - ii. Noncitizens lawfully admitted to the United States for permanent residence and noncitizens with DHS permission to work permanently in the United States (i.e., refugees and asylees).
- b. The second type of card bears, in addition to the individual's name and SSN, the legend: **"NOT VALID FOR EMPLOYMENT."** SSA issues this card to lawful noncitizens who do not have DHS permission to work and are required by law to provide an SSN to obtain general assistance benefits that they already have qualified for.
- c. The third type of card bears, in addition to the individual's name and SSN, the legend **"VALID FOR WORK ONLY WITH DHS AUTHORIZATION."** SSA issues this card to people with DHS permission to work temporarily in the United States. SSA verifies all noncitizens' documents with DHS before an SSN card is issued to a noncitizen.

### **Rejection of Documentation**

The SNRHA may reject documentation of the SSN provided by the applicant or participant for



only the following reasons:

- a. The document is not an original document; or
- b. The original document has been altered, mutilated, or is no legible; or
- c. The document appears to be a forged document (i.e., does not appear to be authentic).

The SNRHA should explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to SNRHA within a specified time.

### **Addition of a New Household Member**

When a participant requests to add a new household member, who is at least six years of age or is under the age of six and has an SSA-assigned SSN, to the family, the participant must disclose the SSA-assigned SSN and provide the SNRHA with the documents as previously noted at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the SNRHA shall not add the new household member to the family composition until the family provides such documentation. The SNRHA is not authorized to generate an ALT ID for the affected household member.

When a participant requests to add a new household member, who is under the age of six and does not have an SSA-assigned SSN, the participant must disclose the SSA-assigned SSN and provide the SNRHA with the documents referenced previously within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the SNRHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, **only if** the SNRHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and is entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The SNRHA is required to generate an ALT ID as previously noted. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the SNRHA **must** terminate the entire family's tenancy or assistance, or both.

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

In accordance with 24 CFR §5.218, the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. **Applicants.** The SNRHA must deny the eligibility of an assistance applicant if s/he



(including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for the time determined by SNRHA. The SNRHA should prescribe in its policies, the maximum time the family may remain on the waiting list, pending disclosure of requested information. If all household members have not disclosed their SSN at the time a unit becomes available, the SNRHA must offer the available unit to the next eligible applicant family on the waiting list.

### **Individuals without an assigned SSN**

It is not uncommon for certain individuals to not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all inclusive:

- a. U.S. newborn children (eligible citizens – these individuals will be issued an SSN upon SSA confirmation of birth)
- b. Noncitizens lawfully present in the U.S, (ineligible noncitizens – these individuals will be issued an SSN confirmation of the individual’s DHS documentation or confirmation that the individual is required by law to provide and SSN to receive general assistance benefits that they already have qualified for.
- c. Noncitizens unlawfully present in the U.S. (ineligible noncitizens – typically, these individuals cannot be assigned an SSN.

SNRHA will use the Public and Indian Information Center (PIC) Tenant ID Management Tool to generate a unique identifier (commonly referred to as an alternate ID (ALT ID)) for those individuals who have not been assigned an SSN.

Once an individual discloses an SSN, the PHA must use the Tenant ID Management tool to replace the ALT ID with the disclosed SSN within 30 calendar days of receipt of the SSN.

### **Individual Taxpayer Identification Number (ITIN)**

An ITIN is a taxpayer identification number for **Federal tax purposes only** for certain non-resident noncitizens, their spouses and dependents, who cannot obtain an SSN. The ITIN begins with the number “9” and is formatted like a SSN (9XX-XX-XXXX) However, the ITIN is **not** a SSN and SNRHA will not report the ITIN on line 3n of the HUD-50058. SNRHA will use the Tenant ID Management Tool to replace any reported ITIN on line 3n of the HUD-50058 with a SSN or ALT ID.

## **II.C. FAMILY RELATIONSHIPS**

Applicants and program participants are required to identify the relationship of each household member to the head of household. If an applicant list themselves as married and no not list a spouse, they will still be required to submit a separation or divorce degree. Definitions of the primary household relationships are provided in the Eligibility chapter.

### SNRHA Policy

Other family relationships will be verified through birth certificates or other



relevant documents.

## **Marriage**

### SNRHA Policy

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

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

## **Separation or Divorce**

### SNRHA Policy

SNRHA will require the family to document the divorce, or separation.

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

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

## **Absence of Adult Member**

### SNRHA Policy

SNRHA will consider any of the following as verification:

Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Husband or wife sign SNRHA's certification of marital status form.

Order of protection/restraining order obtained by one family member against another.

If an applicant list themselves as married, but does not list a spouse name, they will still be required to provide a separation document or divorce decree.

If no such documentation is available, the applicant may complete SNRHA's Declaration of Marital Status form.

## **Foster Children and Foster Adults**

### SNRHA Policy

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

## **II.D. DOCUMENTATION OF AGE**

A birth certificate or other official record of birth is the preferred form of age verification for



all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

#### SNRHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, SNRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

### **II.E. VERIFICATION OF STUDENT STATUS General Requirements**

#### SNRHA Policy

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

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

The family reports child care expenses to enable a family member to further his or her education.

The family includes a student enrolled in an *institution of higher education*.

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

### **Restrictions on Assistance to Students Enrolled in Institutions of Higher Education**

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving PH assistance.

#### SNRHA Policy

In accordance with the verification hierarchy described in Section 6-1.B, SNRHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see Section Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in Chapter 2

The student is married.

The student has at least one dependent child, as defined in Section 2.

If SNRHA cannot verify at least one of these exemption criteria, SNRHA will



conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, SNRHA will then proceed to verify either the student's parents' income eligibility or the student's independence from his/her parents (see below).

### ***Independent Student***

#### **SNRHA Policy**

SNRHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student*.

Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0.

## **II.F. DOCUMENTATION OF DISABILITY**

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

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

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



### **Family Members Receiving SSA Disability Benefits**

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

#### SNRHA Policy

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

### **Family Members Not Receiving SSA Disability Benefits**

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

#### SNRHA Policy

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

## **PART III: VERIFYING INCOME AND ASSETS**

Chapter 5, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides SNRHA policies that supplement the general verification procedures specified in Part I of this chapter.

### **III.A. EARNED INCOME Wages**

#### SNRHA Policy

*Acceptable methods of verification include, in this order:*

1. EIV with two consecutive current paystubs for annuals and for New Hires.
2. Acceptable 3<sup>rd</sup> Party written verification provided by the resident.





- 3 Third party written verification  
Employment verification form completed by the employer
4. Oral third party -must document why other steps above where not available
5. W-2 forms and IRS Form 4506-T release
6. Self-certifications may be used for verifying self-employment income, or income from tips and other gratuities.
7. Current check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.

In cases where there are questions about the validity of information provided by the family, SNRHA will require the most recent federal income tax statements to be obtained via use of IRS Form 4506-T.

### **Tips**

#### SNRHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. Interruption of employment due to temporary leave of absence (i.e. maternity leave, short-term disability): upon verification that earnings have stopped, an interim will be conducted to remove the income. The family may be required to complete a Zero Income Questionnaire/Certification. The family is required to report any other income received in lieu of earnings. The family will be required to report when the income starts again. At that time an interim will be conducted to add the income back into the family budget.

### **III.B. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS Social Security/SSI Benefits**

#### SNRHA Policy

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

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



received the benefit verification letter they will be required to provide it to SNRHA.

### **III.C. ASSETS AND INCOME FROM ASSETS**

#### **Treatment of ABLÉ Accounts in HUD-Assisted Programs**

The Achieving Better Life Experience (ABLE) Act (P.L. 113-295.) was signed into law on December 19, 2014. The ABLE Act allows States to establish and maintain a program under which contributions may be made to a tax-advantaged ABLE savings account to provide for the qualified disability expenses of the designated beneficiary of the account. The designated beneficiary must be a person with disabilities, whose disability began prior to his or her 26<sup>th</sup> birthday and who meets the statutory eligibility requirements.

#### **Definition of Terms**

- A. *ABLE account* means an account established for the benefit of an eligible individual, maintained under a qualified ABLE program.
- B. *Contribution* is the deposit of funds into an ABLE account.
- C. *Designated beneficiary* is the eligible individual who established and owns the ABLE account.
- D. *Distribution* is the withdrawal or issuance of funds from an ABLE account.

#### **Treatment of ABLE account in HUD programs**

Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded /disregarded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

Individuals have to be income eligible to receive assistance under HUD programs. Annual income is defined as the anticipated total income from all sources received by every family member which are not specifically excluded in 24 CFR 5.609(c). The ABLE Act creates a federally mandated exclusion for ABLE accounts applicable to HUD programs, in determining a family's income, HUD will exclude amounts in the individual's ABLE account pursuant to 24 CFR 5.609(c)(17). The entire value of the individual's ABLE account will be excluded from the household's assets. This means actual or imputed interest on the ABLE account balance will not be counted as income. Distributions from the ABLE account are also not considered income. All wage income received, regardless of which account the money is paid to, is included as income.

For example:

#### **Contributions made by the designated beneficiary**



If the beneficiary has a portion of his/her wages directly deposited into his/her ABLER account, then all wage income received, regardless of which account the money is paid to, is included as income. *Pre-tax employer contributions to an ABLER account (that are not deducted from wages) are excluded.* If the designated beneficiary subsequently deposits any amount previously included as income into his/her ABLER account, that deposited amount must not be included in the household's asset calculation or counted as income again when the beneficiary receives a distribution from the account.

### **Contributions made by others directly into the ABLER account**

If someone other than the designated beneficiary contributes directly to the ABLER account, that contribution will not be counted as income to the designated beneficiary.

If a relative provides a recurring gift of \$100 per month directly to the beneficiary, the recurring gift would be counted as income. If a relative deposits the \$100 recurring monthly gift directly into the ABLER account, then it will not be counted as income. Note: Any person can contribute to an ABLER account. However, the Internal Revenue Service (IRS) limits the total annual contributions that any ABLER account can receive from all sources for a given calendar year.

### **Rollovers from existing ABLER accounts**

Rollovers from existing ABLER accounts to the designated beneficiary's ABLER account are not counted as income to the designated beneficiary.

### **Verification:**

In accordance with program requirements at 24 CFR 5.240(c), SNRHA will verify the amount held in the ABLER account. The information verified will be:

- The name of the designated beneficiary; and
- The State ABLER program administering the account to verify that the account qualifies as an ABLER account.

### **Assets Disposed of for Less than Fair Market Value**

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

#### SNRHA Policy

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



- SNRHA does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error. Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and SNRHA verified this amount. Now the person reports that she has given this \$10,000 to her son. SNRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

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

### **III.D. NET INCOME FROM RENTAL PROPERTY**

#### SNRHA Policy

The family must provide:

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

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

### **III.E. RETIREMENT ACCOUNTS**

#### SNRHA Policy

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

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

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

*After* retirement, SNRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the



account balance, any lump sums taken and any regular payments.

### **III.F. INCOME FROM EXCLUDED SOURCES**

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

#### SNRHA Policy

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

### **III.G. ZERO/EXTREMELY LOW ANNUAL INCOME STATUS**

#### SNRHA Policy

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Zero income households will be interviewed at least once every 180 days.

## **PART IV: VERIFYING MANDATORY DEDUCTIONS**

### **IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS**

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

#### **Dependent Deduction**

See Chapter 6 for a full discussion of this deduction. SNRHA must verify that:

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

#### **Elderly/Disabled Family Deduction**

See Eligibility chapter for a definition of elderly and disabled families and Chapter 5 for a discussion of the deduction. SNRHA must verify that the head, spouse, or co-head is 62 years



of age or older or a person with disabilities.

#### **IV.B. MEDICAL EXPENSE DEDUCTION**

Policies related to medical expenses are found in Chapter 6.

##### **Amount of Expense**

###### SNRHA Policy

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

Medical expenses will be verified through:

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

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used.

(Credit card statements will not be allowed as verification of payment of medical expenses.) In this case SNRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future.

SNRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

In addition, SNRHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

##### **Eligible Household**

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

##### **Qualified Expenses**

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

See Chapter 6 for SNRHA policy on what counts as a medical expense.

##### **Unreimbursed Expenses**

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

###### SNRHA Policy

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

##### **Expenses Incurred in Past Years**



### SNRHA Policy

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

The anticipated repayment schedule

The amounts paid in the past, and

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

## **IV.C. DISABILITY ASSISTANCE EXPENSES**

Policies related to disability assistance expenses are found in Chapter 6.

### **Amount of Expense**

#### *Attendant Care*

### SNRHA Policy

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

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible. If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source. (Credit card statements will not be allowed as verification of payment of medical expenses.)

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

#### *Auxiliary Apparatus*

### SNRHA Policy

Expenses for auxiliary apparatus will be verified through:

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

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

In addition, SNRHA must verify that:

The family member for whom the expense is incurred is a person with disabilities

The expense permits a family member, or members, to work (see Chapter 5). The expense is not reimbursed from another source (see Chapter 5).



The expense does not exceed the amount of the earned income of the individual freed for work.

### ***Family Member is a Person with Disabilities***

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. SNRHA will verify that the expense is incurred for a person with disabilities.

### ***Family Member(s) Permitted to Work***

SNRHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

#### SNRHA Policy

SNRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

### **Unreimbursed Expenses**

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

#### SNRHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

## **IV.D. CHILD CARE EXPENSES**

SNRHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of childcare.
- The costs are reasonable if seeking employment or furthering education.

### **Eligible Child**

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. SNRHA will verify that the child being cared for (including foster children) is





under the age of 13.

## **Unreimbursed Expense**

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

### SNRHA Policy

The childcare provider will be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

SNRHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

### ***Information to be Gathered***

SNRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

### ***Seeking Work***

Whenever possible SNRHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases SNRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to SNRHA any reports provided to the other agency.

In the event third-party verification is not available, SNRHA will provide the family with a form on which the family member must record job search efforts. SNRHA will review this information at each subsequent reexamination for which this deduction is claimed.

### ***Furthering Education***

SNRHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered.

### ***Gainful Employment***

SNRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

## **Allowable Type of Child Care**

The type of care to be provided is determined by the family.



### SNRHA Policy

SNRHA will verify that the type of childcare selected by the family is allowable, as described in Chapter 6.

SNRHA will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

SNRHA will verify the childcare provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

### **Reasonableness of Expenses**

Only reasonable childcare costs can be deducted for seeking employment or furthering education.

#### SNRHA Policy

To verify that the childcare costs are reasonable, the actual costs the family incurs will be compared with SNRHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, SNRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

SNRHA will send out our childcare verification form when child care expenses are being verified. This form must be completed with all questions answered and returned by mail or fax. This form will be the only verification childcare form acceptable by our agency. Private childcare providers that do not have tax identification numbers must complete the section that requests their social security numbers or their INS number.

Written verification from the person who receives the payments is required. If the child care provider is licensed, the provider is required to provide their Employment Identification Number.

Verifications must specify the child care provider's business or individual name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.



EXIITBIT 7-1: EXCERPT FROM HUD VERIFICATION  
GUIDANCE NOTICE (PIII 2004-01, pp.11-14)

<b>Upfront (UIV)</b>	<b>Highest (Highly Recommended, highest level of third party verification)</b>
<b>Written 3<sup>rd</sup> Party</b>	<b>High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)</b>
<b>Oral 3<sup>rd</sup> Party</b>	<b>Medium (Mandatory if written third party verification is not available)</b>
<b>Document Review</b>	<b>Medium-Low (Use on provisional basis)</b>
<b>Tenant Declaration</b>	<b>Low (Use as a last resort)</b>

Income Type	Upfront	Written Third	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				

**Verification of Employment Income:** The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

**Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.



Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. <b>Note:</b> The PHA must document in the tenant file, the reason
<b>Verification of Self-Employment Income:</b> Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.



Income Type	Upfront <b>(LEVEL 5)</b>	Written Third <b>(LEVEL 4)</b>	Oral Third Party <b>(LEVEL 3)</b>	Document Review <b>(LEVEL 2)</b>	Tenant Declaration <b>(LEVEL 1)</b>
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.  Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. <b>Note:</b> The PHA must document in the tenant file, the reason third party verification was not available.



**EXHIBIT 7-2: SUMMARY OF DOCUMENTATION REQUIREMENTS  
FOR NONCITIZENS**

- All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

**Elderly Noncitizens**

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

**All other Noncitizens**

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Form I-551 Alien Registration Receipt Card (for permanent resident aliens)</li> <li>• Form I-94 Arrival-Departure Record annotated with one of the following:             <ul style="list-style-type: none"> <li>• “Admitted as a Refugee Pursuant to Section 207”</li> <li>• “Section 208” or “Asylum”</li> <li>• “Section 243(h)” or “Deportation stayed by Attorney General”</li> <li>• “Paroled Pursuant to Section 221 (d)(5) of the USCIS”</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Form I-94 Arrival-Departure Record with no annotation accompanied by:             <ul style="list-style-type: none"> <li>• A final court decision granting asylum (but only if no appeal is taken);</li> <li>• A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);</li> <li>• A court decision granting withholding of deportation; or</li> <li>• A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).</li> </ul> </li> </ul> |
|--|--|

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.</li> </ul> | Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”. |
|--|--|

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or

- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*.



# Southern Nevada Regional Housing Authority

## Chapter 8

### TRANSFER POLICY

#### **INTRODUCTION**

It is the policy of SNRHA to permit resident transfers, within and/or between SNRHA public housing communities for the following limited reasons:

- To abate dangerous and/or substandard living conditions;
- To abate emergency life-threatening living conditions caused by third-party criminal activity;
- To accommodate verified physical conditions caused by long-term illness and/or disability;
- To accommodate resident families that are determined to be over- or under-housed by virtue of their family size; and
- To promote homeownership, transfer of families to scattered sites
- To accommodate relocation due to modernization work, community safety

Each transfer request will be evaluated on a case-by-case basis, taking into consideration:

- The documentation that substantiates the reason for the request;
- Whether or not the resident is in good standing with SNRHA
- The availability of suitable alternative units.

SNRHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

Activities of residents that adversely affect the right of others to the peaceful enjoyment of their community will be treated as lease violations and may be considered cause for lease termination.

#### **A. ELIGIBILITY FOR TRANSFER**

In order to be determined eligible to receive a transfer, residents must submit the requested 3rd party documentation to SNRHA, to substantiate their request, and must be in good standing with SNRHA.

The type of documentation that must be submitted will vary, depending on the nature of the request.

#### **Good Standing**

Good Standing: In order to be eligible for any intra or inter site transfer, the resident household must be a resident in "good standing", prior to be offered a new unit. The "good standing" requirement may be waived when SNRHA determines that the transfer is essential i.e. emergency, reasonable accommodations requests and for other good cause, including but not limited to over and under housed units.

In order to be determined a resident in good standing, the household must:



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- Not have Four late payments of rent within a 12 month period, this will constitute a history of repeated late payments; in lieu of denial of a transfer, SNRHA shall reserve the right to collect an additional security deposit of \$150.00.
- Be compliant under repayment agreement that was initiated more than 12 months prior to the transfer request. If not compliant, the resident family will have to pay the balance in full prior to being transferred.
- Be complaint with the terms of the lease and any additional terms required to be added to the lease by Federal law. Violations of the lease must be documented by 30, 14, or 3 day Notice of lease violations. Residents will not be in good standing until all Notices are cured.
- Have entered into an agreement, before the expiration of the lease term for non-compliance of the customer service requirement. Residents will agree to comply by participating in an economic self-sufficiency program for or contributing to community services as many additional hours as the resident needs to comply in the aggregate with such requirement over the twelve month term of the lease.

### Transfer List

Resident families who are determined eligible to receive a transfer will be placed on a transfer waiting list in accordance with the date of transfer approval and reason for their transfer request. SNRHA will implement transfers in the priority order listed in the following table.

Inappropriately housed resident families who are determined eligible to receive a transfer will be placed on the transfer waiting list at the time of annual certification.

### Priority of Transfers

Approved transfers shall be accomplished in the following priority order:

Type of Transfer	When executed	Transfer will be within the housing development:	Ratio	Initiated by
<b>Emergency</b>	Within 24 hours of documentation, verification & approval pending availability of a suitable unit.	Unless emergency transfer cannot be accomplished in this manner.	Not applicable	SNRHA or written family request





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<b>Medical and accessibility</b>	Within 30 days of documentation, verification & approval pending availability of a suitable unit.	Unless appropriate unit meeting the family's needs is not available within the development	Not applicable	Written family request
<b>Under housed (Overcrowded)</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA on effective date of annual recert
<b>Over housed</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA on effective date of annual recert
<b>Under housed with family's waiver</b>	When family's name reaches top of transfer list & authorized units available	Unless type of unit required does not exist within that development's inventory	1 transfer offer for every 40 offers from the waiting list	SNRHA, not less than one year from the date of initial occupancy
<b>Higher income family moving to a lower income development</b>	Next available scattered site home or development of the family's choice	Not applicable	1 transfer offer for every 20 offers from the waiting list	At written request of family
<b>Scattered Site SNRHA Site</b>	Next available scattered site unit when family name reaches the top after certification of eligibility	All available SS units	Not applicable	SNRHA, not less than <b>two</b> years from the date of initial occupancy <b>and must meet suitability criteria</b>



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<b>Designated Senior Developments</b>	Transfers from Studio to One bedroom unit when family name reaches the top after certification of eligibility	Unless type of unit does not exist within that development's inventory.	1 transfer for 2 new move-ins.	SNRHA, not less than one year from the date of initial occupancy
<b>Newly Modernized Units</b>	Next available unit when family name reaches the top after certification of eligibility	Not applicable	Not applicable	SNRHA on effective date of annual recert
<b><u>Administrative Reasons determined by the PHA (e.g. to permit modernization work, community safety)</u></b>	Within 30 days of Notification	Unless type of unit does not exist within that development's inventory.	Not Applicable	SNRHA

### **B. EMERGENCY TRANSFERS**

Emergency transfers will be implemented by SNRHA to remove a resident family from life-threatening and/or hazardous living conditions caused by third-party criminal activity and/or unit damage. Good standing criteria does not apply in the case of emergency transfers. Residents will be required to become compliant with all lease provisions upon completion of the Emergency Transfer to the new unit.

#### **Emergency Transfers due to Third Party Criminal Activity**

SNRHA will consider transfer requests from resident families who have been victims of life-threatening criminal activity committed by third parties or who have witnessed serious criminal activity and agreed to testify on behalf of the State at a criminal proceeding.

Families who request a unit transfer due to third-party criminal activity may be required to submit verifiable documentation evidencing one or all of the following:

- Police reports and/or police statements detailing the incident in question
- Eyewitness statements describing the incident in question
- Confirmatory letters from the Victim Witness Protection Unit, Rape Crisis Center or similarly recognized entity
- Medical reports from a licensed health care provider



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Subpoena or other written contacts from the Clark County District Attorney or U.S. Attorney

### **Eligibility for Emergency Transfers**

SNRHA's Emergency Transfer Plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to make an internal emergency transfer under VAWA when a safe unit is immediately available. A victim determines whether the unit is safe. HUS encourages all PHA's to engage the victim in a conversation as to what they may consider safe or what factors the victim considers unsafe.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. In the case of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of request for transfer (24 CFR 5.2005 (e)(2)).

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Confidentiality**

SNRHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SNRHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SNRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

SNRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SNRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SNRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.



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

### **Safety and Security of Tenants**

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

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 impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

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

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

**Notification:** If approved, the family will be notified that:

A unit has been designated;

They must execute a new lease and move within five (5 days) of receipt of the notice, and

If they refuse to accept the unit, they must execute a waiver of their emergency transfer request.

### **Emergency Transfers Initiated or Confirmed by Law Enforcement**

If the emergency transfer request is initiated or confirmed by authorized law enforcement officials, SNRHA may take the following action to maintain the confidentiality of the request and subsequent transfer:

By-passing the regular transfer occupancy function and/or staff;

Maintaining the resident family's file separate from other resident files; and

Concealing and/or changing the identity of the resident family's file.

### **Emergency Transfers due to Hazardous Unit Conditions**

A transfer due to hazardous unit conditions is mandatory. It may be initiated at any time by SNRHA or the resident family or both, after detection of a unit condition that poses a threat to the health and safety of the resident family. A hazardous unit condition is one that arises from:

Substantial fire damage;

Life-threatening fungus as determined by a Clark County Health District Official and/or a licensed hazardous waste consultant;

Exposed electrical wiring;



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Defective ventilation;

Inadequate plumbing, heating and/or cooling that will require long-term repair;

Other serious conditions identified by SNRHA Maintenance Department that require long-term repair.

**Notification:** If at least one of the foregoing conditions is found to exist, SNRHA shall immediately notify the resident family or families affected and advise them, in writing, as follows:

A unit has been designated;

They will be required to move and sign a new lease no later than five (5) days from the date they receive the notice;

If the hazardous condition was caused by the family, the family shall bear the cost of repair and moving.

If the family is unable to move due to financial reasons, SNRHA shall contract with a third party entity to move the family and shall bill the family for said costs, no later than the date on which the repair bills are submitted to them.

If the resident family refuses to move or otherwise fails to pay the repair and/or moving costs, SNRHA will initiate eviction proceedings against the family

If the hazardous condition was not caused by the family, SNRHA will bear the cost of all repairs and documented moving costs incurred by the family.

### **C. TRANSFERS DUE TO ILLNESS AND/OR DISABILITY**

Unit transfers will be implemented by SNRHA to accommodate the accessibility needs of residents and/or their household members, arising from long-term illness or disability.

Accessibility needs are those that require one or all of the following:

A first floor and/or single story dwelling;

Widened hallways and/or lowered cabinets;

Roll-in shower facilities

Flashing-light-censored smoke detectors

Central air conditioning and heat

#### **Documentation**

Families who request a transfer due to illness and/or disability may be required to submit recent verifiable documentation from a health care provider or social service entity that confirms the impairment and the accessibility needs.

#### **Notification**

Upon a determination that the family's request for a transfer due to illness or disability has been approved, SNRHA shall send the resident a thirty (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty (30) day period has passed:

A unit to which the family may transfer will be designated at such time as it becomes available;



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They will be required to enter into a new lease for the transfer unit;

That if they refuse to move into the unit, they must sign a waiver of the transfer request.

When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at SNRHA's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

Death in the immediate family

Jury duty

Hospitalization

Verified medical reasons

A new disability which makes the new unit unsuitable for the family's housing needs

Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

### **D. TRANSFERS TO ACCOMMODATE FAMILIES THAT ARE OVER- OR UNDER-HOUSED.**

Unit transfers will be implemented by SNRHA to accommodate resident families that are determined to be over-housed or under-housed by virtue of their family size based on the general occupancy standards. These transfers may be initiated by SNRHA or the resident or both. A family may request an exception to the general occupancy standards. SNRHA will evaluate the relationship and ages of all family members and the overall size of the unit. If approved, the family must agree to remain in the approved unit for one year. For overcrowded units these factors will be considered in the following order:

1. Extent of over-crowding (with household needing more than one bedroom considered before households needing only one bedroom in order to achieve proper occupancy);
2. The household's status as a working family and/or how household's income level would contribute to deconcentrating very low income households and date of overcrowding.
2. For under occupancy cases, the following factors would be considered. 1. Extent of under occupancy (with household having more than one extra bedroom required to transfer before those with one extra bedroom 2. Date of under occupancy.

### **Notification**

Upon a determination that the family is approved to move into a unit of a different size, SNRHA shall send the resident a thirty- (30) day Notice of Transfer. This places the resident family on notice that they have been approved for a transfer and that any time after the thirty- (30) day period has passed:

A unit to which the family must transfer may be designated;

They will be required to move into that unit in accordance with the terms of their lease;

They will be required to enter into a new lease for the transfer unit;



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When the transfer is authorized, the resident family shall be notified of the identity of the transfer unit and that they are required to accept the dwelling unit within three (3) calendar days and lease the unit within two (2) calendar days after accepting the unit.

The resident can receive an extension of up to an additional seven (7) calendar days, at SNRHA's discretion, subject to documented evidence of an undue hardship on the family.

Examples of undue hardship include but are not limited to:

- Death in the immediate family

- Jury duty

- Hospitalization

- Verified medical reasons

- A new disability which makes the new unit unsuitable for the family's housing needs

- Inability to obtain the resources to execute the move

Any extension must be approved by the Director of Operations or designee.

### **On Site Transfers for Over/Under Housed Families at Otto Merida and Vera Johnson A**

Otto Merida and Vera Johnson A will maintain a separate, internal transfer waitlist for families who are determined to be over/under housed at time of annual recertification. Otto Merida will adhere to a 2:1 ratio for transfers and Vera Johnson A will adhere to a 4:1 ratio for transfers. Families who transfer due to being over/under housed must qualify for the transfer unit under the LITC income guidelines established at each site.

### **Resident Refusal of the Transfer Unit**

The resident may decline the transfer unit for good and reasonable cause. Such cause shall be considered sufficient if:

- The unit does not provide adequate accessibility, or

- The unit will not have the required effect of accommodating the family size.

The Director of Operations shall determine if the unit refusal is for good cause. If the resident declines the unit without good cause, SNRHA shall assign the unit to another family and void the request for transfer if generated by the family.

If the resident refuses the transfer unit when the reason for the transfer is an emergency, under/over housed or abatement, a 30-day notice will be issued. The unit will be reassigned and the transfer will be voided.

Residents who currently reside in a senior designated property that requests a transfer and are offered a unit located in a non-senior designated property have a right to refuse the unit and will not be withdrawn and can continue to be on the transfer list unit such unit requested becomes available.

### **Transfer Procedures**

The Development Manager and resident will participate in a pre-transfer inspection to determine damages prior to transfer and the charges made part of the new lease.

The resident and SNRHA shall enter into a new lease agreement for the transfer unit.



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### **Security Deposits**

1. Families transferring to another development must have paid the security deposit in full at the sending development.
2. SNRHA will charge the families for any damages to the previous unit.
3. Security deposits will be refunded to the resident under the terms of the lease for the previous unit. The resident must deposit with SNRHA a security deposit on the new unit consistent with the security deposit policy in effect at the time of the transfer.
4. Refer to Security Deposit Chapter for additional details.
5. Move-out charges will be posted to the new unit. The office of the receiving development is responsible for collecting any maintenance charges due SNRHA.

### **E. GENERAL CONDITIONS GOVERNING TRANSFERS**

#### **Discrimination Prohibited**

Transfer requests shall be processed, evaluated, initiated and/or determined without regard to race, color, religion, gender, creed or national origin. Transfer requests based on household composition and/or illness disability must consider family size and disability.

#### **Cleaning and/or Repair Charges**

All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by the resident and the housing manager. Residents will be required to pay any amounts owed to the past property within 30 days of the move out statement.

#### **Rent Adjustments for Transferred Residents**

No rent adjustment will be made, except for utility allowance, until the next scheduled certification.

#### **Reexamination Date**

The date of the transfer changes the reexamination date according to the block system of the gaining development, unless the annual reexamination period would exceed twelve months since the family's last annual reexamination.

The losing development will send the family's file to the gaining development once they have been notified that the family has accepted the unit, before the family is leased up. The gaining development will not attempt to lease up a family without possession of the family's file.

#### **SNRHA Incentives for Higher Income Families Transferring Into Lower Income Developments**

SNRHA will offer certain incentives to higher income families (Household Income at or above 60% of AMI) willing to move into lower income projects. If a higher income family agrees to move to a SNRHA-specified lower income development, SNRHA will agree to approve to transfer the resident family to the next available scattered site home or the development of the family's choice. The move will be approved according to the Occupancy Guidelines only if the family has consistently been in lease compliance for two years following admission.





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SNRHA will target homeownership opportunities to higher income families moving into lower income projects.

### **Processing In and Out of Developments**

#### **Gaining Developments**

Transfers from other developments will be processed in the same manner as move-ins, including a new lease and applicable security deposit.

The resident transferring between public housing projects does not have to meet the admission requirements pertaining to income or preference.

In the event that a household must transfer due to a Health and Safety issue, management may consider transferring the household within the same development if vacant units are available.

#### **VAWA or Reasonable Accommodation Transfers:**

Any outstanding balance will transfer to the new unit and the new Manager is responsible to collect. If the tenant is on a current repayment agreement it will transfer to the new unit with the same terms. All move-out charges on the old unit will transfer to the new unit and put on a 30 day repayment agreement. All other transferred charges are considered past due and are due immediately.

#### **Non-VAWA or Non-Reasonable Accommodation Transfers:**

Residents that owe a balance will not be able to transfer until all balances are paid in full. Repayment agreement will not transfer to the new unit; they must be paid in full before a resident can transfer. Any charges, including move out charges, assessed on the old unit after the transfer, will be transferred to the new unit and put on a 30 day repayment agreement.

### **Residents Failure to Transfer Units**

In the event the resident fails to transfer and submit keys within the timeframes as stated in this policy, both managers will serve the tenant with a 30 Day Notice for failure to vacate the unit they are transferring from.

### **COST OF TRANSFERS**

Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, incentive transfers, and other voluntary transfers.

SNRHA will bear the reasonable cost of transfers SNRHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant. SNRHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities, in accordance with SNRHA Reasonable Accommodation Policy and Procedures. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as telephone and cable.

## **Resident Selection Criteria** **For Otto Merida Family Apartments**

**The following criteria will be utilized to select from current residents residing in other Public Housing communities for the Project:**



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1. Must have a favorable rental payment history. A resident will be considered to have a favorable rental payment history if there have been two or less delinquent rent payments in the previous twelve months.
2. Must be in good standing with SNRHA and in compliance with all terms and conditions of the resident's existing Lease.
3. Resident must be currently employed or enrolled in the Family Self Sufficiency Program and must have accomplished one or more established goals within the Program. SNRHA will provide the Manager with a list of residents wishing to transfer to the Project and the Manager will determine and certify the eligibility of the resident, and the resident will be notified of the determination. Transfer requests will be processed on a first come, first serve basis.

### **Income Tiering**

In addition to the above selection criteria, SNRHA will institute an income-tiering system in allocating units within the Project. The units will be divided into three income tiers, which will be distributed equally across the development and by unit types. The income tiers will be as follows:

- **Low Tier:** Less than 20% of the HUD Area Median Income (AMI) for a Family of Four (or \$11,819 in 2005) 20 units;
- **Middle Tier:** Greater than 20% AMI and Less than 30% AMI for a Family of Four (or \$17,730 in 2005) 20 units; and
- **High Tier:** Greater than 30% AMI and Less than 60% AMI maximum tax credit income Level (or \$35,460 in 2005 for a Family of Four) 20 units.

Transfer requests from current SNRHA residents who meet the initial resident selection criteria noted above will be placed in one of the three income tiers, or disqualified by the Manager if the applicants' income is above the 60% AMI tax credit limit or do not meet the LIHTC eligibility.

After the initial inquiry is made of existing public housing residents, public housing residents may apply for transfer to the Project at the time of their annual certification by completing an application for the Honolulu Street Apartments.

### **Public Housing Waiting List**

In the event there are no current public housing residents within the appropriate income tiers as indicated above who wish to transfer to the Project, Project vacancies will be filled from SNRHA's Public Housing certified waiting list utilizing current preferences and screening criteria in accordance with SNRHA's ACOP and the screening criteria described above. Employment income is a current SNRHA waiting list preference.

In the event there are no eligible applicants on the current Public Housing certified waiting list within the three income tiers, outreach will be conducted to the general public as provided in the Marketing Policy.



## **Chapter 9 LEASING**

[24 CFR 966.4]

### **INTRODUCTION**

It is the SNRHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes pre-leasing activities and the SNRHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

### **A. LEASE ORIENTATION**

In conjunction with execution of the lease, all adult family members must attend a new resident orientation within 90 days of move-in.

Residents with disabilities may request a reasonable accommodation.

### **Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A sample copy of the lease
- A copy of the grievance procedure
- A copy of the house rules
- Supportive services information, including FSS
- Emergency maintenance policy
- Community Service requirements and policy
- Pet policy
- Trespass policy
- Bed Bug Addendum
- Housekeeping Standard
- Other Lease addendums
- Firearms Policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Maintenance charges
- Provisions of the lease
- Unit maintenance and work orders
- Terms of occupancy
- Rent choice/Flat rent/income based/seasonal employment

SNRHA shall ensure additional efforts are made to ensure full program accessibility to persons with Limited English Proficiency, including notifying organizations that provides services to low-income families whose primary language is Spanish, as outlined in SNRHA's Limited English Proficiency Plan.



## **B. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

- SNRHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).
- Due to the community service requirement, the lease does not automatically renew for terms of 12 months. An annual signing process, the completion of recertification, is required.
- The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

## **C. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse or co-head; and by an authorized representative of SNRHA, prior to admission.

The head or co-head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head or co-head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the SNRHA will retain the original in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current SNRHA policies as well as applicable Federal, State and local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one SNRHA unit to another
- If, for any reason, the head or co-head of household of the lease cease to be a member of the household, a new lease will be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names, relationship to head, date of birth, and social security number of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy (need to determine name of form to be used) each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of an addendum to the lease which reflects any change in household composition or rent. Documentation will be included in the tenant file to support proper notice.



- Households that include a live-in aide are required to execute a live in aide agreement authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to SNRHA assistance, with the exception of occupancy while serving as the aide for the participant family member.

The SNRHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **D. ADDITIONS TO THE LEASE**

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Requests for the addition of a new member of the household must be approved by the SNRHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the SNRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new adult member. Only new members approved by the SNRHA will be added to the household.

Family members over the age of 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list. However, if a spousal relationship existed, SNRHA may, at the discretion of the Director or designee, allow the adult member back onto the lease upon written request by the head of household. The head of household will initiate the process of the removal. Both the head of household and the adult family member requested to be removed must make the request in writing.

Minors being added to the household by other than birth or legal adoption or court – awarded custody must be verified by court action. Temporary guardianship will be considered as a court action. All temporary guardianship will be renewed and verified every six months.



## **Factors Determining Household Additions**

Household additions subject to screening:

- Resident plans to marry;
- Resident desires to add a new adult family member to the lease or employ a live-in aide.
- A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household. Guardianship and/or custody of the remaining family member(s) under 18 must be obtained by the adult who was not a member of the original household. The family will have 90 days to obtain all documentation. If the adult is unable to provide appropriate documentation regarding the remaining minor, children and/or fails to comply with all screening requirements they are ineligible to occupy the unit at the expiration of the 90 days.

Factors determining household additions that are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

Children for whom the family receives court-awarded custody

Persons under the age of 18 years

Foster Children proposed to live in the unit

In cases where the addition of a new member who has not been born, married, awarded legal custody or guardianship, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the SNRHA occupancy standards, the SNRHA will not approve the addition. An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA.

Residents who fail to notify the SNRHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the SNRHA, and the entire household will be subject to eviction [24 CFR 966.4(f) (3)].

Family members age 18 and over, other than spouse, who move from the dwelling unit shall be removed from the lease. The tenant must notify the SNRHA of the move-out within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.



The SNRHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

### **Visitors**

1. The resident may not allow visitors to stay overnight more than fourteen (14) consecutive days nor more than 30 calendar days in a twelve month period without prior written approval of management.
2. Visitors who remain beyond this period shall be considered unauthorized, and their presence constitutes a breach of the lease.
3. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.
4. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit. Advertisements for roomers or lodgers shall be considered a violation of the lease by virtue of intent to sub lease portions of the assisted unit.
5. Residents are not permitted to allow a former tenant of the SNRHA who has been evicted to occupy their unit for any period of time.
6. Medical hardship or other extenuating circumstances shall be considered by SNRHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The SNRHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Property Manager.

### **Absences from the Unit**

Residents must advise the SNRHA when they will be absent from the unit for more than 30 consecutive days and provide a means for the SNRHA to contact the resident in the event of an emergency. Failure to advise the SNRHA in writing of extended absences is grounds for termination of the lease.

### **E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**

[24 CFR 8.27(a) (1) (2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant or resident, the SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the SNRHA's control, who has a disability



that requires the special features of the vacant unit?

Second, to a current occupant of other public housing developments under the SNRHA's control who has a disability that requires the special features of the vacant unit?

Thirdly, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

Accessible units will be offered to and accepted by non-disabled applicants or residents only with the understanding that such applicants/resident must agree to relocate to a non-accessible unit at a later date if a person with a disability requiring the unit applies for housing and is determined eligible or there is an existing resident who require the features of the accessible unit.

The SNRHA will require a non-disabled applicant or resident to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant or resident. This requirement will be a provision of the lease agreement.

#### **F. UTILITY SERVICES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

If a resident or applicant is unable to establish utility services due to a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer or that an applicant cannot be admitted. See page 6-16.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Non-payment of excess utility charge payments to the SNRHA is a violation of the lease and is grounds for eviction.

SNRHA may send utility reimbursement directly to the utility supplier without the consent of the family that is paying an income based rent. SNRHA will notify the family of the amount of any such direct payment to the utility supplier.

The lease will designate the appliances provided by SNRHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e.: dryers).

#### **G. SECURITY AND PET DEPOSITS**

##### **Security Deposit**

Tenant security deposits are required to minimize collection losses and encourage residents to leave their apartments clean and in good condition when they vacate.





## **Security Deposit Amounts**

New tenants must pay a security deposit to the SNRHA at the time of leasing the unit.

The Security Deposits for Public Housing will be based on bedroom size as follows:

- Efficiency Unit: \$200.00
- One Bedroom Unit: \$200.00
- Two Bedroom Unit \$250.00
- Three Bedroom Unit \$300.00
- Four Bedroom Unit \$350.00
- Five Bedroom Unit \$400.00

Scattered Site units will be required to pay an additional \$100 deposit for lawn or yard maintenance for which they are responsible for under terms of their lease.

## **Transfer of Security Deposit**

If a resident transfers, the original security deposit may be refunded to the resident less any charges for unpaid rent or damages beyond normal wear and tear. The resident must then pay the required deposit for the new unit. The resident will be responsible for payment of any additional security deposits as outlined in this policy. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

The SNRHA may permit installment payments of security when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA. The Authority may allow for one-third of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a two-month period. The full deposit must be paid within 90 days of initial occupancy.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- There is no breakage or damage beyond that expected from normal wear and use.
- Tenant gave the required 30 calendar days advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

The Security Deposit may not be used to pay charges during the tenant's occupancy.



The SNRHA will hold the security deposit for the period the tenant occupies the unit. The SNRHA will refund the Security Deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address. If no address is provided, the refund will be mailed to the last known address.

The SNRHA will provide the tenant or designee identified above with a written list of any charges against the security deposits. If the tenant disagrees with the amount charged to the security deposits, the SNRHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the SNRHA. All keys to the unit must be returned to the Management upon vacating the unit.

The SNRHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

The tenant will be billed for any maintenance or other charges. If the tenant family will be transferred from one public housing dwelling unit to another the SNRHA will conduct the required move-out inspection and determine what charges, if any, should be assessed to tenant's account. SNRHA will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the balance/new deposit amount in effect at that time.

#### **H. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES**

Security Deposits are governed by the terms of the lease, 24CFR's and Nevada's Statutes. The SNRHA reserves the right to bill a resident's account additional charges if any of the situations below exist or take place within a resident's apartment. This money will be added to the resident's current security deposit. Such deposits may be collected for the following:

- 1) Unauthorized wallpapering.
- 2) Painting walls any color other than the original color upon move-in.
- 3) If the resident fails a housing inspection due to unsanitary housekeeping or excessive damage to the unit that is beyond normal wear and tear.
- 4) Evidence of pet damages (carpet stains, clawing, biting unit components, defecation interior or exterior, fleas, landscaping, lawn or property, fences or other visual damage).

If any of the above items are found within a household the resident will be immediately billed per labor rates established according to the Maintenance Charge List and added into the tenant's security deposit funds. The SNRHA has enacted this change to protect the interest of our housing stock and to reduce the billable charges due by the resident once they have moved out of SNRHA housing.



## **Pet Deposit**

### **DEPOSIT SCHEDULE:**

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF SNRHA PRIOR TO THE ADOPTION OF THIS POLICY (03/01/2010) ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS

RESIDENTS SIGNING PET POLICY AGREEMENTS FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW OR ADDITIONAL PETS.

Assistance Animals for persons with a disability are not subject to the pet deposit. The

SNRHA may permit installment payments of when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA.

The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges. (See Chapter 10 for remainder of pet policy provisions.) The pet deposit will be returned to the tenant or the person designated by the former tenant, upon notification that the pet is no longer in the unit or in the event of the former tenant's incapacitation or death.

## **Interest**

SNRHA will not compute or pay any interest on any deposit.

## **I. RENT PAYMENTS**

See Chapter 13, Rent and Debt Collection Procedures.

## **J. FEES AND NONPAYMENT PENALTIES**

See Chapter 13, Rent and Debt Collection Procedures.



**K. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the community office, and they will be provided to the resident at the time of lease execution.

The SNRHA will assess residents a charge for tenant-caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the SNRHA labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job. A Schedule of Charges will be maintained by the agency and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request. The SNRHA will not charge for any repairs that are necessitated by normal wear and tear; nor is there a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the SNRHA reserves the right to charge for said service.

**L. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, each development office.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by parties, the resident(s) and the SNRHA.

**M. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

**N. SMOKE FREE HOUSING**

HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, "restricted areas"). The Rule does not prohibit smoking by residents; rather it



requires that residents and guests who smoke do so at least 25 feet away from the buildings.

- Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, ~~and~~ water pipes (also known as hookahs), and ENDS (Electronic Nicotine Delivery Systems) also known as vaping.

## MARIJUANA

Regardless of the purpose of legalization under state law (medical or recreational), the use of marijuana in any form, is illegal under The Controlled Substance Act (CSA) and therefore, is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). This pertains to PHA's and to all owners and operators of other federally subsidized properties.

HUD's Memorandum "Use of Marijuana in Multifamily Assisted Properties" acknowledged that various states have legalized marijuana for "medicinal purposes" and that some states have broadened that to include recreational use. However, they still cite the illegal use in any form under the Controlled Substance Act stating:

- Owners must deny admission to assisted housing for any household with a member determined to be illegally using a controlled substance.
- Owners may not establish lease provisions or policies that affirmatively permit occupancy by any member of a household who uses marijuana.
- Owners must establish policies which allow the termination of tenancy of any household member who is illegally using marijuana, and cannot have a provision that allows to preserve a tenancy in cases of medical marijuana use that seems harmless and is not disturbing others.

HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.

Failure to comply with the Smoke Free Policy may result in:

- Increased Inspection Frequency. Upon issuance of a written warning from management and/or a documented complaint, the PAH will increase the frequency of unit inspections for a suspected policy violator.
- Termination of Tenancy/Eviction. A tenant shall be in violation of their lease if the resident or any guest is determined to be smoking in violation of the policy. **Four (4)** violations of SNRHA Smoke Free Policy may result in termination of the lease and eviction.
- Residents may request grievance hearings in accordance SNRHA's policy.

### **Smoke-Free Apartments:**

Residents, staff and guests are prohibited from smoking on all Public Housing and mixed finance properties owned and managed by SNRHA, including the apartment rented by the resident, the building in which the dwelling unit is located, and all common areas and administrative



buildings, and outside the building up to 25 feet from each building and 25 feet from the building's entry.

### **The Southern Nevada Regional Housing Authority Not a Guarantor of Smoke-Free Environment**

The adoption of a smoke free living environment and the mandate to designate all Public Housing properties as smoke-free, does not make SNRHA a guarantor of resident's health or of the smoke free condition of the resident's apartment and common areas. However, SNRHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the property smoke-free. SNRHA will post smoke free properties with "No Smoking" signs inside and outside the buildings and may, at its sole option, consider designating smoking areas at any or all of the properties.

### **Smoking on the Property as a Lease Violation**

If a resident smells tobacco smoke anywhere in the building, they should report this to the office as soon as possible. Management will seek the source of the smoke and take appropriate action. A resident will be in violation of his/her lease if the resident or any guest is determined to be smoking on SNRHA property. Four (4) violations of SNRHA's Smoke Free Policy may result in eviction. All applicants/residents acknowledge receipt of this Policy and Smoke-Free Lease Addendum in writing at the time of application. Residents will be required to sign the Lease Addendum prior to the deadline for implementation.

## **O. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **Initial Inspections**

The SNRHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the SNRHA and the tenant, will be kept in the unit file and tenant file.

### **Vacate Inspections**

The management staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The SNRHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit. Documentation, including pictures of tenant caused damages will be maintained in tenant file.

The move-out inspection also assists the SNRHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

### **Annual Inspections**

The SNRHA will inspect all units annually using HUD-required standards. All inspections will include a check of all smoke alarms to ensure proper working order. Pictures of any damages and/or housekeeping problems may be taken. At each annual inspection, staff will



verify that the additional room is still being used for medical equipment or live-in aide.

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 calendar days to correct noted items and placed on a schedule of 30, 60, and 90 day inspections conducted to ensure lease compliance. Failure to comply with housekeeping requirements are grounds for lease termination.

Residents may request a copy of the inspection report with required corrections. In cases where units failed inspection for housekeeping or damage, a conference is scheduled with the property management.

If necessary to bring the unit into HUD-required compliance, needed repairs will be completed by the SNRHA.

Required corrections will be repaired by the SNRHA within 30 business days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be in violation of their lease. SNRHA will take appropriate lease enforcement action.

### **Quality Control Inspections**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the SNRHA can be of service to the family.

The SNRHA management staff will conduct quality control inspections on 5% of the units.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The property manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the SNRHA can be of service to the family.

### **Special Inspections**

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review SNRHA operations periodically and as a part of their monitoring may inspect a sampling of the SNRHA's inventory.

Modernized and Scattered Site Inspections: New move inspections will be conducted within 60 days of the resident leasing the unit to ensure the unit and grounds are being maintained.



Unit inspections will be conducted within ten (10) working days from the date SNRHA is notified or receives knowledge of an unsatisfactory condition such as infestation, damages, unsatisfactory housekeeping, Code violations, or complaints of poor exterior conditions.

### **Other Inspections**

The SNRHA management staff will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted weekly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Emergency Inspections**

Housing management staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, staff may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) repair or abatement:

- Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)
- Escaping gas
- Plumbing leaks that have the capacity to create flooding or cause damage to the unit
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Inoperable SNRHA-owned air conditioner/heater (seasonal)
- Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the SNRHA if the smoke detector is in need of repair. Residents who disengage smoke detectors will be charged (see Schedule of Charges posted.)
- Lock-outs – Subject to the resident paying the cost for responding.





### **Entry of Premises Notices**

The SNRHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The SNRHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An inspection may not be conducted if there are minors and no adult (required to show identification) present in the unit during the inspection.

If no person is at home, the staff will enter the unit and conduct the inspection and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

Where the SNRHA is conducting regular annual inspection of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the SNRHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the SNRHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The SNRHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The SNRHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the SNRHA to enter. The resident may specify at the time of request for repair or maintenance that they be present. SNRHA will take reasonable measures to comply with the resident's request; however known deficiencies must be corrected.

### **Non-Inspection Emergency Entry**

The SNRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.



**Family Responsibility to Allow Inspection**

The SNRHA must be allowed to inspect the unit at reasonable times with reasonable notice. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

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<sup>i</sup> 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)



## **Chapter 10**

### **PET POLICY**

[24 CFR 5.309]

#### **INTRODUCTION**

This chapter explains the SNRHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of the SNRHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the SNRHA.

The purpose of this policy is to establish the SNRHA's policy and procedures for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Residents will comply with the dwelling lease, which requires that no animals or pets of any kind be permitted on the premises without prior written approval of the SNRHA.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

The SNRHA Pet Deposits, Fees, and Restrictions do not apply to Assistance Animals. An Assistance Animal is an animal that is needed as a reasonable accommodation for persons with disabilities.

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), SNRHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in SNRHA owned properties.

A common household pet, for the purposes of SNRHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.



## **A ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

As a housing provider under the Fair Housing Act, with respect to animals that individuals with disabilities may request as reasonable accommodation.

Only rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others will be applied to animals that assist persons with disabilities.

There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a "support animal"). Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA.

An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the Fair Housing Act and may be treated as a pet for the purposes of the lease and SNRHA's rules and policies.

To meet these exclusions, the resident/pet owner must provide SNRHA with the means to verify that:

1. Is the animal a dog? If yes, proceed to the next question. If no, the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed<sup>1</sup>.
2. Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?
  - a. It is *readily apparent* when the dog is observed:
    - i. Guiding an individual who is blind or has low vision
    - ii. Pulling a wheelchair
    - iii. Providing assistance with stability or balance to an individual with an observable mobility disability<sup>2</sup>.
  - b. Performing "work or tasks" means that the dog is trained to take a specific action when needed to assist the person with a disability.
    - i. If the individual identifies at least one action the dog is trained to take which is helpful to the disability other than emotional support, the dog should be considered a service animal and

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<sup>1</sup> Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional consideration, beyond the scope of this guidance, apply. See 28 C.F.R. § 35.136(i); 36.302(c)(9)

<sup>2</sup> 28 C.F.R. §§ 35.136(f); 36.302(c)(6).



- permitted in housing, including public and common use areas.
- ii. If no specific work or task is identified, the dog should not be considered a service animal but may be another type of animal for which a reasonable accommodation may be required. Emotional support, comfort, well-being, and companionship are not a specific work or task for purposes of analysis under the ADA.

~~That there is a person with disabilities in the household; and~~

~~That if the animal is needed because of the person's disability.~~

## **B MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the SNRHA management. The pet owner must enter into a Pet Agreement with the SNRHA; pay the pet deposit as follows:

### **DEPOSIT SCHEDULE:**

Type of Pet	Deposit
Dog	\$200
Cat	\$200
Fish Aquarium	\$50.00
Fish Bowl (Requires no power and no larger than 2 gallons)	\$0
Caged pets (birds, gerbils, hamsters)	\$50.00

See Sections D and E following for other management requirements.

## **C STANDARDS FOR PETS**

Pet rules as outlined below will not be applied to animals that assist persons with disabilities except for rules related to the health of the animal, the responsibility of the animal's owner to clean up after the animal and prevent the animal from disturbing others which will be applied to animals that assist persons with disabilities.



## **Types of Pets Allowed**

No pets except the following will be acceptable:

### Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Maximum height: 20" at shoulder at full growth Must be spayed or neutered and housebroken Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

### Cats

Maximum number: 1

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

Must be licensed as specified now or in the future by State law or local ordinance

### Birds

Maximum number: 2

Must be enclosed in a cage at all times

### Fish

Maximum aquarium size: 50 gallons

Must be maintained on an approved stand

### Rodents (guinea pig, hamster, or gerbil ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times



## **Types of Pets Not Allowed**

Common household pets permitted in dwelling units do not include:

Exotic pets or barnyard animals are prohibited. Exception may be made for certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets.)

Animals who would be allowed to produce offspring for sale

Wild animals, feral animals, and any other animals that are not amenable to routine human handling

Animals of species commonly used on farms

Non-human primates (unless as an assistive animal to a person with disabilities)

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Snakes, spiders, reptiles, and chickens

The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:

Any animal whose weight could exceed 30 pounds by adulthood

Dogs of the pit bull, Rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.

Chicks, turtles or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynah birds, psittacine birds, and birds of other species that are hosts to the organisms causing psittacosis in humans

Tenants are not permitted to have more than one *type* of pet.



## **D PETS TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed; although service animals of persons with disabilities who are visiting the unit are permitted.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the SNRHA.

State or local laws governing pets temporarily in dwelling accommodations shall prevail.

## **E REGISTRATION, ADMINISTRATION, AND OTHER RESTRICTIONS**

### **Registration of Pets**

1. Pets must be registered with the SNRHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free. This provision applies to assistive animals for persons with disabilities.
2. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination. This provision applies to assistive animals for persons with disabilities.
3. Dogs and cats must be spayed or neutered. This provision applies to assistive animals for persons with disabilities.
4. Execution of a Pet Agreement with the SNRHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet will be required.
5. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.
6. Registration for each animal is to be accomplished by the filing of the following disclosures and forms:
  - a. A health certificate prepared by a veterinarian (including attestations of no communicable disease and of spaying or neutering or of a medical condition precluding spaying or neutering)
  - b. Documentation of current rabies vaccination for species subject to state or local rabies vaccination requirements





- c. Copy of the license issued by the applicable municipality for “ownership” of each animal for whom licensing is a legal requirement
- d. Name, address and telephone number of a veterinarian who will be providing regular care
- e. Name of the adult household member who will be primarily responsible for animal care

### **Refusal to Register Pets**

1. The SNRHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the SNRHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.
2. The SNRHA will refuse to register a pet if:
  - a. The pet is not a common household pet as defined in this policy;  
Keeping the pet would violate any House Pet Rules;
  - b. The pet owner fails to provide complete pet registration information or fails to update the registration annually;
  - c. The SNRHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

A resident who cares for another resident's pet must notify the SNRHA and agree to abide by all of the pet rules in writing.

### **Pet Agreement**

Execution of a Pet Agreement will be required, under which the resident acknowledges:

1. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress
2. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation
3. Receipt of a copy of all animal-related requirements and restrictions administered by management



4. In the context of public housing, that failure to abide by any animal- related requirement or restriction constitutes a violation of the “Tenant Obligations” appearing at 24 CFR 966.4(f)(4) and, therefore, grounds for lease termination pursuant to 24 CFR 966.4(k)(2)

### **Other Restrictions**

The following other restrictions also apply:

1. A prohibition on the keeping of animals by any resident convicted of a felony or of a misdemeanor relating to treatment of an animal
2. A prohibition on the keeping of any dog or cat over six months of age who is not spayed or neutered
3. A prohibition against keeping animals in any dwelling unit having no air conditioning in which ambient temperatures may exceed 82 degrees at any time of day or night.
4. A restriction against walking or transporting any animal outside of the dwelling unit without use of a leash no longer than five (5’) feet or animal transport enclosure.
5. A prohibition against allowing animals on any premises outside of the dwelling unit unaccompanied by a family member, including homeless animals that are being fed or otherwise supported by residents.
6. A prohibition against the tethering or chaining of animals outside of or within the dwelling unit.
7. A prohibition of feeding any dog and/or cat outside the unit.
8. A restriction against subjecting animals to any surgical procedure, such as de-barking or de-clawing, that is typically performed as a substitute for correcting environmental deficiencies and providing proper supervision, or that can render animals abnormally aggressive
9. A requirement for the prompt removal of animal feces deposited in any common area
10. A requirement for regular removal and replacement of litter used in litter boxes or in animal enclosures maintained within dwelling units
11. A requirement for implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals



12. Pets are to be restrained so that maintenance can be performed in the unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters a unit where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation occurs again, the pet shall be removed from the premises. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

State and local public health and anti-cruelty laws are applicable. All complaints of cruelty and all dog bites will be referred to the relevant animal control or police agency for investigation and enforcement.

## **F ADDITIONAL FEES AND DEPOSITS FOR PETS**

SNRHA requires a refundable pet deposit of \$200 for dogs and cats subject to charges for pet associated damage.

SNRHA requires a non-refundable pet fee for dogs of \$50 annually to defray the cost of providing pet waste receptacles and equipment as well as pet waste clean-up costs associated with the overall upkeep of the community. Residents are expected to properly dispose of pet waste.

SNRHA will allow gradual payment of the deposit in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment; and
- Monthly payments in an amount no less than \$50 until the specified deposit has been paid.

SNRHA will allow gradual payment of the pet fee in accordance with the following:

- An initial payment of \$10.00 due by the effective date of the annual recertification and up to four additional installments of \$10.00.

The SNRHA reserves the right to change or increase the required deposit by amendment to these rules.

The SNRHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. Pet fees are non-refundable.

The SNRHA will return the pet deposit to the former tenant or to the person designated



by the former tenant in the event of the former tenant's incapacitation or death.

The SNRHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the SNRHA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the SNRHA as a result of damages directly attributable to the presence of the pet in the community will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the community.

Pet deposits are not a part of rent payable by the resident.

#### **G ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **H PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.

Pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the SNRHA, as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount, which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer have a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the resident.



## **I PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash and under the control of the resident or other responsible adult individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

## **J NOISE**

Pet owners must control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

## **K CLEANLINESS REQUIREMENTS**

### **Litter Box Requirements.**

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet. Litter boxes shall be stored inside the resident's dwelling unit.

### **Removal of Waste from Other Locations.**

The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated or during regularly scheduled extermination of the unit.

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

## **L PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 10 consecutive hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.



## **M RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

## **N INSPECTIONS**

The SNRHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

## **O TERMINATION OF TENANCY**

The SNRHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

## **P PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for over 10 consecutive hours.

If the responsible party is unwilling or unable to care for the pet, or if the SNRHA after reasonable efforts cannot contact the responsible party, the SNRHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

## **O EMERGENCIES**

The SNRHA will take all necessary steps to insure that symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the SNRHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner. Pets that become vicious, display aggressive behavior are subject to referral to appropriate State or Local agency.



## Chapter 11 RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524 CFR Part 960 Subpart C, 5.657,  
880.603, 884.218, 886.124, 886.324, 891.410, 891.610, 891.750,  
960.257, 982.516]

### **INTRODUCTION**

HUD requires that PHA's offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent or families who receive a verifiable fixed income are required to complete a reexamination of income, deductions and allowances at least once every three years. Flat rent or fixed income families must still report family composition and community service requirements on an annual basis.

To determine the amount of income-based rent, it is necessary for SNRHA to perform a reexamination of the family's income annually. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but SNRHA decides what other changes must be reported and the procedures for reporting them.

This chapter defines SNRHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### **A. ELIGIBILITY FOR CONTINUED OCCUPANCY**

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

- Qualify as a family as defined in this policy;

- Are in full compliance with the resident obligations and responsibilities described in the dwelling lease;

- Have provided Social Security numbers on all family members or have certifications on file indicating they have no Social Security number.

- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

- Who are in compliance with the SNRHA's community service requirements.

- Whose adult family members have passed an annual criminal screening.



## **Remaining Family Members and Prior Debt**

1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. SNRHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18. Exceptions may be made for extenuating circumstances or hardship.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

## **B. ANNUAL RECERTIFICATIONS**

The terms "annual recertification" and "annual reexamination" are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. The annual recertification of family income and composition will be conducted the staff.

Families who choose flat rent and families who receive fixed income are to be recertified every three years. SNRHA staff will mail annual information packages to families and may schedule an interview if additional information is needed.

Annual Recertifications are scheduled; by the anniversary of their admission date.

### **Admission Anniversary System:**

For families who move in on the first of the month, the annual Recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted at most 120 days prior to be effective on August 1, the following year.)

For families who move in during the month, the annual Recertifications will be completed no later than the first of the month in which the family moved in, the following year.

(Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit, the annual recertification date will not change.

**Special Reexaminations:** When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

Special reexaminations shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

**Special Reexamination Following Income Disallowance:** When a family qualifies for an earned income disallowance, a special reexamination will occur at the end of the initial 12 month disallowance period and at the end of the second 12 month disallowance period.





**Zero/Extremely Low Income Families:** Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income certification every 180 days and undergo an interim recertification every 180 days. (See Other Interim Reporting Issues below).

### **Recertification Notice to the Family**

All families will be notified of their obligation to recertify by staff delivery or first class mail. The written notification shall be sent at least 120 calendar days in advance of the scheduled annual recertification date specifying the date and time of the appointment and the required documents that the tenant will need to supply.

During this reexamination period, the family will be given the option to choose flat rent or income-based rent. SNRHA will provide a form that states what the flat rent would be and what the family's income-based rent would be. The family will be required to make a choice and sign the form prior to the effective date of their reexamination. The form will be retained in the tenant's file.

If the family chooses flat rent, an annual recertification is required to verify community service requirements and family composition. Recertification of income is only required every three years.

Notification of the flat rent and an approximate amount of the income based rent, based on the last certification, and is sent at least 120 days in advance of the scheduled annual certification.

Families that have paid a flat rent for three years must complete a full certification process to determine accurate information regarding family composition and income. The family may choose to pay a flat rent or the income based rent annually.

### **Persons with Disabilities**

If requested as an accommodation by a person with a disability, the SNRHA will provide the notice in an accessible format. The SNRHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Persons with disabilities, who are unable to come to the SNRHA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information**

The family is required to complete the Application for Continued Occupancy –Personal Declaration. Each adult member who reports no income or very low income will also be required to complete the Personal Declaration Form – No Income Questionnaire. Update form may be used for Interims.



### **Requirements to Attend**

The following family members will be required to attend the recertification interview and sign the personal declaration along with other required forms:

- The head of household, spouse, co-head, and
- All adult household members, age 18 and older.

If the head of household is unable to attend the interview, the appointment will be rescheduled one time at the family's request.

### **Failure to Respond to Notification to Recertify**

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 2 calendar days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the SNRHA, the SNRHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the SNRHA will not schedule a third appointment. If a household fails to complete annual recertification, they will receive a 30 day notice of lease termination for non-compliance with the recertification process.

If the family schedules an appointment and completes annual recertification requirements within thirty days of the effective date of the household's annual recertification, the annual recertification will be completed and the household's rent will be based on the income.

Exceptions to these policies may be made by the Asset Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### **Documents Required From the Family**

In the notification letter to the family, the SNRHA will include instructions for the family to bring the following:

Application for Continued Occupancy form  
Personal Declaration Form completed by head of household

Documentation of income for all family members

Documentation of assets

Documentation to substantiate any deductions or allowances

Documentation of family composition

Picture identification for adults 18 years of age or older

Other required documents on new family members, such as SSN or citizenship requirements



Documentation of community service requirements

Self-Declaration form when adult members 18 and over are declaring no income or very low income. (Except those 62 years and older/or disabled or enrolled in educational or approved training programs.)

SNRHA will require a print out of utility bills for three months to be submitted for residents claiming zero income.

### **Verification of Information**

All information which affects the families continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old on the effective date of the recertification. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

### **Changes in the Tenant Rent**

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)].

#### **Tenant Rent Increases**

If tenant rent increases, a 30 day notice will be mailed to the family prior to the family's annual recertification date.

If less than 30 days are remaining before the family's annual recertification date, the tenant rent increase will be effective on the first of the second month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the family's annual recertification date.

#### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the family's annual recertification date.

If the family causes a delay so that the processing of the recertification is not complete by the family's annual recertification date, rent change will be effective on the first day of the month following completion of the recertification processing by the SNRHA.

If tenant rent decreases and the change occurred within a month prior to the Recertification appointment, but the family did not report the change as an interim Adjustment, the decrease will be effective on the recertification anniversary date.



The Housing Opportunity through Modernization Act of 2016 (“HOTMA”). HOTMA amends the U.S. Housing Act. Section 103 of HOTMA sets the maximum amount of annual adjusted income for continued occupancy in public housing at 120% of area median income, which the Secretary can adjust the over income limit due to prevailing levels of construction costs or unusually high or low family incomes, vacancy rates or rental cost.

### **Definition of Over-Income**

The new language in section 16(a)(5) of the 1937 Act sets the over-income limit at 120 percent of the AMI.

HUD currently calculates three declining ranges of income eligibility for the public housing program: low-, very low-, and extremely low-income limits. The VLI limit was selected because it is calculated for every FMR area and, in certain areas, factors in several adjustments to better align income limits with program requirements. Since VLI is preliminarily calculated as 50 percent of the estimated AMI for the family, in most cases multiplying it by 2.4, would result in a figure matching 120 percent.

The final over-income limit should then be compared to the family’s adjusted income and as with the existing ranges of income eligibility, the new over-income limits will also be tiered by family size. HUD’s income limits were developed by HUD’s Office of Policy Development and Research and are updated annually. Information about HUD’s income limits and HUD’s methodology for adjusting income limits as part of the income limit calculation can be found at <https://www.huduser.gov/portal/datasets/il.html>.

### **Documentation, Notification, and Tracking**

*Documentation.* Once a PHA has completed updates to its ACOP and, if necessary, its PHA plan, and the SNRHA discovers through an annual reexamination or an interim reexamination that a family’s income exceeds the applicable over-income limit, the SNRHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family’s income a year later. The form HUD-50058 actions that would trigger the two-year grace period are: ‘2 = Annual Reexamination’ and ‘3 = Interim Reexamination.’ SNRHA is required to begin tracking these actions once a family’s income exceeds the applicable over-income limit.

*Written Notifications/Tracking 2-Year Grace Periods.* If one year after the initial over-income finding, the family’s income continues to exceed the over-income limit, the PHA must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family’s income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA’s policies. If the initial over-income determination was made during an interim reexamination, SNRHA must conduct a second interim income reexamination on that date one year later. However, if SNRHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income



family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

SNRHA must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities.

*Terminations and Higher Rent Payments.* Twelve months after the second consecutive over-income finding, if the family is still over-income, the family is subject to termination or higher rental payments.

Families not permitted to stay must have their tenancy terminated no later than six months after the second over-income finding.

SNRHA may terminate such families under the Admission and Continued Occupancy Policy formulated in accordance with the 2018 notice but currently may not charge such families an alternative rent while they remain in the public housing unit. Instead, the families will continue to be considered public housing families and must be offered the option of paying an income based rent or flat rent at their next annual recertification. SNRHA may elect not to terminate over income families who exceed the over-income limit for two consecutive years, then SNRHA must continue to treat such families as public housing families and offer the families the option of paying an income based rent or flat rent at their next annual reexamination.

Since SNRHA elects not to terminate over-income families, the families cannot charge the family Fair Market Rent or any other alternative rent.

Because HUD has not yet published a final rule effectuating the alternative rent options of section 16(a)(5)(A)(1), HUD is exercising its discretion to not enforce any 2018 notice and sections 16(a)(5)(A)(11) requirement to terminate over-income families who exceed the over-income limit for two consecutive years. HUD will not enforce the termination requirements until such time that HUD publishes the final rule and it takes legal effect, so that SNRHA and its families can make an informal choice related to alternative rent options.

### **Technical Assistance**

Additional questions should be directed to the local Public Housing Field Office Director. Contact information and locations of these offices are available on HUD's website at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/about/focontacts](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/about/focontacts).

### **Paperwork Reduction Act**

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0230. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a



collection of information unless the collection displays a currently valid OMB control number.

After a family's income has exceeded 120% of the area median income for two consecutive years, a public housing agency must terminate the family's tenancy within six months of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit including amount from the operating and capital fund as determined by regulations.

This will begin September 1, 2019.

### **C. REPORTING INTERIM CHANGES**

Families must report all changes in household composition and increases in income/assets in writing within 10 calendar days to the SNRHA between Annual Recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain SNRHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult household member is added, the head of household will complete an application for continued occupancy – personal declaration or update form and recertify-revify, using the same procedures the SNRHA staff would use for an annual recertification, except for effective dates of changes.

In such case, the Interim Recertification Policy would be used.

The annual recertification date will not change as a result of this action.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the SNRHA of the family member being added to the lease.

#### **Increases in Income to be Reported and Rent Adjustments**

Families paying flat rent are not required to report any increases in income or assets between the recertification periods.

Families paying an income-based rent must report all increases in income/assets of all household members to the SNRHA in writing within 10 calendar days of the occurrence.

Families are required to report the following increases in income:

- Increases in income because a person with income joins the household;
- Increases in household income which comes as a result of a new income source.
- Increases in household income that was not anticipated at the annual recertification period.

Families who receive Social Security, Social Security Disability, pensions or Supplemental Security Income (SSI) are required to report their annual increase when it occurs.

SNRHA will process rent adjustments for all increases in income, which are reported between regularly scheduled Recertifications.

Rent increases (except those due to misrepresentation) require 30 days' notice.



### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment.

The SNRHA will process the rent adjustment unless the SNRHA confirms that the decrease in income will last less than 30 calendar days.

Decreases in tenant rent will be effective the first day of the month following the month in which the change is reported in writing to the SNRHA. If verification cannot be obtained prior to the end of the month in which the change is reported, the decrease will be made retroactive to the first day of the month following the month in which the change is reported.

### **D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The SNRHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement

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

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

### **Verification before Denying a Request to Reduce Rent**

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

### **Cooperation Agreements**

The SNRHA has a written cooperation agreement in place with the local welfare agency which assists the SNRHA in obtaining the necessary information regarding welfare sanctions.

The SNRHA has taken a proactive approach to culminating an effective working relationship between the SNRHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The SNRHA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.



## **E. OTHER INTERIM REPORTING ISSUES**

Residents are required to report all changes in family composition or status to SNRHA in writing within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report and verify income decreases promptly.

An interim recertification will be scheduled for families with zero income or extremely low income every 180 days. Once income is reported recertification will cease until annual recertification time.

An interim reexamination will be scheduled for families with zero or extremely low- income every 180 days. Unless the family has income that is excluded from rent computation, families who report zero income or extremely low income will have the income be re-verified through EIV every 90 days for income changes and are further required to complete a written no/low income certification every 180 days and undergo an interim recertification every 180 days, until they have a stable income. If any increases in income are indicated in any of the above information or other verification, then the family will be reviewed for an interim and the rent will be adjusted accordingly.

Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

### **SNRHA Errors**

If the SNRHA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively. Any decrease in rent will be made retroactive.

### **False or Incomplete Information Supplied by Family**

For families whose rent has been based on false or incomplete information supplied by the applicant/resident family, an interim recertification will be conducted upon notice by The SNRHA. Any increase in TTP and tenant rent will be retroactive.

## **E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

### **Standard for Timely Reporting of Changes**

The SNRHA requires that families report interim changes to the SNRHA in writing within ten calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 3 calendar days of reporting the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the SNRHA), it will be considered untimely reporting.





### **Procedures When the Change is Reported in a Timely Manner**

The SNRHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

**Increases in the Tenant Rent** are effective on the first of the month following at least thirty days' notice.

**Decreases in the Tenant Rent** are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third party written verification.

### **Procedures when the Change is not Reported by the Tenant in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

**Increase in Tenant Rent** will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, utility reimbursement payment for which they would not have been eligible to receive and may be required to sign a Repayment Agreement in accordance with SNRHA repayment policy.

**Decrease in Tenant Rent** will be effective on the first of the month following completion of processing by the SNRHA and not retroactively.

### **Procedures when the Change is not processed by the SNRHA in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the SNRHA in a timely manner.

Therefore, an increase will be effective after the required 30 days' notice prior to the first of the month after completion of processing by the SNRHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

## **G. REPORTING OF CHANGES IN FAMILY COMPOSITION**

All changes in family composition must be reported within 10 business days of the occurrence in writing.

The members of the family residing in the unit must be approved by the SNRHA. The family must inform the SNRHA and request approval of additional family members other than additions due to birth, adoption, or court-awarded custody before the new member occupies the unit.

The proposed new adult family members will be screened by SNRHA, according to the screening criteria in accordance with the criteria for eligibility and admission, prior to approval.



The SNRHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

An exception will be granted if the family has submitted a Self-Certification of Physical Custody of Minor Child/Children or an Appointment of Temporary Guardian to the SNRHA. If either of these forms has been submitted, the SNRHA will also require that the family has initiated legal proceedings for guardianship or legal custody. SNRHA must receive a court awarded guardianship or custody is received within 365 calendar days. Failure shall result in the deduction being removed; and any income still being received shall be counted.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head or co-head of household or spouse that the member (who may have been the head of household) removed is permanently absent.

The head of household must provide a statement that the head or co-head of household or spouse will notify the SNRHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.

### **Increase in Family Size**

The SNRHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a SNRHA-approved live-in attendant. Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions identified above will be placed on the Transfer List at their next regularly scheduled recertification; unless it creates a health and safety hazard upon approval of the Director of Operations.

### **Definition of Temporarily/Permanently Absent**

The SNRHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The SNRHA will evaluate absences from the unit in accordance with this policy.

### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has



not moved out of the unit. In cases where the family has moved out of the unit, the SNRHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the SNRHA before they move out of a unit in accordance with the lease and to give the SNRHA information about any family absence from the unit.

Families must notify the SNRHA if they are going to be absent from the unit for more than 14 consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the SNRHA may:

- Conduct home visit
- Write letters to the family at the unit Post letters on exterior door Telephone the family at the unit Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

As a reasonable accommodation for a person with a disability, the SNRHA may approve an extension. (See Absence Due to Medical Reasons below for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence which resulted in termination of tenancy was due to a person's disability, and the SNRHA can verify that the person was unable to notify the SNRHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the SNRHA may reinstate the family as an accommodation if requested by the family.

If the dwelling unit is deemed abandoned by the tenant, SNRHA shall take possession of the unit and any of the tenant's possessions remaining in the unit, in accordance with the lease. Property abandoned by the tenant may be disposed of by SNRHA in accordance with Nevada State law, NRS 118A and SNRHA procedures.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for three consecutive months except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the SNRHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent and removed from the lease. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently



absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the SNRHA's "Absence of Entire Family" policy.

Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The SNRHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Asset Manager.

### **Absence due to Incarceration**

If a sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days. The rent and other charges must remain current during this period.

The SNRHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents. If the offense is drug related or criminal activity that violates the lease and policy, the lease will be terminated.

### **Foster Care and Absences of Children**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the SNRHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 3 months 180 days from the date of removal of the child (ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the SNRHA's occupancy guidelines.

### **Absence of Adult**

If neither parent remains in the household and SNRHA and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the SNRHA will treat that adult as a visitor for the first 30 calendar days.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the SNRHA will review the status at 30 calendar day intervals.

If the court has not awarded custody or legal guardianship, but the action is in process, SNRHA will secure verification from social services staff or the attorney as to the status. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the guardian, and the guardian qualifies under Tenant Suitability criteria, the lease will be transferred to the guardian.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

SNRHA will transfer the lease to the guardian, in the absence of a court order, if the guardian



qualifies under the Tenant Suitability criteria and has been in the unit for more than 30 days and it is reasonable to expect that custody will be granted.

When the SNRHA approves a person to reside in the unit as caretaker for the child/ren, the income should count pending a final disposition. The SNRHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

### **Absence of Spouse or Secondary Wage earner**

The absence of the spouse or secondary wage earner must be verified by third-party documentation unless so verified per 24CFR 5.609(2) all income must be included.

**Additional New Language:** Resident must complete a certification of absent spouse. The resident must certify the information submitted is correct and witnessed by a notary.

### **Full-Time Students**

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

If the student is considered temporarily absent from the household, applicable income for that person will be counted. Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

### **Visitors (See Chapter 9, Leasing)**

A visitor/*guest* is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or more than 30 cumulative days in a 12 month period, will be considered to be living in the unit as an unauthorized.

The lease must provide the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].



A resident family must notify the SNRHA in writing when overnight guests will be staying in the unit for more than 3 days.

A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Former residents who have been evicted are not permitted as overnight guests. Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized, and their presence constitutes violation of the lease.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Statements from neighbors and/or SNRHA staff will be considered in making the determination.

The SNRHA will consider:

- Statements from neighbors and/or SNRHA staff

- Vehicle license plate verification

- Post Office records

- Driver's license verification Law enforcement reports

- Credit reports

- Verification from other public or private sources

- Other reliable information

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, as stated above, the individual will be considered unauthorized and the SNRHA will terminate the family's lease since prior approval was not requested for the addition.

Minors and college students who were part of the family, but who now live away from home during the school year and are not considered members of the household may visit for up to 90 consecutive days per year without being considered a member of the household under the following conditions:

- The head of household has reported to the SNRHA, in writing, that the minor is a visitor.



The SNRHA has provided the head of household with written permission for the minor to occupy the unit for more than 14 days.

In a joint custody arrangement, if the minor is in the household less than 184 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing or are a Section 8 Program participant, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

### **Required Family Reporting to Management**

The additional person(s), whether a family member or a visitor, must be reported in writing to the manager within 3 calendar days of a stay intended to exceed the visitation period allowed under the lease/ACOP.

### **H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF UNIT**

To be considered the remaining member of the tenant family, the person must have been previously approved by the SNRHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The court has to have awarded emancipated minor status to the minor or is legally married; or

The SNRHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child (ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards. If the sole eligible member of the household dies, the unit must be returned to the SNRHA within 14 days.

### **I. CHANGES IN UNIT SIZE**

The SNRHA shall grant exceptions from the occupancy standards if the family requests and the SNRHA determine the exceptions are justified according to this policy.

The SNRHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

The SNRHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family will be placed on the Transfer List in accordance with the Transfer policy. (See Chapter 5, Occupancy Guidelines.)



**J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. Mixed families are eligible for prorated assistance in accordance with the mixed-family portion of the policy.

**K. UNIT TRANSFERS**

See Chapter 8, Transfer Policy.





## **Chapter 12** **TERMINATIONS**

[24 CFR 966.4]

The SNRHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes the SNRHA's policies for notification of lease termination and provisions of the lease.

### **A. TERMINATION BY TENANT**

The tenant may terminate the lease by providing the SNRHA with a written 30calendar days advance notice as defined in the lease agreement.

Notice of intent to terminate the lease by the tenant must be in writing and must be tendered at least 30 days prior to the intended vacate date. Said notice must be signed and dated. The tenant notice must be delivered to the applicable management office or sent first class mail. Exceptions may be made in the notice period requirement in verifiable emergency situations, such as but not limited to medical or loss of immediate family.

Should the family vacate without giving the required 30-day written notice, or should the family vacate after giving the 30-day notice, but prior to the expiration of the 30 day written notice, the SNRHA may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified 30-day period, or the date the unit is re-rented, whichever occurs first. In all cases, a family who has vacated will be provided with a detailed list of charges to be deducted from the security deposit within 30 days.

If the tenant intending to vacate provides sufficient evidence that they cannot tender the required written notice (e.g., language barrier, illiteracy, etc.) the SNRHA will permit the on-site management staff to draft the notice for the tenant, but all such notices must be authenticated with the tenant's signature or "mark." In these instances, the management staff should try to obtain the signature of a witness as well.

### **B. TERMINATION BY SNRHA**

**NOTE: THE LEASE WILL NOT BE RENEWED IF REQUIRED ADULT MEMBERS 18 YRS AND OLDER DO NOT COMPLY WITH COMMUNITY SERVICES.**

The Violence against Women Reauthorization Act of 2005 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence. (Refer to Chapter 12-D)

It is the intent of the SNRHA to provide housing and housing-related services to residents consistent with the Authority's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of State/local law. Similarly, it is the intent of the SNRHA to provide and promote housing and a quality of life in its housing developments in a manner that best meets the housing and community needs of its residents.

The SNRHA will aggressively pursue termination of tenancy for any and all families who are



either unwilling or unable to abide by their lease obligations. Termination of tenancy will be in accordance with the SNRHA's lease.

The public housing lease is automatically renewable, **EXCEPT** the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements, subject to publication of the HUD final rule. See Chapter 14, Community Service.

The lease may be terminated by the SNRHA, according to the terms of the lease, at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

- Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertification;

- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers to include advertisement for such arrangements;

- Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

- Failure to pass annual inspections with adequate notices to correct;

- Failure to abide by necessary and reasonable rules made by the SNRHA for the benefit and well-being of the housing community and the tenants;

- Failure to abide by applicable building and housing codes materially affecting health or safety;

- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner; Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, community buildings, facilities, equipment, or common areas;

The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenants residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.

- Alcohol abuse that SNRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- Non-compliance with Non-Citizen Rule requirements.



Other good cause.

**C. CRIMINAL CONDUCT OF A TENANT OR MEMBER OF THE TENANT'S' HOUSEHOLD**

At least annually SNRHA will conduct a criminal background check through the Metropolitan Police Department of all household members 18 years of age and older.

Residents and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with standards below.

SNRHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing community in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

If the tenant, any member of the tenant's household, or a guest or other person under the tenant's control engages in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the tenant is a tenant in public housing. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, and the landlord (SNRHA) will be notified by the Las Vegas Metropolitan Police Department or other official sources. The landlord (SNRHA) will then commence unlawful detainer procedures to terminate the lease;

Alcohol abuse that the SNRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

Tenants or guests engaging in unlawful or inappropriate sexual actions or activities on the property, such as prostitution, child pornography, lewd or lascivious behavior; visitor accommodations to known sexual offenders.

Non-compliance with Non-Citizen Rule requirements;

Criminal activity by tenant, any member of the tenant's household, or a guest or other person under the tenant's control involving crimes of physical violence against residents, SNRHA employees or SNRHA vendors.

Family history of disturbance to neighbors, destruction of property or living or housekeeping habits which result in damage to the unit or common areas; Notification by law enforcement of a tenant being deemed "a chronic nuisance" may be considered a disturbance to the property.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction;

Non-payment of excess utility charge payments to the SNRHA is a violation of the lease and is grounds for eviction;



The SNRHA shall terminate the tenancy of any resident or household member that has found to be a fugitive. A fugitive is a person who is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid prosecution or incarceration for violating a condition of probation or parole, imposed by State or Federal law.

Violation(s) of the SNRHA Firearms Policy. See ACOP Addendum FP

Other good cause. "Other good cause" means other lease violations and/or conduct not specifically referenced herein that has a serious impact upon the safety, health and/or peaceful enjoyment of the residents of a SNRHA public housing community. Where there is a finding of good cause for termination, such action will not be taken unless there is evidence that the tenant has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, excepting terminations due to drug-related criminal activity.

#### **D. NOTIFICATION REQUIREMENTS**

The SNRHA's written Notice of Lease Termination will state the specific reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Grievance Procedure.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household and sent by first class mail properly addressed to tenant with certificate of mailing or delivered by a licensed process server.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

#### **Timing of the Notice**

If the SNRHA terminates the lease, written notice will be given as follows:

At least 30 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as three and/or five calendar days, considering the seriousness of the situation when the health or safety of other residents or SNRHA employees, vendors or contractors are threatened;

At least 30 days prior to termination in all other cases.

In any instance where the SNRHA is aware that the head of a tenant family is visually-impaired the SNRHA will tender all such notices in a visually-accessible format. This may consist of a termination notice in Braille or in large typeface of 18 points of greater. Alternatively, the Authority may provide a "reader" and a witness that applicable notices have been read to a visually-impaired person.

In any instance where the SNRHA is aware that the head of a tenant family does not speak and/or read English and/or otherwise faces a language barrier, an attempt will be made to



provide the notice of intent to terminate in both English and the first language of the tenant head of household. However, if the SNRHA is aware that there are adult family members other than the head or spouse who are capable of reading the English-speaking notice the SNRHA may address the notice to the head and/or co-head of household but to the attention of the adult family member who can read the notice. If there is a determination by SNRHA's legal counsel that a minor who is sufficiently old enough (i.e., age 16 or 17) occupies the unit, and is capable of reading and understanding the notice delivered in English, the SNRHA will reserve the right to address such notices to the head or co-head, but to the attention of the older minor. The SNRHA will undertake this course of action only when there is no adult household member who reads English as evidenced by the most recent certification or other documentation in the tenant's file.

#### **E. PROHIBITED CRIMINAL CONDUCT UNDER ONE-STRIKE**

The SNRHA must have evidence of the violation by the household member. The SNRHA may pursue fact-finding efforts as needed to obtain evidence.

"Preponderance of evidence" is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by SNRHA inspectors and/or investigators, and evidence gathered from the SNRHA Hotline.

If there is overwhelming evidence documentation (i.e. a preponderance of evidence) that an adult family member has been involved in drug-related criminal activity on or off the premises within the 12 month period preceding the date of initial certification or recertification, whether or not there has been a conviction, there will be a determination of ineligibility for admission or continued occupancy.

No family member may have engaged in or threatened abusive or violent behavior toward SNRHA personnel or their authorized representative at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The criminal records of each adult tenant and their household members will be evaluated in accordance with the standards listed below:

##### 1. Criminal Sexual Convictions

Tenants, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

##### 2. Convictions for Possession and/or Use of Controlled Substance



The SNRHA will permanently terminate the public housing lease of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing community in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

### 3. Alcohol Abuse

The SNRHA may initiate lease termination, when, through verifiable evidence, SNRHA determines that:

The tenant and/or household member has a pattern of abuse of alcohol; and

The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

The SNRHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

### **Hearings**

If information is revealed that would cause SNRHA to terminate assistance to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the SNRHA's hearing procedures outlined in the Grievance Procedure.

### **F. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by the SNRHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Evictions for criminal activity will continue, through the lock out phase, although the family may have moved from the unit.

Eviction information is to be entered into the Data Information System currently being used by the SNRHA.

Records for persons whose leases were terminated for any reason will be kept by the SNRHA for 5 (five) years, according to SNRHA's record retention policy. Records of residents owing a balance will be retained until the balance has been paid. The SNRHA will report adverse information on residents who have voluntarily or involuntarily terminated participation in the program to HUD's national repository. This information will include any debts owed to the SNRHA or adverse action, including not limited to, criminal activity, fraud, lease violations, damages to the unit, etc. This information will be available to HUD employees, PHA



employees, and contractors of HUD and PHA's.

### **G. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the SNRHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any prorating of assistance provided for the family.

### **H. LEASE BIFURCATION AND VAWA**

In accordance with 24 CFR 5.2009(a), SNRHA may choose to bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. For mixed families, if the perpetrator was the eligible tenant, SNRHA will provide the tenants that are not eligible a period of thirty calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for the same program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
2. Establish eligibility under another covered housing program;
3. Find alternative housing.

A mixed family is defined as a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration. On site management will assist remaining residents in this process.



## Chapter 13

### RENT AND DEBT COLLECTION PROCEDURES

#### **INTRODUCTION**

This procedure sets forth the steps to be carried out by (SNRHA) staff to accomplish the goals of the Rent Collection Policy. It is designed to be used in conjunction with other SNRHA policies and procedures (which are referenced herein).

The rent collection performance of their developments shall be considered as a significant aspect of all management staff's performance appraisals. Rent collection is a key indicator of management competence. Specific rent collection goals may be made a part of the management staff's performance standards.

#### **A. COLLECTING RENT**

##### **Due Dates**

*Rent* - Rent is due and payable on the first calendar day of the month. A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5<sup>th</sup>) day of the month. Residents are to be kept informed of this due date through:

- Posting the rent collection policy and any related notices.
- Briefing in orientations for new residents.
- Meetings with residents who are having difficulty paying rent on time.
- Periodic notices sent directly to residents.

*Other Charges* - Any charges other than rent and late fees shall become due and payable on the first day of the second month following the date the charge was incurred by the resident and at least 14 days after the resident has been properly notified of the charge by the SNRHA.

##### Due Dates for Tenants on Alternate Monetary Disbursement Schedule (SSI/SSA/SSDI)

Tenants may receive regular recurring monthly payments from the Social Security Administration that are not received on or by the 5<sup>th</sup> of the month. Tenants may request an alternate due date which is consistent with the date at which they receive their check upon verification of an AMDS. In these cases, there is no grace period. A 30-day notice which will include a 5% late fee of the monthly rental amount (not to exceed \$20.00), will be issued the first business day following the date upon which the rent due date was agreed upon. A written notification shall be signed by the tenant acknowledging the due date and terms. Failure to meet the designated date four (4) or more times during a calendar year will result in termination of the agreement. In this case rent will automatically become due on the 1<sup>st</sup> of each month forward. In no case will an arrangement be made which will cause rent to be due beyond the last day of the month.

##### **Grace Period**





Rent and other charges are considered delinquent if they have not been received by the close of business on the fifth calendar day after the rental due date. A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month.

### **Late Penalties/Charges**

*Late Fee* - The Accounting Department shall post a charge of 5% late fee of the monthly rental amount (not to exceed \$20.00) to the resident's account if rent is delinquent. Rent will not be accepted without payment of the posted late fee. Exceptions to late fee penalties may be considered in the event of medical emergencies, verifiable fraud, identity theft, or other verifiable unanticipated hardships.

If the late payment is made on behalf of the resident through protective payment or other vendor payment by an authorized agency, and the late payment is not the fault of the resident, the late fee shall be forgiven:

Accounts of residents whose rent is paid through payroll deductions or vendor payments shall be flagged by managers on the resident ledgers and in the residents' files.

If the delay is not the fault of the resident, prepare an adjustment removing the \$20.00 late fee;

*Returned Payment Fee* - A returned payment fee of \$25.00 will be posted to the resident's account for returned payment.

*Court Costs and Attorney Fees* - If a delinquency has to be referred to an attorney or the courts for collection or eviction, the appropriate charge, as established by the SNRHA, will be posted to the resident's account.

### **Acceptable Forms and Locations for Payment of Rent and Other Charges**

Only the full amount of rent and/or charges will be accepted. No partial payments will be accepted unless they are made in accordance with a valid, up-to-date repayment agreement. New residents will be required to pay their initial rent and/or security deposit by certified funds, money order or cashier's check. Current residents must register with Rent Café to pay their rent electronically via ACH or credit or debit card payments. Third party personal checks are not acceptable for the payment of rent or charges unless this is from an approved state or federal agency.

#### **Electronic Payments by Rent Café:**

*ACH* - A resident may setup a reoccurring or one-time automated withdrawal from their checking or savings account on the date of their choice by completing their profile with their bank account information.

#### **Fees Charged: None**

*Debit/Credit Card Payments* - A resident may also setup a reoccurring or one-time



payment from their debit/credit card on the date of their choice by completing their profile with their debit/credit card information.

**Fees Charged:**

**Debit: \$3.95 per transaction up to \$1,000; \$4.95 per transaction \$1,001 - \$2,000; \$9.95 per transaction over \$2,001.**

**Credit: 2.5% of each transaction.**

*Payment in Person* - If a new resident is paying in person, they must present the payment in the proper amount in the form of a money order.

*Cash Payments by WIPS* – Current residents may pay their rent with cash at any time at any participating 7-Eleven and CVS Pharmacy. Residents must request a barcode from their property management office to make a cash payment. Residents must show their barcode to any participating CVS Pharmacy or 7-Eleven. If a 30-day notice was issued for nonpayment, residents will be required to pay in cash from the 20<sup>th</sup> to the end of each month. Residents must keep their receipts and provide proof of payment to the management office in order to become lease compliant.

**Fees Charged: \$3.95 per transaction**

**Acceptance of Delinquent Rent and Charges**

Delinquent rent and/or charges may be accepted via Rent Café or WIPS until the lockout is completed by the Constable. Staff shall accept such payment, however, only if the full amount, including late fees and other penalties, are tendered.

No payment shall be accepted after LOCKOUT occurs unless approved by the Director of Operations or designee.

*Daily Deposits and Transmittal* - Management staff responsible for transferring money collected to the Accounting Department shall do so on a daily basis. These funds must be accompanied by a transmittal that indicates the amount of money from the collection of rents and other charges, including security deposits, being delivered. This transmittal and money shall be accompanied by the following:

A calculator tape itemizing the amount of each collection and totaling the day's collections, a batch report and deposit slip

**B. DELINQUENT ACCOUNTS**

Staff is to place a high priority on the collection of delinquent rents and charges. Control of delinquent accounts is to be considered an indicator of the manager's effectiveness. Managers are to maintain records of delinquent residents and of the efforts taken to collect amounts past due. Managers have the authority, within the limits established by the rent collection policy and these procedures, to determine if resident requests for modification of terms for payment are acceptable. The following steps, at a minimum, are to be taken in an effort to collect delinquent rents and other charges:

**Written Contact and Delinquency Notices**



*First Written Notice* - All residents who have not paid rent and other charges in full by the end of the grace period and who have not had those amounts covered by an up-to-date repayment agreement shall be sent or delivered the appropriate delinquency notices. On the first day rents and charges are delinquent; management shall prepare and deliver the "30-Day Notice for Nonpayment of Rent" and/or the "30-Day Notice of Termination" for charges other than rent. The appropriate site management staff shall request for the notices to be posted and processed through a third-party, licensed process serving company.

### **Verifying Abandoned Units**

If there is any possibility that a unit may have been abandoned, the manager shall promptly send the family a letter by certified mail (with a copy to the file) notifying the family that they must contact the community office within 10 calendar days from the date of letter or staff will enter the unit to verify possible abandonment.

Should the family fail to contact the community office within 10 calendar days from the date of letter; the manager will enter the unit to determine whether it has been abandoned. A unit can be considered to be abandoned if there are no signs of recent habitation, nothing of value left in the unit, and no authorized occupant of the unit is seen entering or leaving the premises within the last two days.

If the unit appears to be abandoned, the manager shall notify the resident in accordance with State law by posting a Notice of Abandonment and sending a copy by certified mail. If the unit is not secure, it should be secured promptly by the maintenance staff.

If a unit is abandoned by a delinquent resident, the manager will make every effort to determine the total charges owed, including any repairs needed to the unit resulting from damage caused by the residents actions or negligence. This amount shall be reported to the Accounting Department which will deduct such amounts, plus unpaid rent and charges, from the security deposit.

### **Documenting the File**

Each attempt to contact the resident about the delinquency will be noted in the resident's file indicating the date of the attempted contact, the method of attempted contact, the person attempting the contact and the outcome. Any items sent by certified mail and returned unclaimed will be held in the file unopened so that it may be opened by the Court.

### **Duration of Rent Collection Efforts**

Rent collection efforts are a month-long task. Attempts to reach all delinquent residents by telephone and home visits will be continued until the full amount due has been paid or until the 30-day delinquency remedy period has expired, whichever comes first. The manager should consider using proactive measures at other times of the month to ensure that habitually late residents begin to pay their rent on time. Managers should also consider referring such families to financial counseling or other assistance through Resident Services.

## **C. REPAYMENT AGREEMENTS**

Repayment agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts owed. The circumstances under which repayment agreements are acceptable



are outlined below.

**Purpose of Repayment Agreement**

A repayment agreement sets up a legally binding agreement between a delinquent resident and the SNRHA under which the resident agrees to pay current rent and charges plus a fair amount each month toward delinquent rent or charges until the delinquency is repaid in full.

The SNRHA, for its part, agrees not to terminate the lease of the delinquent resident for nonpayment unless the terms of the repayment agreement are broken by the resident.

**Eligibility to Enter into a Repayment Agreement**

A resident is eligible to execute a repayment agreement when all of the following conditions are met:

- No other repayment agreement is in force;
- The reason for the request for the repayment agreement is valid and is fully substantiated and documented.

Generally, these agreements should be restricted to clear cases of the following hardships:

- Death of an immediate family member.
- Serious illness that requires the hospitalization of a member of resident's household.
- Lost or stolen paycheck.
- Unexpected SNRHA charge that exceeds the residents ability to pay in one sum.

The manager shall document and obtain third party verification of the hardship claimed by the resident. The manager shall also document the reason for granting each request for a repayment agreement.

**Terms of Repayment Contracts (Not for Retroactive Rent)**

The maximum duration of any repayment agreement that a manager may approve shall be 12 months, inclusive of the month in which the down payment is made. The terms of all SNRHA repayment contracts shall be as follows:

<u>Balance Due</u>	<u>Payment Due</u>
\$26 - \$100	\$25 down and \$25 per month
\$101 - \$500	25% down and balance within 12 months with a minimum payment of \$35 per month
\$501 - \$1000	25% down and balance within 12 months with a minimum payment of \$50 per month
\$1001+	25% down and balance within 12 months with a minimum payment of \$75 per month

When the down payment required exceeds \$125, the manager may approve arrangements



resulting in the payment of the portion that exceeds \$125 in equal installments over a 2-month period. (This section does not refer to security or pet deposits)

### **Negotiating a Repayment Agreement**

Once the manager has determined that the resident is eligible, the parties will meet to address the terms of the agreement. The primary topics for the negotiation are the down payment, the amount of the subsequent monthly payments and the term/duration of the agreement. The negotiation shall be carried out in a professional and non-threatening manner.

When negotiating a repayment agreement for rent underpayment commonly called retroactive rent. The residents monthly payment must be what the tenant can afford to pay based on the family's income. The monthly payment plus the amount of the tenant's total tenant payment (TTP) at the time the repayment agreement is executed should not exceed 40% of the family's monthly adjusted income (unless the tenant agrees to pay more). However, SNRHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

#### **Example:**

- Family's monthly adjusted income is \$1,230.
- Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 40% of the family's monthly adjusted income is \$492.
- The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)

### **Repayment Time Period**

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

Managers should attempt to shorten the duration of the agreement by seeking the largest down payment and subsequent monthly payments that the resident can afford. Under no circumstances may the manager agree to a term that is in excess of 12 months or which requires a down payment of less than what is specified by SNRHA policy. The manager shall take into consideration factors of affordability when negotiating the terms of the repayment agreement.

Any Repayment Agreement negotiated for a term longer than the maximum 12 months, must be approved by the Director of Operations or Designee prior to conveyance to the resident.

The manager will also inform the resident that failure to abide by the terms of the agreement will be grounds for eviction for non-payment.

### **Executing the Repayment Agreement**

Once the terms of the agreement have been settled, the manager will fill out the Repayment Agreement form. The form will then be explained to the resident and both parties will sign it in the appropriate places. The manager will place the original of the agreement in the resident's



file and provide a copy to the resident once approved by the Director of Operations or designee for payment agreements over \$2,000. The resident must pay the down payment at the management office at the time the Repayment Agreement is signed.

All repayment agreements must be in writing, dated, signed by both the resident and SNRHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. In addition, the repayment agreements must contain the following:

- 1) Reference to the lease whereby the resident is in non-compliance and may be subject to termination of tenancy.
- 2) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to SNRHA.
- 3) Contain a clause whereby the terms of the agreement will be negotiated if there is a decrease or increase in the family's income of \$200 or more per month.
- 4) Include a statement that the monthly retroactive rent repayment amount is in addition to the family's monthly rent payment and is payable to SNRHA.

Late and missed payments constitute default of the repayment agreement and may result in termination.

#### **D. COLLECTION OF VACATED ACCOUNTS**

##### **Maintaining Information on Resident**

The manager should endeavor to maintain adequate data on the resident to permit skip tracing should the resident move out without notice or with a balance owing. A contact list for each resident should be developed which includes information such as names, addresses and phone number of:

- Relatives not living with the resident
- Current and former employers
- Current and former associates

This contact list should be regularly updated at the time of annual certification.

##### **Establishing Amount of Vacated Accounts Receivable**

When a resident vacates a unit, the manager will determine any amounts remaining due and payable to the SNRHA. The manager shall take the appropriate actions to have this amount deducted from the security deposit. If such amount exceeds the security deposit, a vacated resident account receivable is deemed to exist.

##### **Contact with Vacated Resident**

Within 30 days of the vacate date, the management staff shall prepare and send a letter to the last known address of the vacated resident. The letter should state the amount of money owed and the date and manner by which it is to be paid. The vacated resident should be instructed to contact the finance department immediately to discuss plans for payment.

In addition, the Finance Department shall prepare a notice to the local Credit Bureau informing



it of the identity of the vacated resident and the amount owed.

### **Use of Outside Collection Sources**

If after thirty (30) days the Accounting Department's attempts to collect from the vacated resident have been unsuccessful, the account may be turned over to the Collection Agency designated by the SNRHA to collect vacated accounts.

### **Write-Offs of Uncollected Vacated Accounts**

After the above collection efforts have been taken to collect vacated accounts have been taken, they shall be written off in accordance with the SNRHA's Write-Off Policy.

## **E. EVICTIONS FOR NON-PAYMENT**

### **Applicability**

All residents that have not paid their rents/charges in full by the expiration of the 30-day non-payment and/or 30-day lease violation notice shall be processed for eviction. The only exceptions are those residents that have valid, up-to-date repayment agreements in force.

### **Preparation of Documents**

On the day after the expiration of the applicable 30-day nonpayment or 30-day lease violation notice period, the manager shall review the accounts of all delinquent residents. The files of those residents that have not paid in full shall be pulled and the manager shall prepare the appropriate documentation per the Justice Court jurisdiction for the eviction of each delinquent resident:

### **Filing the Eviction Papers**

If the jurisdiction permits online court filing, the onsite manager will process the documentation in accordance with local laws. If this is not the case, the on site manager will manually process the forms in accordance with local laws.

If there is no challenge to the eviction action, the Constable can be expected to post the lockout notice within twenty-four (24) to seventy-two (72) hours. The manager must monitor the actions of the Constable in order to keep track of the date on which the lock-out can take place.

### **Executing the Eviction**

At the expiration of the lock-out notice, the manager shall:

- Schedule and coordinate lock-out with maintenance to change locks.

- Perform a lock-out inventory on the resident's possessions and place the completed inventory into the resident's file.

- Schedule maintenance to remove the resident's possessions and place them in temporary storage.

- Have the unit secured by changing the locks and boarding up the windows.



### **Lockout**

The former resident has 30 days from the date of the eviction lockout to claim their possessions from storage. In order to claim the possessions, the former resident must contact the management office to schedule a date and time to claim their possessions prior to the expiration of 30 days. The SNRHA must notify the former resident, in writing, 14-days prior to the expiration of the 30 days.

Any items left in storage longer than 30 days shall be disposed of and no longer available to be claimed. An extension to claim stored items must be requested in writing and approved by the Deputy and/or Director of Operations prior to the expiration of 30 days.

The SNRHA will report adverse information on residents who have voluntarily or involuntarily terminated participation in the program to HUD's national repository. This information will include any debts owed to the SNRHA or adverse action, including not limited to, criminal activity, fraud, lease violations, damages to the unit, etc. This information will be available to HUD employees, PHA employees, and contractor of HUD and PHA's.

## **E. RENT COLLECTION MONITORING**

### **Form HUD-52295**

Each month, the SNRHA will complete the HUD 52295 form for each community. Managers are encouraged to track the progress of their rent collection efforts by reviewing these forms when they are received.





**Chapter 14**  
**COMMUNITY SERVICE**  
[24 CFR 960.603-960.611]

**A. REQUIREMENT**

Each adult resident of the SNRHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month.

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The Director of Operations or designee will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify SNRHA in writing immediately. SNRHA will review the request and notify the individual, in writing, of its determination within 10 calendar days. SNRHA may require those individuals to provide documentation to support their claim.

**B. EXEMPTIONS**

The SNRHA shall provide an exemption from the community service requirement for any individual who:

Is a family that is currently participating and is in compliance with the Public Housing Family Self-Sufficiency Program.

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i] [I] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act; SNRHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or



Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency 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 program. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore if a tenant is a member of a family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that tenant is exempt from the CSSR. (PIH-2015-12 HA)

The SNRHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The SNRHA will permit residents to change exemption status during the year if status changes.

### **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by one of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan;

Participating in an educational or vocational training program designed to lead to employment, as long as their educational activities total at least 96 hours per year. A student would not need to be enrolled full time to be in compliance with the CSSR.

Activities administered through Help of Southern Nevada (HELP).

### **D. ANNUAL DETERMINATIONS**

Requirement – For each public housing resident subject to the requirement of community service, the SNRHA shall, 90 days before the expiration of each lease term or effective date of recertification, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

If SNRHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, SNRHA has the right to require third-party verification.

### **E. NONCOMPLIANCE**

If the SNRHA determines there is a family member who is subject to the community service requirement and has not complied with the requirement, the SNRHA shall notify the resident



of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the SNRHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The SNRHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the SNRHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

### **Continued Non-compliance**

If, after the 12 month cure period, the family member is still not compliant, SNRHA must terminate tenancy of the entire family, according to SNRHA's lease, unless the family provides documentation that the non-compliant family member no longer resides in the unit.

If the family reports that a non-compliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before SNRHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the non-compliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 calendar day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

### **Ineligibility for Occupancy for Noncompliance**

The SNRHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

## **F. SNRHA RESPONSIBILITY**

The SNRHA will ensure that all community service programs are accessible for persons with disabilities.

The SNRHA will ensure that:

The conditions under which the work is to be performed are not hazardous;



The work is not labor that would be performed by the SNRHA’s employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

**G. SNRHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

SNRHA will provide the family with a copy of the Community Service Policy found in Exhibit 14-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family’s request.

**H. ELIGIBLE COMMUNITY SERVICE REQUIREMENTS**

All community service performed will be verified by acceptable third part verification and may include:

Community Service with a Certified Resident Council, on site resident Service contractor.

Volunteering in community activities, such as clean up, graffiti removal, painting, neighborhood reduction of criminal activity such as resident patrol and neighborhood watch programs.

Community service with faith based organizations

Any other community service organization that is pre-approved by SNRHA

Public educational facility.



## Chapter 15

### FAMILY SELF-SUFFICIENCY STATEMENT OF POLICES

#### **PURPOSE:**

The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV and Project based Rental Assistance Demonstration (RAD) vouchers, FSS program and there is one Action Plan governing all.

#### **BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:**

An aggressive and innovative FSS program will yield numerous, positive benefits such as: increases in:

- earned income which directly results in a reduction of rental subsidy
- resident self-sufficiency through knowledge of community resources
- families' earning capacity which will strengthen the community

#### **PROGRAM COORDINATING COMMITTEE (PCC):**

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA FSS and Resident Opportunity and Self-Sufficiency (ROSS) programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD's requirement, SNRHA's PCC membership shall include the following:

- A (PH) resident and a (HCV) participant who has currently or previously received public assistance and has successfully completed or is currently enrolled in a self-sufficiency or welfare-to-work related program and is in compliance with these program obligations
- SNRHA FSS and ROSS Coordinators

SNRHA's PCC may also include representatives from:



- local agencies which administer employment and training programs
  - employers
  - private employment agencies
  - financial institutions
  - local post-secondary educational institutions
  - local welfare agency
- Child care providers
- the non-profit sector
- Onsite Service Providers

### **CERTIFICATION OF COORDINATION:**

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), Workforce Innovation and Opportunity Act (WIOA) funded partners, and various educational and training institutions.

### **GOALS AND OBJECTIVES:**

SNRHA's FSS program goals are to work with local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower participants to obtain employment that pays a living wage and be free from TANF (excluding child only) assistance.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Mandatory financial literacy education
- Career and personal case management
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services
- Incentives and recognition for achievements
- Participants are encouraged to attend a number of self-help workshops and seminars
- Housing counseling

### **PROGRAM MEASUREMENTS:**

The FSS Program will measure the successes of families who participate in the program by tracking:

- Suitable employment defined as work reasonably related to an individual's skills, qualifications and training which provides a living wage.
- Increases in earned income



- Increases in education level
- Decrease in government assistance
- Debt reduction
- Increase in saving

### **PROGRAM SIZE:**

SNRHA will operate a minimum program size of 450 voluntary slots.

### **ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:**

SNRHA owns 2,149 Public Housing units, has 785 Rental Assistance Demonstration (RAD) units and administers 12,586 Housing Choice Vouchers which together provide housing assistance to over 35,500 residents. Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resource are approximately 450.

The FSS Program is open to adults, ages 18 and over, when the Head of Household sign a contract, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin. SNRHA does not wish to operate a joint FSS program with other PHAs.

### **SUPPORTIVE SERVICES NEEDS:**

The following represents some of the most needed supportive services for program participants:

- Education
  - High School Equivalency Test (HiSET) preparation
  - Postsecondary education preparation
  - English as a second language (ESL)
  - Computer skills training
- Life Skills
  - Domestic Violence awareness and prevention
  - Home management
  - Self-enrichment
  - Child care
  - Parenting and child development
  - Transportation
  - Work – Life balance
  - Time management
- Financial Literacy
  - Credit counseling
  - Budgeting
  - Asset building



- Debt management
- Homebuyer education
- Banking
  
- Employment
  - Skills assessment
  - Vocational training
  - Resume building
  - Effective job search
  - Interview skills and techniques
  - Job placement and retention
  
- Health
  - Affordable health care
  - Social services
  - Addiction prevention
  - Mental health
  - Vision and dental
  - Wellness

#### **INCENTIVES TO ENCOURAGE PARTICIPATION:**

SNRHA offers many incentives to encourage FSS Program participation, including the following services:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities
- Access to housing counseling

#### **ASSURANCE OF NON-INTERFERENCE:**

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

#### **FAMILY SELECTION PROCEDURES:**

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicant

The Head of Household (HOH) must sign the FSS Contract of Participation (COP) before other family members can participate.





The program participant must be a current SNRHA resident/participant, 18 years or older. SNRHA

FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, posters, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail brochures to all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS Orientation sessions will be held as needed based on program enrollment and staffing levels

The FSS application process is as follows:

- The HOH must submit an interest form
- FSS Coordinators will verify the eligibility status of the resident
- Eligible HOH will be invited to an orientation session,
- During the orientation session, detailed program information will be shared to assist the HOH in making the decision to participate
- If the HOH decides to participate, a Pre-Assessment Form must be completed
- If the HOH decides not to participate, the family will be removed from the Interest List

The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.

Families who have successfully participated in SNRHA's Resident Opportunities and Self-Sufficiency (ROSS) program will be given preference and receive streamlined enrollment for FSS enrollment.

#### **METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:**

The FSS Coordinator will provide ongoing coordination and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are scheduled to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant's needs and their ongoing progress continues throughout the length of the FSS (COP). Employment and career development plans are made based on the assessment.



## CONTRACT OF PARTICIPATION:

The COP will be discussed in detail with eligible family members, prior to being signed by the HOH. Other household members, 18 or older, may enroll in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the HOH and the FSS Coordinator sign the COP. The

COP must include:

- a. Baseline information – annual income, earned income and Total Tenant Payment (TTP) for PH residents and 30% of monthly adjusted income for HCV participants b. ITSP which includes
  - a. Final goals one of which must be to maintain employment” for a minimum of 90 consecutive days immediately preceding completion of the program
  - b. Interim goals, one of which must be that all family members are TANF (excluding child only) free, for at least 12 consecutive months before the contract expires

During the term of the COP, changes may be made to the final goals within the first four years of the original contract date, unless there is an approved reasonable accommodation.

- Changes to ITSP - The FSS Coordinator will assist the client with changes.
- Changes to designated HOH SNRHA Management staff will make the determination to accept or reject the proposed HOH change.

The FSS participant has a right to grieve any negative decision(s) and may appeal within ten (10) calendar days. The participant shall have the opportunity to present written or oral objections to the Supportive Services Manager (SSM).

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### Case Files

The FSS Coordinator will maintain a hybrid paper/electronic case file for each FSS family. The file will contain the following documents:

- Contract of Participation
- ITSP(s)
- Interest form, FSS pre-assessment & assessment forms
- Escrow calculations and tracking forms
- Documentation of program participation
- Case notes detailing each contact with the participating family
- Extension and other related forms and letters
- Referral letters and other relevant correspondence
- Termination forms
- Other required forms, notices and correspondence



### Escrow Account Management

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.

The annual or interim recertification exam determines when and how much change there will be to the participant's portion of the rent, which may result in changes to the escrow accruals.

FSS escrow funds are combined and placed in HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts annually. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

### Interim Escrow Withdrawals

A HOH may be permitted to withdraw escrow funds for tuition assistance, professional testing, professional license, homeownership, and transportation (only to maintain employment) purposes<sup>1</sup> however, the participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)
- Be in program compliance with both FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS Support Group workshop within the last 6 months
- Be actively pursuing FSS goals
- Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program
- Provide receipt(s) verifying expenditure(s)

All written requests for interim disbursements will be submitted to the Supportive Services Manager, after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The Supportive Services Manager SMM has final approval.

The FSS Coordinator will inform the participant of the request results.

- If the request is approved, the interim escrow distribution check will be prepared within 10 business days.
- Within 10 business days after the escrow funds are received, the participant must

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<sup>1</sup> The escrow withdrawal cannot exceed 20% of total escrow amount, except for homeownership expense, which cannot exceed 90% of total escrow balance. In addition, for a disbursement for transportation the participant must contribute at least 15% of the total cost



- provide documentation/receipt(s).
- Failure to provide documentation/receipts, participant will be terminated from the FSS program.
- If the request is denied, the FSS Coordinator will mail, to the participant, a written notification stating the reason(s) for denial.
- There is no appeal process for interim disbursement requests

### Program Extensions

Contract extensions may be approved, up to two years, for active FSS participants under the following conditions:

- The participant demonstrates active participation and progress in the FSS program;
- FSS Contract goals have not all been met, but can realistically be reached within the extension period;
- Goals which have not been met due to circumstance beyond the control of the participant
- More time is needed for the participant to be free from welfare cash assistance for 12 continuous months.

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include the reason(s) for requesting the extension. To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.

There is no grievance process available when an extension is denied. Successful Completion of the Program

Successful completion of the FSS Program occurs at any time during the COP, if the following conditions are met, and the participant:

- Has a High School diploma or equivalent unless an exception is approved by the SSM and RPC.
- Has obtained suitable employment and achieved his/her personal goals stated on the FSS ITSP and
- SNRHA has certified that family members have not received welfare cash assistance during the previous twelve consecutive months;  
- or -
- 30% of a Housing Choice Voucher family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.



FSS participants may successfully complete the program in less than the five-year COP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

Participants who have successfully completed the FSS program and received an escrow check are not eligible for re-enrollment.

## **PROGRAM TERMINATION:**

### **Voluntary**

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum twelve months unless otherwise approved by the SSM Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the COP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program including but not limited to: committing fraud; failure to report changes in household composition and/or income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and SMM

The FSS escrow account will be forfeited. The family may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the SSM

### **Mutual Consent**

The HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow account will be forfeited.

### **Grievance Procedure**

In the event that the FSS Coordinator terminates a participant from the program, a termination letter will be mailed to the participant clearly stating the reason(s) for the decision. The participant will have ten (10) business days, from the date of the letter, to contact the Resident Program Coordinator (RPC) or designee.



Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the SSM.

If the participant does not agree with the decision of the SSM, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

### **Portability**

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency Program, under the following conditions:

- Open slots are available If slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the previous housing authority's FSS program
- Final goals can be attained by the time remaining on the COP
- SNRHA receives a valid signed COP and ITSP from the previous housing authority
- The participant signs a FSS COP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new COP will be executed for the remaining time of the initial Contract using the beginning income and family rent figures on the COP from the previous housing authority.

### **Port-Outs**

Participants who port to another housing authority will not be allowed to continue in the SNRHA FSS program.

All escrow funds will be forfeited except under the following conditions

- The receiving Housing Authority absorbs the Housing Choice Voucher
- The participant signs an FSS Contract of Participation within 6 months of the port out date

Under the above circumstance, the FSS escrow funds will be transferred to the receiving Housing Authority

### **CHANGES TO THE ACOP & ADMINISTRATIVE PLAN**

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent with same. Any necessary changes will be made to SNRHA policy as appropriate.



## Chapter 16

### RENTAL ASSISTANCE DEMONSTRATION (RAD) / PROJECT-BASED VOUCHERS

#### **INTRODUCTION**

This chapter describes HUD regulations and SNRHA policies related to the Project Based Vouchers program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the SNRHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the SNRHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the SNRHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be re-determined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

Part X: Rental Assistance Demonstration (RAD) Program.



## **PART I: GENERAL REQUIREMENTS**

### **16-I.A. OVERVIEW [24 CFR 983.]; FR NOTICE 1/18/17; NOTICE 2017-21**

The project-based voucher (PBV) program allows SNRHA that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. SNRHA may only operate a PBV program if doing so is consistent with the SNRHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)]. The PHA may not commit PBV until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 (Notice PIH 2011-54).

#### SNRHA Policy

SNRHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the SNRHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the SNRHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

While HUD's permission is not required to operate a PBV program, before SNRHA issues a Request for Proposal or makes a selection, SNRHA must submit the following information to HUD field office for review (24 CFR 983.6 (d)).

- The total amount of annual budget authority
- The percentage of annual budget authority to be project-based
- The total amount of the annual budget authority the PHA is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

### **16-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]**

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the SNRHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

#### SNRHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the SNRHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.





### **16-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. SNRHA may not use voucher program funds to cover relocation costs, except that SNRHA may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the SNRHA to ensure the owner complies with these requirements.

### **16-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]**

The SNRHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the SNRHA must comply with the SNRHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

## **PART II: PBV OWNER PROPOSALS**

### **16-II.A. OVERVIEW**

SNRHA must describe the procedures for owner submission of PBV proposals and for SNRHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, SNRHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56 as amended by 73 FR 71038], and meets the site selection standards [24 CFR 983.57].

### **16-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]**

SNRHA must select PBV proposals in accordance with the selection procedures in SNRHA administrative plan. The SNRHA must select PBV proposals by either of the following two methods.



- SNRHA request for PBV Proposals. The SNRHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the SNRHA request. The SNRHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- SNRHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

### **Solicitation and Selection of PBV Proposals [24 CFR 983.51 (c)]**

SNRHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the SNRHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the SNRHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

#### SNRHA Policy

#### SNRHA Request for Proposals for Rehabilitated and Newly Constructed Units

The SNRHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Asian Journal

Asian-American Times

El Tiempo

In addition, the SNRHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

The SNRHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the SNRHA estimates that it will be able to assist under the funding the SNRHA is making available. Proposals will be due in the SNRHA office by close of business 30 calendar days from the date of the last publication.



In order for the proposal to be considered, the owner must submit the proposal to the SNRHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The SNRHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;

- Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the SNRHA will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

#### SNRHA Requests for Proposals for Existing Housing Units

The SNRHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Asian Journal

Asian-American Times

El Tiempo

In addition, the SNRHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The SNRHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the SNRHA estimates that it will be able to assist under the funding SNRHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

- Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and



Extent to which units are occupied by families that are eligible to participate in the PBV program.

#### SNRHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

SNRHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

SNRHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

Las Vegas Review Journal/Sun

El Mundo

Las Vegas Asian Journal

In addition to, or in place of advertising, SNRHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The SNRHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the SNRHA goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

#### **SNRHA-owned Units [24 CFR 983.51(e), 983-59, and Notice PIH 2017-21]**

A SNRHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the SNRHA-owned units were appropriately selected based on the selection procedures specified in the SNRHA administrative plan. If the SNRHA selects a proposal for housing that is owned or controlled by the SNRHA, the SNRHA must identify the entity that will review the SNRHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of SNRHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity (such as a licensed, state-certified appraiser.) In addition, an independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing Quality Standards (HQS) inspections must also be conducted by an independent entity.

If the SNRHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determination and inspections.



Noncompetitive selections must also be reviewed to ensure that the selection was done properly particularly in regards to low-income housing tax credit (LIHTC) project applications not receiving the benefit of a commitment of PBV's by the PHA and that the comparable competition was held with three years of the project selection.

Prior to the submitting a proposal for PHA-owned units, the PHA must determine if there is any entity that is approvable by HUD and will be willing to perform required duties. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the SNRHA jurisdiction (unless the SNRHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

#### SNRHA Policy

The SNRHA may submit a proposal for project-based housing that is owned or controlled by the SNRHA. If the proposal for SNRHA-owned housing is selected, the SNRHA will use another entity to review the SNRHA selection and to administer the PBV program. The SNRHA will obtain HUD approval of entity prior to selecting the proposal for SNRHA-owned housing.

The SNRHA may only compensate the independent entity and appraiser from SNRHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The

SNRHA may not use other program receipts to compensate the independent entity and appraiser for their services. The SNRHA, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

#### **SNRHA Notice of Owner Selection [24 CFR 983.51(d)]**

The SNRHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

#### SNRHA Policy

Within 10 business days of the SNRHA making the selection, the SNRHA will notify the selected owner in writing of the owner's selection for the PBV program. The SNRHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the SNRHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the SNRHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The SNRHA will also post the notice of owner selection on its electronic web site.

The SNRHA will make available to any interested party its rating and ranking sheets and documents that identify the SNRHA basis for selecting the proposal. These documents will



be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The SNRHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The SNRHA will make these documents available for review at the SNRHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

#### **16-II.C. HOUSING TYPE [24 CFR 983.52]**

SNRHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of SNRHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

The SNRHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The SNRHA choice of housing type must be reflected in its solicitation for proposals.

#### **16-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS**

##### **Ineligible Housing Types [24 CFR 983.53]**

SNRHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the SNRHA may not attach or pay PBV assistance for a unit occupied by an owner and the SNRHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

##### ***High-rise Elevator Projects for Families with Children [24 CFR 983.53(b)]***

SNRHA may use high-rise elevator buildings for families with children if it makes a determination that there is no practical alternative. The SNRHA may make this initial determination for its project-based voucher program, in whole or in part, and need not review each project on a case-by-case basis.

##### SNRHA Policy

SNRHA will not use high-rise elevator projects for families with children.

##### **Subsidized Housing [24 CFR 983.54]**

SNRHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:



- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a SNRHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the SNRHA in accordance with HUD requirements.

#### **16-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]**

SNRHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

A subsidy layering review is not required prior to execution of a HAP contract for an existing housing project if a subsidy layering review was previously conducted by a State or local agency.

SNRHA must submit the necessary documentation to HUD for a subsidy layering review. The SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

#### **16-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT**

**25 Percent per Project Cap [24 CFR 983.56(a); FR NOTICE 1/18/17, and NOTICE 2017-21**



In general, the SNRHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

### **Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]**

As of April 18, 2017, units are not counted against the 25 percent per project cap if the units are *excepted units* in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as *qualifying families*).

SNRHA must include in the SNRHA'S administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A SNRHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the

SNRHA'S administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

SNRHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The SNRHA administrative plan must state the form and frequency of such monitoring.

#### SNRHA Policy

SNRHA will provide PBV assistance for excepted units.

Supportive Services being provided may include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.

### **Promoting Partially-Assisted Projects [24 CFR 983.56(c)]**

SNRHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A *partially assisted project* is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

SNRHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family project. SNRHA may also determine not to provide PBV assistance for excepted units, or the SNRHA may establish a per-project cap of less than 25 percent.





### SNRHA Policy:

SNRHA will provide assistance for excepted units. Beyond that, the SNRHA will not impose any further cap on the number of PBV units assisted per project.

Supportive Services being provided may include services such as employment and training, counseling, case management, financial, and social services, or other services as deemed appropriate for the population served, provided by SNRHA or other public or private agencies. At least one member of each family must participate in at least one session of a provided service.

## **16-II.G. SITE SELECTION STANDARDS**

### **Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]**

SNRHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the SNRHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the SNRHA Plan under 24 CFR 903 and the SNRHA administrative plan.

In addition, prior to selecting a proposal, the SNRHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

### SNRHA Policy

It is SNRHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the SNRHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, SNRHA will grant exceptions to the 20 percent standard where the SNRHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;



A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Under no circumstances will the SNRHA approve PBV assistance in a census tract with a concentration factor greater than 75 percent of the community-wide poverty rate or forty percent, whichever is lower.

**Note: Covered Projects under the RAD program do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which is 20 percent of the amount of budget authority allocated to a PHA under the Housing Choice Voucher program.**

#### **Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]**

SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

#### **New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]**

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the SNRHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;



- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

#### **16-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]**

SNRHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). SNRHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

SNRHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and SNRHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

SNRHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The SNRHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

### **PART III: DWELLING UNITS**

#### **16-III.A. OVERVIEW**

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

#### **16-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]**



The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

#### **Lead-based Paint [24 CFR 983.101(c)]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

### **16-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The SNRHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

### **16-III.D. INSPECTING UNITS**

#### **Pre-selection Inspection [24 CFR 983.103(a)]**

SNRHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, SNRHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, SNRHA may not execute the HAP contract until the units fully comply with HQS.

#### **Pre-HAP Contract Inspections [24 CFR 983.103(b)]**

The SNRHA must inspect each contract unit before execution of the HAP contract. The SNRHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

#### **Turnover Inspections [24 CFR 983.103(c)]**

Before providing assistance to a new family in a contract unit, SNRHA must inspect the unit. SNRHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

#### **Project-Based Annual Inspections [24 CFR 983.103(d)]**

At least annually during the term of the HAP contract, the SNRHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.



If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, the SNRHA must reinspect 100 percent of the contract units in the building.

#### **Other Inspections [24 CFR 983.103(e)]**

SNRHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The SNRHA must take into account complaints and any other information coming to its attention in scheduling inspections.

SNRHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting SNRHA supervisory quality control HQS inspections, the SNRHA should include a representative sample of both tenant-based and project-based units.

#### **Inspecting SNRHA-owned Units [24 CFR 983.103(f)]**

In the case of SNRHA-owned units, the inspections must be performed by an independent agency designated by SNRHA and approved by HUD. The independent entity must furnish a copy of each inspection report to SNRHA and to the HUD field office where the project is located. The SNRHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by SNRHA-owner.

### **PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS**

#### **16-IV.A. OVERVIEW [24 CFR 983.151]**

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

#### **16-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT**

In order to offer PBV assistance in rehabilitated or newly constructed units, SNRHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and SNRHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the SNRHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.



### **Content of the Agreement [24 CFR 983.152(c)]**

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by SNRHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

### **Execution of the Agreement [24 CFR 983.153]**

The Agreement must be executed promptly after SNRHA notice of proposal selection to the selected owner. However, the SNRHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the SNRHA may not enter into the Agreement until the environmental review is completed and the SNRHA has received environmental approval. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission.

#### SNRHA Policy

SNRHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

### **16-IV.C. CONDUCT OF DEVELOPMENT WORK**

#### **Labor Standards [24 CFR 983.154(b)]**

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.



The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The SNRHA must monitor compliance with labor standards.

#### **Equal Opportunity [24 CFR 983.154(c)]**

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

#### **Owner Disclosure [24 CFR 983.154(d) and (e)]**

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

#### **16-IV.D. COMPLETION OF HOUSING**

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

#### **Evidence of Completion [24 CFR 983.155(b)]**

At a minimum, the owner must submit the following evidence of completion to the SNRHA in the form and manner required by the SNRHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At SNRHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

#### SNRHA Policy

SNRHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The SNRHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

#### **SNRHA Acceptance of Completed Units [24 CFR 983.156]**

Upon notice from the owner that the housing is completed, the SNRHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The SNRHA must also determine if the owner has submitted all required evidence of completion.



If the work has not been completed in accordance with the Agreement, the SNRHA must not enter into the HAP contract.

If SNRHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the SNRHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

## **PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

### **16-V.A. OVERVIEW**

SNRHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

### **16-V.B. HAP CONTRACT REQUIREMENTS**

#### **Contract Information [24 CFR 983.203]**

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set-aside for occupancy by qualifying families; and
- The initial rent to owner for the first 12 months of the HAP contract term.

#### **Execution of the HAP Contract [24 CFR 983.204]**

SNRHA may not enter into a HAP contract until each contract unit has been inspected and SNRHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after SNRHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after SNRHA has inspected the completed units and has determined that





the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

#### SNRHA Policy

For existing housing, the HAP contract will be executed within 10 business days of SNRHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of SNRHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

#### **Term of HAP Contract [24 CFR 983.205, FR NOTICE 1/18/17, and PIH NOTICE 2017-21**

SNRHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than twenty years for HAP contracts entered into on or after June 30, 2008.

#### SNRHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, SNRHA may extend the term of the contract for an additional term of up to twenty years if SNRHA determines an extension is appropriate to continue providing affordable housing for low-income families. The maximum term for all extensions is twenty years and is subject to the same limitations that an extension is appropriate to continue providing affordable housing for low-income families. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

#### SNRHA Policy

When determining whether or not to extend an expiring PBV contract, SNRHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

#### ***Termination by SNRHA [24 CFR 983.205(c)]***

The HAP contract must provide that the term of SNRHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by SNRHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment



of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, SNRHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

***Termination by Owner [24 CFR 983.205(d)]***

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to SNRHA. In this case, families living in the contract units must be offered tenant-based assistance.

**Remedies for HQS Violations [24 CFR 983.207(b)]**

SNRHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If SNRHA determines that a contract does not comply with HQS, SNRHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

SNRHA Policy

SNRHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

**16-V.C. AMENDMENTS TO THE HAP CONTRACT**

**Substitution of Contract Units [24 CFR 983.207(b)]**

At SNRHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, SNRHA must inspect the proposed unit and determine the reasonable rent for the unit.

**Addition of Contract Units [24 CFR 983.207(b)]**

At SNRHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of SNRHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the

HAP contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

SNRHA Policy

SNRHA will consider adding contract units to the HAP contract when SNRHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:



The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

#### **16-V.D. HAP CONTRACT YEAR, ANNIVERSARY, AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

#### **16-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]**

When the owner executes the HAP contract the owner certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by SNRHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and
- The family does not own or have any interest in the contract unit.

#### **16-V.F. ADDITIONAL HAP REQUIREMENTS**

##### **Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]**



The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with SNRHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

SNRHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

#### SNRHA Policy

SNRHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The SNRHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

#### **Vacancy Payments [24 CFR 983.352(b)]**

At the discretion of the SNRHA, the HAP contract may provide for vacancy payments to the owner for a SNRHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the SNRHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

#### SNRHA Policy

SNRHA will decide on a case-by-case basis if the SNRHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments. Vacancy payments shall only be made when SNRHA has not referred clients to management for a period of 30 calendar days.

### **PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS**

#### **16-VI.A. OVERVIEW**

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.



### **16-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]**

SNRHA may select families for the PBV program from those who are participants in SNRHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and SNRHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the SNRHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

#### SNRHA Policy

SNRHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

### **In-Place Families [24 CFR 983.251(b)]**

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by SNRHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the SNRHA's waiting list. Once the family's continued eligibility is determined ( SNRHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and SNRHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

### **16-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]**

SNRHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The SNRHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the SNRHA. If the SNRHA chooses to offer a separate waiting list for PBV assistance, the SNRHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If SNRHA decides to establish a separate PBV waiting list, the SNRHA may use a single waiting list for the SNRHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.



### SNRHA Policy

SNRHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. SNRHA currently has waiting lists for the following PBV projects:

- Juan Garcia Gardens**
- Coronado Drive Senior Housing**
- Patriot Place Apartments**
- Allegiance Apartments**
- Wardell Street Townhouses**

**SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program conversion to PBV assistance properties:**

- Biegger Estates (Rental Assistance Demonstration [RAD] Program)**
- Rose Gardens (Rental Assistance Demonstration [RAD] Program)**
- Espinoza Terrace (Rental Assistance Demonstration [RAD Program])**
- Landsman (Rental Assistance Demonstration [RAD Program])**
- Vera Johnson “B” (Rental Assistance Demonstration [RAD Program])**
- Lubertha Johnson Estates (Rental Assistance Demons [RAD Program])**
- Marion D. Bennett Sr. Plaza (Rental Assistance Demon [RAD Program])**
- Archie Grant (Rental Assistance Demonstration [RAD Program])**

### **16-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]**

Applicants who will occupy units with PBV assistance must be selected from SNRHA’s waiting list. SNRHA may establish selection criteria or preferences for occupancy of particular PBV units. SNRHA may place families referred by the PBV owner on its PBV waiting list.

#### **Income Targeting [24 CFR 983.251(c)(6)]**

At least 75 percent of the families admitted to the SNRHA’s tenant-based and project-based voucher programs during SNRHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

#### **Units with Accessibility Features [24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the SNRHA must first refer families who require such features to the owner.



### **Preferences [24 CFR 983.251(d)]**

SNRHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. SNRHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although SNRHA is prohibited from granting preferences to persons with a specific disability, SNRHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If SNRHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), SNRHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

#### SNRHA Policy

SNRHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). SNRHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

### **16-VI.E. OFFER OF PBV ASSISTANCE**

#### **Refusal of Offer [24 CFR 983.251(e)(3)]**

SNRHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the SNRHA’s selection policy;
- Remove the applicant from the tenant-based voucher waiting list.



### **Disapproval by Landlord [24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

### **Acceptance of Offer [24 CFR 983.252]**

#### ***Family Briefing***

When a family accepts an offer for PBV assistance, SNRHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, SNRHA must provide a briefing packet that explains how the SNRHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### ***Persons with Disabilities***

If an applicant family's head or spouse is disabled, SNRHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, SNRHA must have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible PBV unit.

#### ***Persons with Limited English Proficiency***

SNRHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. .

## **16-VI.F. OWNER SELECTION OF RESIDENTS**

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)](2) and (a)(3).

### **Leasing [24 CFR 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the SNRHA from the SNRHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the SNRHA's subsidy standards.

### **Filling Vacancies [24 CFR 983.254(a)]**

The owner must promptly notify SNRHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, SNRHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. SNRHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.





### SNRHA Policy

The owner must notify SNRHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

SNRHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

### **Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]**

If any contract units have been vacant for 120 or more calendar days since owner notice of the vacancy, the SNRHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

### SNRHA Policy

If any contract units have been vacant for 120 calendar days, the SNRHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The SNRHA will provide the notice to the owner within 10 business days of the 120<sup>th</sup> day of the vacancy. The amendment to the HAP contract will be effective the first day of the month following the date of the SNRHA's notice.

### **16-VI.G. TENANT SCREENING [24 CFR 983.255]**

#### **SNRHA Responsibility**

SNRHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the SNRHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

### SNRHA Policy

SNRHA will not conduct screening to determine a PBV applicant family's suitability for tenancy. SNRHA shall screen for program eligibility. The management must determine tenancy screening requirements.

SNRHA must provide the owner with an applicant family's current and prior address (as shown in SNRHA records) and the name and address (if known by the SNRHA) of the family's current landlord and any prior landlords.

In addition, SNRHA may offer the owner other information SNRHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. SNRHA must provide applicant

families a description of SNRHA policy on providing information to owners, and SNRHA must give the same types of information to all owners.



### SNRHA Policy

SNRHA will inform owners of their responsibility to screen prospective residents, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. SNRHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

### **Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

## **PART VII: OCCUPANCY**

### **16-VII.A. OVERVIEW**

After an applicant has been selected from the waiting list, determined eligible by SNRHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

### **16-VII.B. LEASE [24 CFR 983.256**

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

### **Form of Lease [24 CFR 983.256(b)]**

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted residents in the locality or premises, the same lease must be used for assisted residents, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted residents, the owner may use another form of lease, such as a SNRHA model lease. SNRHA may review the owner's lease form to determine if the lease complies with state and local law. If the SNRHA determines that the lease does not comply with state or local law, the SNRHA may decline to approve the tenancy.

### SNRHA Policy

SNRHA will not review the owner's lease for compliance with state or local law.

### **Lease Requirements [24 CFR 983.256(c)]**

The lease for a PBV unit must specify all of the following information:



- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

#### **Tenancy Addendum [24 CFR 983.256(d)]**

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the SNRHA (the names of family members and any SNRHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

#### **Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]**

The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for “good cause,” or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, the SNRHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

#### **Changes in the Lease [24 CFR 983.256(e)]**

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the SNRHA a copy of all changes.

The owner must notify the SNRHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the SNRHA and in accordance with the terms of the lease relating to its amendment. The SNRHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

#### **Owner Termination of Tenancy [24 CFR 983.257]**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.



### ***Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]***

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

### ***Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]***

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by SNRHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive calendar days.

### **Security Deposits [24 CFR 983.258]**

The owner may collect a security deposit from the tenant. The SNRHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted residents.

#### SNRHA Policy

SNRHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The SNRHA has no liability or responsibility for payment of any amount owed by the family to the owner.

## **16-VII.C. MOVES**

### **Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]**

If SNRHA determines that a family is occupying a wrong size unit, based on the SNRHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, SNRHA must promptly notify the family and the owner of this determination, and the SNRHA must offer the family the opportunity to receive continued housing assistance in another unit.

#### SNRHA Policy



SNRHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the SNRHA's determination. The SNRHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance

If SNRHA offers the family a tenant-based voucher, the SNRHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the SNRHA).

If SNRHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the SNRHA, or both, the SNRHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the SNRHA.

#### SNRHA Policy

When SNRHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the SNRHA will terminate the housing assistance payments at the expiration of this 30-day period.

SNRHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

#### **Family Right to Move [24 CFR 983.260]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the SNRHA. If the family wishes to move with continued tenant-based assistance, the family must provide the manager with a 60 day intent to vacate notice and be in good standing under their current lease (meaning not under an eviction not owing a debt to the PBV development). A copy of the notice shall for forwarded to the SNHRA staff for placement on its tenant based PBV waitlist. The SNHRA will notify families and management when there is no funding available for tenant-based vouchers as well as when funding becomes available again. 60 day Intent to Vacate Notices shall not be accepted during a period of time when there has been written notice provided that there is not tenant-based funding available.

If the family terminates the lease in accordance with these requirements, SNRHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, SNRHA must give the family priority to receive the next available opportunity for continued tenant-based assistance, when funding is available.



If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

#### **16-VII.D. CHOICE MOBILITY CAP/VOUCHER TURNOVER CAP [24 CFR 983.261]**

SNRHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- Specifically made available for elderly or disabled families; or
- Specifically made available for families receiving supportive services as defined by the SNRHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by SNRHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per project cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by the SNRHA, and the SNRHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the SNRHA.

#### SNRHA Policy

SNRHA will not provide PBV assistance for excepted units.

### **PART VIII: DETERMINING RENT TO OWNER**

#### **16-VIII.A. OVERVIEW**

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner’s request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.



### **16-VIII.B. RENT LIMITS [24 CFR 983.301]**

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the SNRHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

#### **Certain Tax Credit Units [24 CFR 983.301(c)]**

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds a SNRHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- 110 percent of the fair market rent or any approved exception payment standard minus the utility allowance for owner paid utilities;
- The reasonable rent; or
- The rent requested by the owner.

#### ***Definitions***

*A qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

#### **Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]**

When determining the initial rent to owner, SNRHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, SNRHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the SNRHA may for



initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, SNRHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to the project-based voucher programs.

### SNRHA Policy

Upon written request by the owner, the SNRHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The SNRHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the SNRHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the SNRHA determines it is necessary due to SNRHA budgetary constraints.

### **Redetermination of Rent [24 CFR 983.302]**

SNRHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

### ***Rent Increase***

If an owner wishes to request an increase in the rent to owner from the SNRHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by SNRHA. Rental increases must be submitted 60 calendar days prior to the anniversary date of the HAP contract for the participant.

SNRHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

### SNRHA Policy

An owner's request for a rent increase must be submitted to the SNRHA 60 calendar days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

SNRHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

### ***Rent Decrease***





If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

### ***Notice of Rent Change***

The rent to owner is redetermined by written notice by SNRHA to the owner specifying the amount of the redetermined rent. SNRHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

### **SNRHA Policy**

SNRHA will provide the owner with at least 30 calendar days written notice of any change in the amount of rent to owner.

### **SNRHA-owned Units [24 CFR 983.301(g)]**

For SNRHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. SNRHA must use the rent to owner established by the independent entity.

### **16-VIII.C. REASONABLE RENT [24 CFR 983.303]**

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by SNRHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

### **When Rent Reasonable Determinations are Required**

SNRHA must re-determine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a ten percent or greater decrease in the published FMR in effect 60 calendar days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- SNRHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same project; or
- There is any other change that may substantially affect the reasonable rent.

### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, SNRHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.



### ***Comparability Analysis***

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include unassisted units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by SNRHA. The comparability analysis may be performed by SNRHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

### **SNRHA-owned Units**

For SNRHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for SNRHA-owned units to the SNRHA and to the HUD field office where the project is located.

### **Owner Certification of Reasonable Rent**

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, SNRHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

### **16-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL**

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

#### **Other Subsidy [24 CFR 983.304]**

At its discretion, a SNRHA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.



### ***Combining Subsidy***

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

### **Rent Control [24 CFR 983.305]**

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

## **PART IX: PAYMENTS TO OWNER**

### **16-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]**

During the term of the HAP contract, SNRHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and SNRHA agree on a later date.

Except for discretionary vacancy payments, the SNRHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the SNRHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

### **16-IX.B. VACANCY PAYMENTS [24 CFR 983.352]**

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if SNRHA determines that the vacancy is the owner's fault.

#### SNRHA Policy

If SNRHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, SNRHA will notify the landlord of the amount of housing assistance payment that the owner must repay. SNRHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of SNRHA, the HAP contract may provide for vacancy payments to the owner. SNRHA may only make vacancy payments if:

- The owner gives SNRHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;



- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the SNRHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by SNRHA and must provide any information or substantiation required by SNRHA to determine the amount of any vacancy payment.

#### SNRHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the SNRHA of the vacancy in accordance with the policy in Section 17-VI.F regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the SNRHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the SNRHA within 10 business days of the SNRHA's request, no vacancy payments will be made.

#### **16-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by SNRHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in SNRHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by SNRHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by SNRHA. The owner must immediately return any excess payment to the tenant.

#### **Tenant and SNRHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for DF nonpayment by the SNRHA.

Likewise, SNRHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. SNRHA is not responsible for paying the tenant's portion of rent, or any other claim by the owner, including damage to the unit. SNRHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claims by the owner.

#### **Utility Reimbursements [24cfr 982.514(B)]**

If the amount of the utility allowance exceeds the total tenant payment, SNRHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.



SNRHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the SNRHA chooses to pay the utility supplier directly, the SNRHA must notify the family of the amount paid to the utility supplier.

#### SNRHA Policy

The SNRHA will make utility reimbursements to the family.

According to HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the PHA may elect to establish policies regarding frequency of utility reimbursement payments (URP) for payments made to the family,

1. The PHA will have the option of making URPs not less than each calendar-year quarter for reimbursements. In the event a family leaves the program in advance of its next quarterly reimbursement, the PHA would be required to reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for participants.
2. If the PHA elects to pay the utility supplier directly, the PHA must notify the family of the amount paid to the supplier.

At this time, SNRHA will continue issuing monthly checks for utility reimbursement.

### **16-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]**

#### **Meals and Supportive Services**

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

#### **Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized residents in the premises.

#### **RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM:**

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program at multiple properties as approved by HUD.

At the time of the RAD award the residents are temporarily housed at other public housing and market units.

Residents of record of the designated SNRHA RAD properties at the time of award will have the right of return to the property once construction and rehabilitation are completed. Residents will be offered units in accordance with their family composition at the time of reentry.



Units not occupied by returning residents will be occupied in accordance with the Administrative Plan eligibility, admissions, and selection policies for the Project Based programs in Housing Choice Voucher (Section 8) program.

Existing residents are not subject to re-screening, income eligibility or income targeting provisions in order to return to the designated property.

Existing residents who have been temporarily transferred, whose accounts reflect a security deposit will have the security deposit transferred at RAD closing, except in the case of the deposit being applied for unpaid rent or tenant-caused damage. Tenant is responsible for payment of any remaining security deposit due.

Resident monthly rent increases of greater than 10% or \$25 purely as a result of conversion will be phased in over 3 years or extended up to 5 years by the PHA. Increases will automatically be applied on the first day of the month of the effective date of recertification.

Renewal of Lease: Under current regulations at 24 CFR 982.257 (b)(c), upon lease expiration, SNRHA shall renew all leases unless cause exist.

Residents occupying the RAD, Project Based Conversion property may be eligible to receive a Section 8 voucher after 1 year of occupancy if regular tenant-based vouchers are available and appropriate 60-day written notice is provided to management. Tenant and tenant's household must be in good standing and meet eligibility requirements for the PHA's, HCV (Section 8) program prior to being issued a voucher.

If the families are currently enrolled in PH Family Self-Sufficiency (FSS) after the RAD conversion, SNRHA shall enroll them in its HCV FSS program. Resident under RAD not enrolled in PH FSS at the time of conversion will not be eligible to participate in the program.

Residents shall have the right to establish and operate a resident organization and be eligible for participation funding.

**Resident Procedural Rights [PIH-2012-32 (HA), REV-2]:**

The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

**Termination Notification:**

HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
  - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - ii. In the event of any drug-related or violent criminal activity or any felony conviction;



- b. 30 days in the case of nonpayment of rent; and
- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, the such shorter period shall apply.

**Grievance Process:**

Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR 982.555. RAD will specify alternative requirements for 24 CFR 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR 982.555 (a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's right, obligations, welfare, or status.
  - i. For any hearing required under 24 CFR 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR 982.555(4)(i).
  - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

**Earned Income Disregard (EID) [24 CFR 5.617]:**

Residents who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24CFR 960.255. After conversion, no other residents will be eligible to receive the EID. If a tenant receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR 960.255, the tenant will no longer receive the EID exclusion and the owner will no longer be subject to the provisions of 24 CFR 960.255. Further, residents whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate level based upon tenant income at that time.

With HUD's Final Rule dated March 8, 2016, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule," the requirements changed that families maintain continual employment in order to obtain EID benefits over a straight 24-month period. The Final Rule removes this requirement for continuous employment and benefits now applies for a straight 24-month period, with a clear start and end date, irrespective of whether a family



maintains continual employment during the 24-month period. SNRHA shall not track start and stop time of employments but shall track start date, the 12-month date (on which the amount of the disregard may change from 100 % to not less than 50% of earned income) and the 24-month end date. For families enrolled prior to the effective date of this regulation (March 8, 2016) the previous requirement shall continue.

**Low-Income Housing Tax Credits (LIHTCs):**

PHA's are encouraged to use LIHTCs and, if eligible, historic preservation tax credits, to support recapitalization. If a RAD conversion project has utilized tax credits as part of its financial plan, there are additional income restrictions that apply to the property. Current residents still have the right to return to the property after conversion; however, if the household income exceeds the tax credit income limits, SNRHA will work with the family to explore potential alternate and desirable permanent relocation possibilities.





## The Southern Nevada Regional Housing Authority's (SNRHA) Affirmative Furthering Fair Marketing Policy

It is the responsibility of the SNRHA and its contract management agents to conduct all marketing activities in an open and clear manner, with all marketing information available in both English and any other language used by at least five percent of the program eligible Limited English Proficiency (LEP) population of the locality which currently is Spanish; containing the Fair Housing logo; and in a manner that reaches those eligible families least likely to apply for housing and/or be aware of our Scattered-site and Housing Choice Voucher homeownership options; Family Self-Sufficiency Program; Housing Counseling; Family Unification and/or other Services.

1. Marketing and informational materials will:
  - a. Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
  - b. Describe the housing units, application process, waiting list and preference structure accurately and conduct and track outreach for its Family Self-Sufficiency and Housing Counseling Programs;
  - c. Use clear and easy to understand terms and more than strictly English-language and other-language print media;
  - d. Contact agencies that serve potentially qualified applicants least likely to apply (e.g. persons with disabilities or members of racial or ethnic minority groups) to ensure that accessible/adaptable units are offered to applicants who need these features and that all minorities are notified;
  - e. Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
  - f. Be clear about the SNRHA's responsibility to provide reasonable accommodations to people with disabilities.
  - g. Develop partnerships with non-profit organizations that provide services to those populations that are least likely to apply, including disabled clients for SNRHA programs and services.
  - h. Advertise through minority printed media and when feasible radio and television stations to promote programs and service.
  - i. Develop marketing tools such as brochures and posters that shall be distributed throughout our community as various social service offices and non-profit organizations to ensure information is available via multiple marketing outreach methods.
  - j. Schedule bi-lingual staff to speak at cultural events to promote the SNRHA's programs and services.
  - k. Participate with the County of Clark in the development of its Affirmative Further Fair Housing Plan which is part of its Consolidated Plan.
  - l. Ensure all participants and residents are aware of the Scattered-Site and Section 8 Housing Choice Voucher homeownership option by ensuring notices in both English and Spanish are available in all lobbies and adding a brief description for the programs to our initial and annual re-certification process.



2. In order to identify and then market effectively to those eligible families least likely to apply, SNRHA or its contractor shall, at every three years perform the following actions to document the effectiveness of its marketing and outreach strategy:
  - a. Prepare a property-by-property demographic breakdown that identifies the number and percentage of residents who are:
    - 1) Elderly families (Head, spouse or sole member age 62 or older);
    - 2) Disabled families (Head, spouse or sole member is a person with disabilities);
    - 3) White/Caucasian families;
    - 4) Black/African American families;
    - 5) Asian families;
    - 6) Hawaiian/Pacific Islander families;
    - 7) Native American/Alaska Native families;
    - 8) Hispanic/Latino families;
    - 9) Non-Hispanic/Non-Latino families;
  - b. Prepare a breakdown of each site-based waiting list and any citywide waiting list that breaks down the number and percentage of applicants by the categories listed above;
  - c. Using the most recent demographic information for the City, the SNRHA shall determine the number and percentage of income eligible families, first all eligible families using the categories above, then subdividing the eligible families by income tier and the categories above as follows:
    - 1) Extremely low income families (incomes less than 30 percent of area median income, adjusted for family size);
    - 2) Very low income families (incomes between 31 and 50 percent of area median income adjusted for family size);
    - 3) Lower income families (incomes between 50 and 80 percent of area median income adjusted for family size).
  - d. Compare the data on property demographics and waiting list demographics to the citywide eligible family data to determine whether there are any categories of eligible families who are under-served (i.e., 10 percent or more difference) by age, disability, race or ethnicity.
  - e. Using data on unit turnover, determine the number, size, type (accessible, adaptable and non-accessible/adaptable) and locations of apartments likely to become vacant in the next 12 months.
  - f. Review the applicable waiting lists against the likely availability projections from step (e) above, and determine whether any waiting lists that are presently closed will be re-opened.
  - g. If there are any under-served categories of families including Limited English Proficiency (LEP persons) determine where those families are currently located and design a marketing campaign to reach those families.



- h. The campaign should, at a minimum,
- 1) be aimed at families for whom the waiting list is open;
  - 2) be presented in the appropriate language;
  - 3) use all appropriate media;
  - 4) describe the housing opportunities including homeownership of scattered-site units to eligible families available at SNRHA simply but accurately;
  - 5) contain both the Fair Housing Logo and Fair Housing language;
  - 6) describe how an interested family can get additional information about the Authority's housing opportunities;
  - 7) be coordinated with SNRHA's LEP Outreach Plan;
  - 8) advertise widely within the community;
  - 9) making efforts to ensure the building and communications that facilitate applications and services delivery are accessible to persons with disabilities;
  - 10) provide fair housing counseling services or referrals to fair housing agencies;
  - 11) inform participants of how to file a fair housing complaint, including the toll free number for housing discrimination;
  - 12) recruit FSS coordinators and all other staff community'
  - 13) recruit landlords and service providers in areas that expand housing choice to program participants.
  - 14) Ensure record keeping includes race; ethnicity and familial status and disability status of program participants.

These marketing activities shall be conducted at least quarterly and shall include direct marketing activities to the population who is Limited English Proficient. Advertisement shall be printed in Las Vegas major publications, our one African American, two Spanish newspapers and other minority newspapers within Las Vegas. Additionally, we shall distribute information via facsimile to over 40 government and non-profit organizations that work directly with low-income families including those who are LEP. Radio and Television appearance shall be scheduled, to the extent possible to also promote all housing programs including scattered-site homeownership and Housing Choice Voucher Homeownership options to eligible participants. SNRHA shall maintain tracking records reflecting our efforts as it relates to affirmatively furthering fair housing opportunities.

**Addendum:**

SNRHA shall further ensure additional reasonable steps are taken to affirmatively further fair housing in regards to any Family Unification Vouchers awarded from HUD. These reasonable steps shall include:

1. Identifying and ensuring certifications of FUP eligible families and youth that may be placed on SNRHA's waiting list and ensuring that the family or youth maintaining their original position on the waiting list after certification.



2. Appropriately placing all FUP eligible families and youth referred from the PCWA on the HCV waiting list in order of first come, first serve.
3. Informing applicants on how to file a fair housing complaint including the provision of the toll-free number for the Housing Discrimination Hotline 800-669--9777.



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

### **SNRHA Firearms Policy**

This Policy is intended by SNRHA to promulgate reasonable rules and regulations which are fair, effective, and consistent with the law as interpreted by the U.S. Supreme Court in Heller and McDonald, the laws and court decisions of the State of Nevada, and any other applicable law.

#### ***I. General Policy***

##### **A. Definitions:**

1. “Authority Property” means all Authority real property, housing units, Authority offices and other buildings, Common Areas, sidewalks, open spaces, easements and other appurtenances to Authority real property.
2. “Authority Representative” means members of the Authority’s Board of Commissioner, Authority officers, Authority management, independent contractors, and/or others working for or on behalf of the Authority (collectively, “Authority Representatives”).
3. “Common Area” means an area of Authority Property that is not under a resident’s exclusive control as provided under the resident’s lease. Some examples of Common Areas include open space, hallways, steps outside of a resident’s unit, sidewalks, grassy areas, playgrounds, laundry rooms, recreation rooms, computer labs, daycare and aftercare centers, schools, easements, and other appurtenances to Authority property, etc.
4. “Firearm” shall include, but not be limited to pistols, revolvers, semi-automatic handgun, other handguns, rifles, shotguns, and any other instrument capable of being held and fired by a single person, that propels a projectile by means of explosive charge of firearm powder or other explosive propellant, mechanical (spring) action, gas or compressed air, capable of killing or injuring another person or an animal.
5. “Occupant” means a person authorized by the Authority to reside in the Resident’s housing unit. Examples include family members and live-in aides.



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

6. “Resident” means a lawful public housing resident of the Authority who is the head of household, the spouse, or the co-head of household, on the on the lease. It also includes tenants of other properties that are Rental Assistance Demonstration (RAD) properties or tenants of former public housing developments that have converted to Section 8 assistance.
  
7. “Sensitive Area” includes an area designated as such by the Authority in which the carrying, possession or use of firearms may be restricted or prohibited, including but not limited to: Authority offices, buildings, open spaces, laundry rooms, kitchens, restrooms, maintenance offices or buildings, parking areas, (except in the course of transporting it to and from a Resident’s unit or other action permitted under this policy and state and local law) community rooms or centers, or property reserved for a school, daycare, playground or other area used by minor children, and other areas under the exclusive control or occupancy of the Authority or its commissioners, directors, officers, and or employees, except as may be permitted for the transportation or possession of firearms by this policy or otherwise allowed under state and local law. Buildings, residences, Common Areas, and other Authority Property designated for elderly and/or disabled also are Sensitive Areas. Sensitive Areas shall be designated by appropriate signage at their common entrance point(s).

### **B. Right to Possess Firearms:**

1. Residents and Other Authority-Authorized Occupants:  
Lawful Public housing residents of the Authority (“Residents”) and other Authority-authorized occupants of federally assisted public housing have a right to lawfully possess legal Firearms within their unit for purposes of self-defense and any other purpose permitted by law. Residents may not possess Firearms within their units or elsewhere on Authority Property in a manner inconsistent with the terms of this Policy.
  
2. Authority Commissioners, Officers and Employees:  
Authority Representatives have a right to lawfully possess legal Firearms for purposes of self-defense and any other purpose permitted by law. Authority Representatives may not possess Firearms within Authority offices, buildings, Common Areas, Sensitive Areas, or



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

elsewhere on Authority Property in a manner inconsistent with, or prohibited by, applicable federal, state or local laws or inconsistent with the terms of this policy.

### **3. Excepted Firearms:**

No person may lawfully possess in a housing unit or otherwise on Authority Property any fully automatic Firearm, machine Firearm, sawed off shotgun, assault weapon (as defined by specific state or federal statute), large capacity magazines unless allowed under state law, large capacity ammunition feeding devices, grenade launcher, rocket propelled grenade (RPG) launcher, or other firearm or ammunition prohibited by applicable state or federal law.

### **4. Excepted Person:**

All persons prohibited from possession of a Firearm under federal law (18 USC 922), as it may be amended, may not possess a Firearms on Authority Property including but not limited to:

- a. A convicted felon with a history of violence whose civil right to possess a Firearms has not been restored by applicable law;
- b. A person who unlawfully uses, or is addicted to, any controlled substance (as defined in section 102 of the Controlled Substances Act, 21USC 802) or abuses alcohol, in a manner that poses a threat to the person or others;
- c. Aliens who are illegally or unlawfully in the United States or have been admitted to the US under a non-immigrant visa;
- d. A person who is subject to a domestic violence restraining or protective order;
- e. A person having a conviction for domestic assault;
- f. A fugitive from justice;
- g. A person who has been dishonorably discharged from the military;
- h. A person adjudged mentally defective or found of unsound mind in a court of competent jurisdiction; and
- i. A person who has renounced US citizenship.

Likewise, all persons prohibited from possession of a Firearm under state or local laws of the State of Nevada, as may be amended, may not possess a Firearm on Authority Property.



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

Additionally, a person who the Authority determines, based upon objective evidence, constitutes a danger to his or herself or others shall not possess a Firearm on Authority Property. The Authority shall maintain and publish a list of said persons, and shall give notice to each person determined ineligible of their inability to possess a firearm on Authority Property.

### **C. Guests:**

Except as otherwise authorized or restricted by federal, state, or local law, guests of a Resident may lawfully possess a Firearms on Authority Property only in the Resident's unit, while transporting Firearm to and from the unit, or otherwise in conformity with this Policy and all applicable federal and state laws.

Except as otherwise authorized or restricted by federal, state, or local law, guests of an Authority Representative may lawfully possess a Firearms on Authority Property only within the guest or Authority Representative's vehicle in an Authority parking lot or otherwise in conformity with this Policy and all applicable federal and state laws.

## **II. Rules and Regulations**

### **A. Discharge:**

No person shall discharge a Firearm on Authority Property except as authorized by federal, state, or local law.

### **B. Brandishing:**

With the exception of inside of a Resident's housing unit, no person shall brandish, take out, or show in a threatening manner a Firearm on Authority Property, except for the purpose of self-defense or other purpose authorized by federal, state, or local law.

### **C. Common Areas:**

Except as otherwise authorized or restricted by federal, state, or local law, no Resident or other person shall possess or carry a Firearm in any Common Area except to transport the Firearm to and from a Resident's unit.





## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

### D. Sensitive Areas:

No person shall possess or carry a Firearm in a Sensitive Area. The Authority shall post signs indicating where Firearms are not permitted. However, the failure of the posting of a sign in an aforementioned sensitive area shall not render this Policy inapplicable as to that sensitive area.

### E. Commercial Activity:

No person shall engage in the business of buying and/or selling Firearms or ammunition within any resident's unit or elsewhere on Authority Property.

### F. Children and Minors:

All Firearms and ammunition permitted under the terms of this Policy shall be kept in a secure area out of the reach of children and minors. The use of trigger locks, Firearm safes, and other safety precautions that do not render the Firearm inoperable are strongly recommended.

### G. Due Care:

Residents and guests shall at all times exercise reasonable care when handling Firearms, ensuring the safety of household members and others. No person shall threaten others, verbally or otherwise, with the use or potential use of a Firearm. Firearms shall not be used or displayed in any manner that threatens others, except in the course of self-defense.

### H. Provision of Policy to Residents and Authority Representatives and Incorporation of Policy in PHA Documents:

The Authority shall include and/or incorporate the Policy in all Resident leases, House Rules, and Family Obligations. The Authority shall make a copy of this Policy available to every Resident and Authority Representative.

## **III. Inspection and Registration Requirements**

### A. Firearms Licenses or Permits:

All firearm licenses or permits required under federal, state, or local law for the possession of Firearm shall be presented to the Authority for inspection and registration with the Authority and for copying and placement in the Resident or Employee file *before* the Firearm is brought onto Authority Property. Such license or permit shall be provided to the Authority's Executive Director or Designee. Photo copies or facsimile will not be considered acceptable.



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

In the case of a guest of a Resident or Authority Representative, or other person under their control, the Resident/Employee is responsible for ensuring that this requirement is met by their guest or other person under their control *before the guest's Firearm is brought onto Authority Property*. Failure of such person desiring to possess a Firearm on Authority Property to provide a current Firearm license or permit to the Authority, when such a license or permit is required by federal, state, or local law, shall mean that the person *shall not be permitted* to possess such firearm on Authority Property, unless and until a current Firearm license or permit is presented to the Authority for registration, inspection and copying. When a Firearm license or permit expires, *it must be renewed before the Firearm will be permitted on Authority Property*, including within a Resident's housing unit.

### **B. Concealed Carry and Open Carry:**

In the event that state or local law permits the open and/or concealed carry of Firearms, Firearms *shall not* be concealed, openly carried, or otherwise brought into Sensitive Areas, including, but not limited to, Authority buildings and offices. The same registration, inspection and copying requirements set forth in A, above, shall apply to the concealed and/or open carrying of Firearms, should licenses or permits be required therefore under federal, state, or local law.

## **IV. Enforcement**

### **A. Residents:**

Material violations of this Policy, as determined by the Authority, shall be deemed a serious violation of a Resident's lease, enforceable by termination and/or eviction, at the Authority's sole discretion. Residents are responsible for the actions and conduct of their guests and others under their control with regard to such person's possession of firearms.

### **B. Other Persons:**

Any person not a Resident (including but not limited to Resident guests or other under the Resident's control, and Authority Representatives) who violates this Policy shall be subject to the same procedure to bar or "Trespass" non-Residents from the Authority's premises.

### **C. Trespassing and Barring:**

Persons who violate this Policy shall be subject to the Authority's policy to bar or "Trespass" the individual from the Authority's Property. Barred or trespassed



## **SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

persons shall not be permitted, at any time or for any purpose, on any Authority Property, wherever located, including within a Resident's housing unit. A barred or trespassed person who comes onto Authority Property is subject to arrest.

### **D. Reporting to Law Enforcement:**

The Authority shall report all violations of federal, state, or local law relating to the use and possession of Firearms to the appropriate law enforcement or other agency.

### **V. Appeals**

#### **A. Residents:**

A termination of benefits and/or eviction, or other adverse action undertaken by the Authority based upon a violation of this Policy, including the barment of persons from Authority Property due to violations of this Policy, shall be subject to the grievance procedures set forth in the Authority's current grievance policy. Only Residents/Participants have these grievance rights, not their guests or other under their control.

#### **B. Employees:**

A termination of employment, disciplinary action, or other action undertaken by the Authority, including the barment of persons from Authority Property due to violations of this Policy, based upon a violation of this Policy shall be subject to the grievance procedures set forth in the current CBA and/or Employee handbook. Only employees have these grievance rights, not their guests or others under their control.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### I. OVERVIEW

When SNRHA makes a decision that has a negative impact on a family, the family is often entitled to dispute the decision. For applicants, the dispute takes the form of an informal review; for participants, or for applicants denied admissions because of citizenship issues, the dispute takes the form of an informal hearing. For public housing and Rental Assistance Demonstration (RAD) residents, the dispute can be a multi-step process involving an informal settlement meeting and if needed a formal hearing.

### II. SNRHA GRIEVANCE PROCEDURE SUMMARY:

The Southern Nevada Regional Housing Authority (SNRHA) Grievance Policy and Procedure is available to all applicants, participants and residents of the following SNRHA Housing Program:

- Conventional Public Housing Program
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project-Based Voucher Program

The purpose of the SNRHA Grievance Procedure is to provide applicants, participants, and residents an opportunity for a hearing and/or due process review of SNRHA decisions that adversely affect their housing assistance.

### III. DEFINITIONS:

For the purpose of the SNRHA Grievance Policy and Procedure, the following definitions shall be applicable:

**Adverse Action** means a decision made by SNRHA to terminate or deny housing assistance to a family.

**Applicant** means a family who requests SNRHA housing assistance by submitting an application for housing to the following housing program(s) but is not yet a participant or resident:

- Conventional Public Housing
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

**Asset Manager** means the SNRHA employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

**Business Days** means days that SNRHA is open for business. This does not include weekends or holidays.

**Calendar Days** means consecutive days on the calendar including weekends and holidays.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



**Conventional Public Housing Program** means federally subsidized housing owned and managed by SNRHA.

**Decision** means a written determination of a Grievance prepared by the SNRHA Hearing Officer.

**Denial** means a refusal affecting a person's eligibility status.

**Dispute** means to question the validity or truth of an administrative action taken by SNRHA.

**Family** means the individual who is listed as the head of household on a SNRHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Choice Voucher Program participant.

**Formal Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

**Grievance** means a dispute submitted by a SNRHA applicant, participant or resident about a SNRHA decision that adversely affects the family's housing assistance or eligibility thereof.

**Grievant** means an applicant, public housing resident, Section 8 Housing Choice Voucher participant or Rental Assistance Demonstration tenant who submits the dispute referenced in the paragraph above.

**Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

**HUD** means the Department of Housing and Urban Development.

**Informal Hearing** means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 Housing Choice Voucher participant disputes an adverse action which has been taken or is proposed to be taken by SNRHA.

**Informal Review** means a review of a grievance and all related oral and documentary evidence, of the decision that gave rise to the grievance, conducted by the SNRHA official, a designee, or Hearing Officer, in consultation with the grievant.

**Informal Settlement** means a written agreement between a SNRHA Asset Manager and a Public Housing Resident or a Property Manager and a Rental Assistance Demonstration (RAD) tenant that resolves a grievance without a formal hearing.

**Involuntarily Displaced** means having to move from a residence through no fault of your own.

**Live-In Aide** means a person who resides with a disabled household member, who's sole purpose is to provide 24 hour/7 day a week care for the disabled household member and who would not otherwise be living in the assisted unit. A Live-In Aide is not considered a member of the resident family even if the person is a relative of the family, and has no right to retain the assistance of the disabled household member.

**Participant** means a family in the Section 8 Housing Choice Voucher Program that holds a valid



## SNRHA GRIEVANCE POLICY AND PROCEDURE



voucher issued by SNRHA; or Currently occupies a unit assisted under the Section 8 Program; or Continues to occupy an assisted unit after the SNRHA suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or Has made a timely request for a transfer voucher; or Has made a timely request for an informal Hearing.

**Preponderance of Evidence** means evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proven is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Resident** means adult persons listed on a SNRHA public housing lease who live in a SNRHA public housing apartment or scattered site home; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

**Section 8 Housing Choice Voucher (HCV) Program** means federally assisted housing program administered through the SNRHA and where landlords own the units in the private sector.

**SNRHA** means the Southern Nevada Regional Housing Authority.

**Substandard Housing** means a unit that is not livable according to HUD definition.

**Tenant** means adult persons listed on a lease who live in a SNRHA Rental Assistance Demonstration (RAD) housing unit; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

**Unit** means a residential space for the private use of a family.

## IV. GRIEVANCE PROCEDURES

### A. INFORMAL REVIEWS

Informal Reviews are provided for program applicants. The Informal Review is intended to provide a “minimum hearing requirement” and need not be as elaborate as Informal or Formal Hearings. The Informal Review will be conducted by the Hearing Officer or designated person selected by SNRHA, depending on the program.

#### **Decisions Subject to Informal Review**

SNRHA must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any or all of the following:

- Denying listing on a SNRHA waiting list
- Withdrawal from a SNRHA waiting list
- Denying a claim for a federal preference
- Denial of assistance based on an unfavorable history that may be the result of domestic violence dating violence, sexual assault or stalking
- Denying or withdrawing a voucher



## SNRHA GRIEVANCE POLICY AND PROCEDURE



- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal Reviews are *not* required for the following reasons:

- Discretionary administrative determinations by SNRHA
- General Policy issues or class grievances
- A determination of the family unit size under the SNRHA occupancy or subsidy standards
- A determination not to grant approval of tenancy
- A determination that the unit is not in compliance with HQS or UPCS standards
- A determination that the unit is not in accordance with the HQS due to family size or composition.

### 1. Notification to the Applicant

SNRHA must give an applicant prompt notice of a decision denying assistance. The notification must be provided to the applicant in writing, detailing the following:

- a. The basis for the determination.
- b. The procedures to request an informal review of the determination. An informal review request form shall be included with the notification.

### 2. Informal Review Request Procedures

An applicant may request an informal review if they are determined ineligible for the following reasons:

- Undeliverable mail
- Unsuitability as a tenant
- Unfavorable criminal history report
- Unfavorable management report
- Non-responsive to SNRHA requests, notices or appointments

- a. The applicant must submit a written request for an informal review of the determination within ten (10) calendar days of the date of the notification. The request for the informal review shall be submitted to the department that issued the notice. In the case of waiting list ineligibility, the request would be submitted to:

SNRHA Admissions Department  
5390 East Flamingo Road  
Las Vegas, Nevada 89122

- b. Upon receipt of the request, the Department Head or his/her designee shall review the request and the applicant's file to determine if the notification is in accordance with HUD regulations and SNRHA Policy.
  - If the Department Head or his/her designee determines that the notification of ineligibility was in error, the file will be reinstated and no informal review will be required.
  - If the Department Head or his/her designee determines that no errors have been made, a hearing packet will be forwarded to the hearing office for processing. The hearing packet must include the following:
    1. The notice of ineligibility



## SNRHA GRIEVANCE POLICY AND PROCEDURE



2. The application for assistance
3. Any documentary evidence to be presented at the informal review appointment.
4. A cover sheet with the client name, client number, the program, a description of the determination.

### 3. The Informal Review Meeting Notification

Upon receipt of the hearing packet, the Hearing Officer shall review the packet and determine whether the determination of ineligibility and the request for an informal review has been made in accordance with **HUD regulations and SNRHA Policy**.

- If the Hearing Officer determines that the determination of ineligibility was not in accordance with HUD regulations or SNRHA Policy, the Department will be notified that an error has been made with instructions to reinstate the applicant's file.
  - If the Hearing Officer determines that the request for an informal review has not been made in accordance with SNRHA Policy, the Hearing Officer will send a notice of denial of the informal review request with an explanation of why the request has been denied.
  - If the Hearing Officer determines that the notification of ineligibility and the request for an informal review comply with regulations and policies, an appointment for the informal review will be scheduled within ten (10) business days of receipt of the hearing packet.
  - A written notice of the appointment will be mailed to the address the client indicated on the informal review request form or the last known address, if no address is provided. The appointment letter must include the following:
    - Client name
    - Client number
    - Appointment date and time
    - Appointment location
    - Grievant Rights and Responsibilities
- A copy of the appointment letter will be forwarded to the referring department.

### 4. Informal Review Meeting

The Hearing Officer shall conduct the Informal Review meeting. The applicant and/or his/her authorized representative shall be in attendance together with the SNRHA official responsible for making the ineligibility determination at issue or a department designee who has been apprised of the determination and the reasons for the determination. The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

### 5. Presentation of Evidence

During the Informal Review:

- The SNRHA official responsible for making the ineligibility determination or his/her designee shall be required to provide the regulatory and/or policy





## SNRHA GRIEVANCE POLICY AND PROCEDURE



basis for the determination at issue together with any related documentary evidence,

- The applicant and/or his/her authorized representative shall be afforded the opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

### 6. The Informal Review Decision Notification

Within eight (8) business days of the date of the Informal Review Meeting, the Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

### 7. The Informal Review Decision

The person conducting the review is responsible for making the final decision as to whether assistance should be granted or denied. In rendering a decision, the Hearing Officer will evaluate whether or not the grounds for denial were stated factually in the notice, the validity of the grounds for the denial, the validity of the evidence and whether the facts prove the grounds for the denial. The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting
- The names of person in attendance
- The decision
- The applicable policy and/or regulatory provisions
- A statement that the Informal Review Decision is final and if the applicant believes that SNRHA practice/decision is discriminatory he/she has the right to submit a complaint to:

The United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
One Sansome St.  
San Francisco, CA 94104  
(800) 424-8590  
(800) 424-8529 (TDD)

If the family fails to appear for their informal review, the denial of admissions will stand and the family will be so notified. Failure to appear for in person Informal Review appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered **failure to appear**.

### B. INFORMAL SETTLEMENT MEETING

Residents/Tenants of the Conventional Public Housing or Rental Assistance Demonstration (RAD) Programs who are notified of a decision that adversely affects the resident's rights, duties, welfare or status as a Resident/Tenant may submit a Grievance in writing to the Manager's office to determine whether the Grievance can be settled informally.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 1- Informal Settlement Meeting

After receiving notice of the adverse action from the Management Office, the written grievance request must be personally presented to the management office with jurisdiction for the unit in which the grievant resides within ten (10) calendar days. Upon written receipt from a resident/tenant, the Manager shall schedule a meeting with the grievant to discuss the issues presented by the Notice of Adverse Action. The purpose of the meeting is to determine whether the Grievance can be resolved without a Formal hearing.

The Manager will review the request, schedule and conduct the meeting within ten (10) calendar days.

The grievant will be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant rights and responsibilities

The meeting may be held in person at a location specified in the appointment letter or may be held telephonically or via a secure internet platform.

The Manager and resident/tenant will discuss the grievance informally; an attempt will be made to settle the grievance informally, by discussion, without a hearing.

If the grievant does not request a Grievance within ten (10) calendar days of the Notice of Adverse Action, the disposition of the action shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest the action in disposing of the grievance in an appropriate judicial proceeding.

The grievant may not skip the Informal Settlement Meeting in order to request a Formal Hearing.

### 2- Informal Settlement Meeting Summary

The Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Settlement Meeting
- The nature of the grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The Formal Hearing request procedures (including the request form)

The written summary shall be prepared and provided to the Grievant within five (5) business days of the date of the meeting. A copy of the letter must be mailed to the grievant with proof of mailing via certificate of mail.

If the Grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a Formal Hearing, in writing, within ten (10) calendar days.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### C. FORMAL HEARING

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a Formal Hearing. A Formal Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident/tenant disputes an adverse action, which has been taken or is proposed to be taken by the SNRHA or the Manager.

#### 1 - Hearing Request

The grievant may request a hearing by submitting a written hearing request to the Manager or SNRHA Central Office at SNRHA Hearing Office 340 N. 11<sup>th</sup> Street Las Vegas, NV 89101, within ten (10) calendar days of the date of the written Informal Settlement Meeting Summary.

If the grievant does not request a formal hearing within ten (10) calendar days of the Informal Settlement Summary, the disposition of the grievance shall become final. Failure to request a formal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the resident/tenant's lease or other rule or regulation, as well as the resident/tenant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the formal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

#### 2 - Hearing Procedure

The Formal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Formal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed



## SNRHA GRIEVANCE POLICY AND PROCEDURE



to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.

- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all Management's witnesses on whose testimony or information management will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and management.***
- Failure to appear at the Formal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Formal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

### 3 Formal Hearing Decision

The Formal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within eight (8) business days of the initial hearing regardless of the request for additional information.

Within eight (8) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
  - The date, time and location of the hearing
  - The names of the parties and their representatives in attendance at the hearing
  - The name of the Hearing Officer
- ***Background***
  - A brief, impartial statement of the reason for the hearing



## SNRHA GRIEVANCE POLICY AND PROCEDURE



- ***Summary of the Evidence***
  - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
  
- ***Finding of Facts***
  - The hearing officer will include all findings of fact, based on a preponderance of evidence.
  
- ***Conclusion***
  - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
  
- ***Order***
  - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on management unless:

- The grievance does not concern SNRHA/management actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

### **4 – Hearing Decisions Regarding Eviction**

A decision of the Hearing Officer in favor of the grievant must specify which provision of the resident's lease, other rule, SNRHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:



## SNRHA GRIEVANCE POLICY AND PROCEDURE



- Local, State or Federal law;
- Resident's lease;
- SNRHA rules or regulations;
- SNRHA Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to SNRHA

When the Hearing Officer affirms the SNRHA decision to terminate the Grievant's tenancy, SNRHA/management must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that overrule the Hearing Officer's Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the grievant.

### **D. EXPEDITED GRIEVANCE PROCEDURE**

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed Termination of tenancy due to criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the housing premises.

The expedited hearing procedure shall be listed on all Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within twenty-four (24) hours after service of the notice to request that the procedure be expedited.

- Upon notification by the manager, the Hearing Officer will schedule the Expedited Hearing to take place within three (3) business days.
- The Hearing Officer will create an appointment letter, which the manager will hand deliver to the resident or post on the resident's door. The Hearing Officer will also send a copy by regular mail via the United States Postal Service.
- After completion of the Expedited Hearing, the Hearing Officer will render a decision within three (3) business days.
- A copy of the decision letter will be forwarded to the manager and the original will be mailed to the resident by regular mail via the United States Postal Service.
- The manager may hand deliver a copy of the letter to the resident in order to expedite the notice to the resident.

### **E. INFORMAL HEARINGS FOR PARTICIPANTS**

SNRHA must offer an Informal Hearing for certain SNRHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the HCV program and is currently assisted in the program. The purpose of



## SNRHA GRIEVANCE POLICY AND PROCEDURE



the Informal Hearing is to consider whether SNRHA's determination related to the family's circumstances were in accordance with the law, HUD regulations and SNRHA policies.

SNRHA is not permitted to terminate a family's assistance until the time allowed for the family to request an Informal Hearing has elapsed and any requested hearing has been completed. SNRHA will provide a thirty (30) day notice or more prior to termination unless the family has been confirmed as a skip or a deceased person. This shall provide adequate time for the participant to request a hearing and a hearing to be scheduled. Deceased clients with no eligible remaining family member shall have the contract terminated the last day of the month in which the death occurred.

### **1- Informal Hearing Request**

The grievant may request a hearing by submitting a written hearing request to the HCV Department at 380 N. Maryland Pkwy Las Vegas, NV 89101 or SRHA Central Office at SNRHA Hearing Office 340 N. 11<sup>th</sup> Street Las Vegas, NV 89101, within ten (10) calendar days of the date of notice of adverse action.

If the grievant does not request an informal hearing within ten (10) calendar days of the notice of adverse action, the notice of adverse action shall become final. Failure to request an informal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the participant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the informal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

### **2- Informal Hearing Procedure**

The Informal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Informal Hearing shall be governed by the following due



## SNRHA GRIEVANCE POLICY AND PROCEDURE



process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.
- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all SNRHA's witnesses on whose testimony or information SNRHA will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and SNRHA.***
- Failure to appear at the Informal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Informal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

### 3- Informal Hearing Decision

The Informal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within eight (8) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
  - The date, time and location of the hearing
  - The names of the parties and their representatives in attendance at the hearing
  - The name of the Hearing Officer





## SNRHA GRIEVANCE POLICY AND PROCEDURE



- ***Background***
  - A brief, impartial statement of the reason for the hearing
- ***Summary of the Evidence***
  - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- ***Finding of Facts***
  - The hearing officer will include all findings of fact, based on a preponderance of evidence.
- ***Conclusion***
  - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
- ***Order***
  - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant's program status.

The decision of the Hearing Officer is binding on SNRHA unless:

- The grievance does not concern SNRHA actions or failure to act, or that it did not concern a decision that adversely affected the Grievant's lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer's decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant's right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### F. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an Informal Hearing, **not** an Informal Review.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the SNRHA hearing is pending, but assistance to an applicant may be delayed pending completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the SNRHA informal hearing process, does not preclude the family from exercising the right, that may be otherwise available, to seek redress directly through judicial procedures.

The notice of denial or termination of assistance for noncitizens must advise the family:

- That assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination.
- The family may be eligible for proration of assistance.
- In the case of an HCV participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518]
- That the family has the right to request an appeal to the USCIS of the results of the secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an Informal Hearing with SNRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the Informal Hearing process.

#### 1- USCIS Appeal Process [24 CFR 5.514(e)]

When SNRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, SNRHA must notify the family of the results of the USCIS verification within ten (10) calendar days.

The family will have thirty (30) calendar days from the date of the notification to request an appeal of the USCIS results.

The request for appeal must be made by the family in writing directly to the USCIS.

The family must provide SNRHA with a copy of the written request for appeal and the proof of mailing.

#### 2- Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]



## SNRHA GRIEVANCE POLICY AND PROCEDURE



After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing.

The request for a hearing must be made either within thirty (30) calendar days of the date of the SNRHA notice of denial, or within thirty (30) calendar days of the USCIS appeal decision.

### **3- Informal Hearing Officer**

SNRHA must provide an informal hearing before an impartial individual, other than the person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. SNRHA has a designated Hearing Officer who will conduct such hearings.

### **4- Evidence**

The family must be provided the opportunity to examine and copy at the family's expense, and at a reasonable time in advance of the hearing, any documents in the possession of SNRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

- The family shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by SNRHA, and to confront and cross-examine all witnesses on whose testimony or information SNRHA relies.

### **5- Representation and Interpreter Services**

Family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, SNRHA will provide competent interpretation services, free of charge.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 6- Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape at their expense.

- HUD's Final Rules dated March 8, 2-16, entitled "Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule", states the hearing officer must maintain a log of all hearings. HUD shall provide the details of that log at a future date and SNRHA shall ensure compliance. HUD has also clarified that any party may obtain a copy of the hearing transcript *at their own expense*. Therefore, SNRHA shall ensure all hearings are recorded.

### 7- Hearing Decisions

SNRHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within eight (8) business days of the date of the informal hearing. The decision must state the basis for the decision.

The Hearing Officer's decision will be binding on SNRHA unless SNRHA's Board of Commissioners determines that:

- The grievance does not concern PHA actions or failure to act in accordance with or involving the grievant's rights, duties, welfare or status; or
- The decision of the Hearing Officer is contrary to applicable Federal, State, Local laws, HUD regulations or requirements of the Annual Contribution contract between HUD and SNRHA.

A decision by the hearing officer in favor of SNRHA or which denies the relief requested by the Grievant in whole or in part will not constitute a waiver of, nor affect in any manner, any rights the grievant may have to a judicial review in any judicial proceeding, which may thereafter be brought in this matter,

Per HUD's Final Rule, hearings may not be postponed more than five (5) business days and all parties must be advised.

### 8- Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request must be made wither within thirty (30) calendar days of the notice of termination, or within thirty (30) calendar days of the USCIS appeal decision.

For the Informal Hearing procedures that apply to resident families whose assistance is being terminated based on immigration status, see Sections E3 through E8 above.



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 9- **Retention of Documents** [24 CFR 5.514(h)]

SNRHA must retain the for a minimum of five (5) years the following documents that may have been submitted to SNRHA by the family, or provided to SNRHA as part of the USCIS appeal or the SNRHA Informal Hearing process:

- The application of assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an Informal Hearing
- The final Informal Hearing decision



## **Limited English Proficiency Plan**

### ***Executive Order 13166***

Most individuals living in the United States read, write, speak and understand English. There are many individuals, however, for whom English is not their primary language. Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by federally funded programs and activities.

The Southern Nevada Regional Housing Authority (SNHRA) is committed to ensuring the accessibility of its programs and activities to all eligible clients including those LEP persons. This policy is a guide for SNHRA staff to ensure responsible steps are taken to provide meaningful access to its programs and services to all eligible LEP persons.

SNHRA shall determine the need within its jurisdiction by assessing the balances of the four factors listed below:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program;
- (2) The frequency with which LEP persons come into contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- (4) The resources available to the agency and costs.

The analysis shall provide SNHRA with a baseline to determine what reasonable steps shall be taken to ensure meaningful access for LEP persons. Additionally, staff shall ensure that written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. This determination will be maintained for future audits/or reviews and shall be updated at least bi-annually.

#### **A. Vital LEP Documents**

SNHRA has established the following documents in its Public Housing Program as vital documents and shall ensure these documents are available in both English and Spanish.

If need is established by documented data that demonstrates an additional 5 percent LEP groups, then this same list of vital documents shall be translated into that language.

SNHRA Vital LEP Documents shall include:

- (a) Pre-Applications (when pre-applications are taken over the phone, bi-lingual staff with designated lines shall be advertised).
- (b) Full Applications
- (c) Personal Declaration Form
- (d) HUD allowable deduction notice
- (e) FSS Contract of Participation
- (f) FSS Outreach Notices
- (g) Helpful Hints Brochure
- (h) Annual Acknowledge Form
- (i) Report Change Notice
- (j) Hearing Request Form
- (k) Fair Housing Notices
- (l) Notice advising clients of free language assistance
- (m) Notice advising clients of reasonable accommodations
- (n) Interim Reporting Form
- (o) Continued Occupancy Form
- (p) Zero Income Packet
- (q) All public notice signs in lobby
- (r) Portability Notice
- (s) Guide to Local Resources
- (t) Zero Income Certification Form
- (u) SNHRA's Authorization for Release of Information
- (v) HUD Form 9886

Additionally, SNHRA shall include a "tag" on most other documents to inform LEP persons that if they cannot read the letter, document, brochure or notice they may contact one of SNHRA's bi-lingual staff for free translation/interpretation services. This tag to English written documents shall be in Spanish or required other languages as needed.

**B. Oral Language Services:**

Interpretation is the act of listening to something in one language (source language) and orally translating it into another language (target language). SNHRA shall provide bi-lingual staff in all areas that have direct contact with clients. Additionally, these staff shall have specialized knowledge of the area of service or programs that the LEP person is applying for or participating in. Staff shall be trained to ensure they understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles. To avoid undue burdens to LEP client due to delays in service, when interpretation is needed and is reasonable, it shall be provided in a timely manner. Staff shall have a current list of all bi-lingual staff and training on steps to assess additional contractual service providers.

SNHRA shall maintain a contract with a professional interpreting service provider to ensure all clients with LEP needs receive equal access to all programs and services. Staff shall be informed of this service and advised how to request said service and schedule appointments. This service shall be free to our clients. Client's appointment letters shall inform them to contact our agency prior to their appointment if they need an interpreter available to translate during their meeting.

SNHRA shall ensure its main telephone line have information translated in Spanish. This information shall inform clients of the free translation services available.

**C. Outreach:**

SNHRA shall conduct outreach in a method that is clearly inclusive of LEP persons identified through its annual analysis. Community partnerships have been developed to further assist in the enhancement of this Plan. All notices posted in printed media shall also be posted in our City's Spanish Newspapers and other minority publications. This plan will be coordinated with SNHRA's Affirmative Marketing Plan and shall include direct marketing strategies to promote homeownership options directly related to SNHRA's Scattered-Site Homeownership/ Section 8 and all other programs. Such outreach may include, but not be limited to, special briefings for LEP residents and participants to ensure they understand this program option as well as participating in community-wide homeownership events sponsored by agencies with direct contract with disabled and/or LEP persons. SNHRA shall provide telephone menus in the most common languages encountered on its main switchboards. Additionally, SNHRA shall include notices in local newspapers in languages other than English and provide notices in non-English language radio and television stations about the availability of language assistance services. Staff will make presentations through community organizations to target LEP persons.

**D. Staff Training:**

SNHRA shall ensure all staff receives a copy of its LEP Plan and training. This training shall address:

- (a) The types of services available to assist clients and how to access these services.
- (b) How to respond to LEP callers.
- (c) How to respond to written communications for LEP.
- (d) How to respond to a LEP person who has in-person contact with SNHRA staff.
- (e) How to ensure competency of interpreters and translation services.
- (f) How to remain in the role of an interpreter versus a counselor, adviser, etc.

This training shall be conducted for all new employees as part of their orientation and for all current employees to ensure full compliance.





***E. Posting:***

Signs in common areas and offices shall inform our public at the initial point of contact that SNHRA provides free translation services. These signs shall be in English and Spanish. Additional languages shall be added when outcomes of analysis demonstrated the need within our community.

Additionally, all other notices shall include a tag written in Spanish to inform clients that if they need a translation, how to reach the correct staff and/or request vital documents in Spanish.

***F. Monitoring and Updating the LEP Plan:***

SNHRA shall monitor the impact of its LEP Plan by seeking feedback from the community, and assessing potential LEP Plan modifications based on:

- a. Current LEP populations in service area or population encountered or affected;
- b. Frequency of encounters with LEP language group;
- c. Nature and importance of activities to LEP person;
- d. Availability of resources, including technological advances, additional resources, and costs imposed;
- e. Whether existing assistance is meeting the needs of LEP persons;
- f. Whether staff knows and understands the LEP plan and how to implement it;
- g. Whether identified sources for assistance are still available and viable.

The plan shall be updated as required to comply with Executive Order 13166.



## PROGRAM INTEGRITY ADDENDUM

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The SNRHA is committed to assure that the proper level of benefits is paid to all tenants, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The SNRHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the SNRHA policies for the prevention, detection and investigation of program abuse and tenant fraud.

### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will we undertake an inquiry or an audit of a tenant family arbitrarily. The SNRHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The SNRHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the SNRHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the SNRHA's attention, to investigate such claims.

The SNRHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The SNRHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if SNRHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the SNRHA knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the SNRHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies).



## **B. STEPS THE SNRHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the SNRHA expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The SNRHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

## **C. STEPS THE SNRHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The SNRHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertification, each tenant file will be reviewed. Such reviews shall include, but are not limited to:

Changes in reported Social Security Numbers or dates of birth.

Authenticity of file Documents.

Ratio between reported income and expenditures.

Review of signatures for consistency with previously signed file documents.



Observation. The SNRHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the SNRHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his /her reported income and no plausible explanation is given.

#### **D. THE SNRHA HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The SNRHA staff will encourage all tenant families to report suspected abuse to the property manager or Operations Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The property manager or Operations Manager will not follow up on allegations which are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a tenant of the SNRHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the SNRHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the property manager will initiate an investigation to determine if the allegation is true or false.



## **E. HOW SNRHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the SNRHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the SNRHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the SNRHA review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the SNRHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The SNRHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate SNRHA office. A high standard of courtesy and professionalism will be maintained by the SNRHA Staff Person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

## **F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE SNRHA**

Documents and other evidence obtained by the SNRHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file, or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among SNRHA Staff unless they are involved in the process, or have information which may assist in the investigation.



## **G. CONCLUSION OF THE SNRHA INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

## **H. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the SNRHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud) Whether the violation was intentional or unintentional What amount of money (if any) is owed by the tenant?

Is the family eligible for continued occupancy?

## **I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the SNRHA will propose the most appropriate remedy based upon the type and severity of the violation.

### **Procedural Non-compliance**

This category applies when the tenant "fails to" observe a procedure or requirement of the SNRHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the SNRHA.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected, or the procedure complied with.

The action which will be taken by the SNRHA if the procedure or obligation is not complied with by the date specified by the SNRHA.

The consequences of repeated or similar violations.

### **Procedural Non-compliance - Retroactive Rent**

When the tenant owes money to the SNRHA for failure to report changes in income or assets, SNRHA will issue a Notification of Underpaid Rent. This notice will contain the following:

A description of the violation and the date(s).



Any amounts owed to the SNRHA.

A 3 calendar day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Tenant Fails to Comply with SNRHA Notice. If the Tenant fails to comply with the SNRHA notice, and a material provision of the lease has been violated, the SNRHA will initiate termination of tenancy.

Tenant Complies with SNRHA Notice. When a tenant complies with the SNRHA notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

### **Intentional Misrepresentations**

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the SNRHA will evaluate whether or not:

the tenant had knowledge that his/her actions were wrong, and

the Tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrong-doing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation.

The act was done repeatedly.

A false name or social security number was used.

There were admissions to others of the illegal action or omission.

The tenant omitted material facts which were known to them (e.g., employment of self or other household member).

The tenant falsified, forged or altered documents.

The tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.



## **The Tenant Conference for Serious Violations and Misrepresentations**

When the SNRHA has established that material misrepresentation(s) have occurred, a tenant conference will be scheduled with the family representative and the SNRHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed adverse action by the SNRHA. The purpose of

such conference is to review the information and evidence obtained by the SNRHA with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the SNRHA. The tenant will be given 3 calendar days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the SNRHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the SNRHA will consider:

The duration of the violation and number of false statements.

The tenant's ability to understand the rules.

The tenant's willingness to cooperate, and to accept responsibility for his/her actions

The amount of money involved.

The tenant's past history

Whether or not criminal intent has been established.

The number of false statements.

If the tenant provides evidence that the tenant's original submissions and information were correct, the record will be documented and the investigation will be closed.

## **Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, the SNRHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

**Criminal Prosecution:** If the SNRHA has established criminal intent, and the case meets the criteria for prosecution, the SNRHA may:

Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Refer the case to HUD's RIGI, and terminate rental assistance.

**Administrative Remedies:** The SNRHA may:





Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

In cases of tenant error, termination of tenancy will be pursued only if the tenant refuses to make the new monthly rent payments or if the tenant refuses to repay the overpaid subsidy either by paying the entire amount or by entering into a repayment agreement with the SNRHA.

### **Timing of Action(s) Taken by SNRHA**

Before any adverse action is taken, the SNRHA will provide an opportunity for the tenant to review the facts of the case and supporting documentation, and to respond, consistent with the terms of the grievance procedures in this plan. Adverse action is defined as termination of tenancy, notice to vacate, implementation of increased tenant rent, filing of civil action, entering into a repayment agreement with the tenant.

Procedures to terminate tenancy will not begin until all applicable provisions of the grievance procedures (including timeframes) have been exhausted.

The Manager must correct tenant rent payments, execute a repayment agreement with the tenant, and if necessary, file a civil action to establish the agency's right to repayment upon issuance of the Hearing Officer's final decision, or if the tenant has waived his/her right



## GLOSSARY

### **I. TERMS USED IN DETERMINING RENT ANNUAL INCOME (24 CFR 5.609)**

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. 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.

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.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

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.

***NOTE:*** *Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b) (6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).



## **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

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

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

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

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

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).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.



Temporary, non-recurring, or sporadic income (including gifts).

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. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 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.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;



Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to: The

Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act



of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Disability Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.



For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **II. GLOSSARY OF HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit 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.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**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 (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.



**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** 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 and activities.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a community (e.g. elderly family in a community designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED PERSON.** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).





A person who has a physical, mental, or emotional impairment that:

Is Expected to be of long-continued and indefinite duration;

Substantially impedes his or her ability to live independently; and

Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

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

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.



**EXTREMELY LOW-INCOME FAMILY.** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAMILY.** The applicant must qualify as a family as defined by the PHA.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or service person" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**HANDICAPPED ASSISTANCE EXPENSES.** See Disability assistance expense.

**HANDICAPPED PERSON.** See Disabled person

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.**

A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.



A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR communities. Includes monthly interest reduction payments made to mortgagees of Section 236 communities and front-end loan discounts paid on BMIR communities.

**INVOLUNTARILY DISPLACED PERSON.** Former federal preference. Can be used as a local preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.



Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family community in which a portion of the total units receive community-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the community is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**OCCUPANCY STANDARDS.** [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.



**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 tenant-based assistance, community-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced or the remaining member of a tenant family.

**SPOUSE.** The marriage partner of the head of the household.

**SUBSIDIZED COMMUNITY.** A multi-family housing community (with the exception of a community owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or  
Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;



Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the community is owned by a Public Housing Agency;

A Public Housing Community.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who execute the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES.** Utilities mean water, electricity, gas, other heating, and refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

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



### **III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**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.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.



## Policy on Civil Rights and Disability Rights

### A. Nondiscrimination: The Fair Housing and Civil Rights Acts require that

1. The Southern Nevada Regional Housing Authority (SNRHA) shall not, on account of race, color, national origin, sex, sexual orientation, marital status, religion, familial status, age, perceived sexual orientation, gender identify or marital status or disability:
  - a. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs
  - b. Provide anyone housing that is different (of lower quality) from that provided others<sup>1</sup>
  - c. Subject anyone to segregation or disparate treatment
  - d. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
  - e. Treat anyone differently in determining eligibility or other requirements for admission
  - f. Deny anyone access to the same level of services<sup>2</sup> or
  - g. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
  - h. SNRHA shall not have any policies or procedures that support unlawful housing discrimination, which "may be established by a practice's discriminatory effect, even if not motivated by discriminatory intent."
  - i. SNRHA shall not have any practice that has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates increases, reinforces, or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status, or nation origin.
  - j. SNRHA will explicitly prohibit "land use rules", ordinances, policies, or procedures that restrict or deny housing opportunities or otherwise make unavailable or deny dwellings to persons because of race, color, religion, sex, handicap, familial status, or national origin.
  - k. SNRHA shall prohibit the practice of providing to persons in residential real estate-related transactions information that is "inaccurate or different from that provided other, because of race, color, sex, handicap, familial status, or natural origins."

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<sup>1</sup> PHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

<sup>2</sup> This requirement applies to services provided by PHA and services provided by others with PHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.





1. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status.
2. SNRHA's policy on nondiscrimination in Public Housing Occupancy is in the Admissions and Continued Occupancy Policy.
3. SNRHA's policy on nondiscrimination in Section 8 Housing Choice Voucher (HCV) Program Occupancy is in the Section 8 Administrative Plan.
4. SNRHA's policy on nondiscrimination for employees is in the Employee Handbook and Collective Bargaining Agreement.
5. SNRHA shall include a nondiscrimination statement in all job announcements and announcements for contracted work through our procurement departments on behalf of our agency.
6. SNRHA's policy on nondiscrimination for its Affordable Housing Program shall be included in its Affordable Housing Manual.
7. All advertisements shall include a non-discrimination statement.
8. SNRHA's 504 Coordinator is the person charged with ensuring that persons with disabilities are provided with the same level of benefits and services as all other clients.

**B. Informing Applicants/Residents and Participants of their Civil and Disability Rights**

1. Key policy documents are required to be posted on bulletin boards in application offices, property management offices, and the Section 8 office.
2. Policy documents shall be provided to persons with disabilities in a format that is understandable to them.
3. Every applicant for housing shall be asked whether he/she or any family member needs a reasonable accommodation, which may include methods of communication other than plain language paperwork, or special features in a housing unit because of a disability.
4. SNRHA staff shall make every effort to assist applicants, participants, and residents who request information or assistance with the exercise of their civil and disability rights.
5. Any applicant, participant, or resident who believes that he/she is the victim of discrimination, based upon membership in a protected class, shall have an opportunity to file a complaint with SNRHA. If the complaint is not resolved to the applicant, participant, or resident's satisfaction, SNRHA shall advise the client of their right to complete and submit HUD's Fair Housing Complaint form.
6. Staff is familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to applicants.
7. Housing management staff is also familiar with SNRHA's obligations to modify its physical facilities and they can explain these obligations to residents. Unit



modification shall only be approved by SNRHA's 504 Coordinator.

8. Section 8 HCV staff is familiar with SNRHA's obligations to provide reasonable accommodations in program administration and they can explain these obligations to applicants and program participants.

### C. Eligibility for Unit Modifications and Reasonable Accommodations (RAs)

1. The Authority's obligation to make unit modifications and reasonable accommodations for individuals with disabilities is predicated on two facts:
  - a. The person on whose behalf the request is made qualifies as an "individual with disabilities" and
  - b. The person's request can be verified to be needed because of the person's disability.
2. If the information is not already verified, the Authority may verify that a person qualifies as an "individual with disability" and that the request for unit modification or RA is needed because of the disability.
3. At no time may the Authority request information about the nature or extent of a person's disability.

### D. Modification of Physical Facilities for Persons with Disabilities in the Public Housing Program

1. In making physical modifications to SNRHA property (sites, parking lots, common spaces, routes through buildings, and individual apartments), the following requirements apply, considering reasonable accommodations in procedures or practices:
  - A. SNRHA **must**, upon request by an applicant or resident with a disability:
    - 1) make structural modifications to its housing and non-housing facilities and
    - 2) make reasonable accommodations in its procedures or practices [24 CFR § 8.33](#) **unless** such structural modifications or reasonable accommodations would:
      - a. result in an undue financial <sup>3</sup> and administrative burden on the Authority, or
      - b. result in a fundamental alteration in the nature of the program

If a requested modification or RA can be demonstrated to be an undue financial and administrative burden, SNRHA is obligated to do everything it can do short of that burden to meet the applicant's, participant's, or resident's disability-related need.

**ONLY** the SNRHA's 504 Coordinator may make a determination that a requested **structural modification** is an undue financial and administrative burden or a fundamental alteration in the nature of the PHA's program.

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<sup>4</sup>. Considering all the PHA's sources of revenue, including both operating and capital funds



- B. In making structural modifications to "Existing housing programs" [24 CFR § 8.23](#) or in carrying out "Other Alterations" [24 CFR § 8.23\(b\)](#) for otherwise qualified persons with disabilities, SNRHA **may**, but is not required to:
- 1) Make each of its existing facilities accessible [24 CFR § 8.24 \(b\)](#); or
  - 2) make structural alterations when other methods can be demonstrated to achieve the same effect [24 CFR § 8.24 \(b\)](#) ;
  - 3) Make structural alterations that require removal or altering a load-bearing structural member [24 CFR § 8.24 \(b\)](#);
  - 4) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
- C. When SNRHA is making "Substantial Alterations" <sup>4</sup> to an existing housing facility, SNRHA **may**, but is not required to:
- 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level [24 CFR § 8.26](#);
  - 2) Make structural alterations that require the removal or altering of a load- bearing structural member [24 CFR § 8.32 \(c\)](#); or
  - 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable <sup>5</sup> also [24 CFR § 8.32 \(c\)](#) and § 40, **Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)**
- D. The undue burdens test is not applicable to new housing or housing undergoing substantial alteration.
1. SNRHA shall bear the cost of modifying public housing units for residents with disabilities.
  2. Applicants, participants, or residents with disabilities are not required to accept the Authority's modification of their units nor accept SNRHA's transfer offers.
  3. If the residents do not accept SNRHA's attempts at reasonable accommodation, the residents cannot hold PHA liable for failure to make reasonable accommodations.

#### **E. Reasonable Accommodations in Policies, Procedures, and Practices**

1. When requested by an applicant, participant, or resident who is an individual with disabilities, SNRHA is obligated to adjust or modify its policies, procedures, and practices to provide such individual with disabilities an equal and effective opportunity to use and enjoy the full range of the Authority's services and programs.

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<sup>4</sup> defined in [24 CFR § 8.23](#) as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility

<sup>5</sup> Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.



2. SNRHA is not obligated to provide RAs when the requested accommodation is:
  - a. An undue financial and administrative burden or
  - b. A fundamental alteration in the nature of the Authority's program.

Some examples of reasonable accommodations to SNRHA's policies, procedures, or practices include, but are not limited to:

- c. Exempting all assistant animals for individuals with disabilities from the provisions of SNRHA's Pet Policy,
- d. Conducting a meeting, hearing, or other service normally performed at a SNRHA office in the home or other location requested by a person with a disability,
- e. Billing an alternative payee in addition to or instead of a resident with a disability at the resident's request,
- f. Permitting a resident with a disability to have a washing machine and dryer in her unit (even though this is normally not permitted) because the only laundry facilities at the property cannot be made accessible to her disability,
- g. Increasing the utility allowance for a family that includes an individual with a disability when the individual's disability requires the use of equipment that uses utilities (e.g. an in-home dialysis set-up),
- h. Granting a Section 8 Housing Choice Voucher (HCV) family a time extension beyond that normally granted because they need a particular type of unit that is hard to find,
- i. Allowing participants in the Section 8 HCV program to move within their first year, if:
  1. such move has been requested as an RA for a disabled family **and**
  2. verification of the need to move is received from their medical provider **and**
  3. the owner/agent agrees to sign a mutual recession form to release the participant from their current lease.

The above list is in no way inclusive. In addition, see the RA sections of the Admissions and Continued Occupancy Policy and the Section 8 Administrative Plan.

#### **F. Communications with Persons with Disabilities**

1. SNRHA and its property managers/staff communicate with all persons with disabilities in a manner that is understandable to them.
  - a. Simply mailing out written material is insufficient
  - b. People who have sensory or cognitive impairments are entitled to the form of communication that they request and that will be intelligible to them
  - c. In some cases this will require different forms of communication (large print, Braille, taped materials, sign language interpretation) and
  - d. In other cases, it will require communicating with someone other than -or- in



- addition to the applicant or resident (a family member, friend, advocate, case worker, etc.)
- e. When SNRHA or a management agent has first contact with all applicants, they ask whether the applicant needs some form of communication other than plain language paperwork.
  - f. Alternative forms of communication might include but are not limited to:
    - 1) sign language interpretation and TDD service
    - 2) having written materials explained orally by staff, either in person or by phone
    - 3) large type materials, information on tape, information in a Braille format
    - 4) having someone (friend, relative, or advocate) accompany the applicant to receive, interpret, and explain housing materials
    - 5) permitting applicants to file applications by mail and
    - 6) using alternative sites for application taking, interviews, meetings, or hearings.
  - g. [24 CFR § 8.6](#)
  - g. If an applicant requests alternate forms of communication, the applicant's file is noted and all future communications (notices, letters, etc.) are provided in the appropriate format. The note explaining the alternate method of communication must stay on top of the left-side of the folder at all times.
  - h. SNRHA staff presents examples to help persons with cognitive impairments understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance.
  - i. SNRHA staff explains rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read, understand, or remember. [24 CFR § 8.6](#)
  - j. Intake and management staff read and explains anything they would normally hand to an applicant, participant, and residents who cannot read.
  - k. SNRHA provides plain language written material in English and all other languages whose speakers constitute at least five (5) percent of the program eligible population of the locality.
  - l. Applicants, participants, and/or residents who read or understand little English and whose speakers number fewer than five (5) percent of the program eligible population of the locality may furnish an interpreter who can explain what is going on.
2. SNRHA prepares the following information for applicants, participants, and residents in plain-language accessible formats:
- a. Marketing, promotional, and informational materials
  - b. Information about the application process
  - c. General statement about reasonable accommodation (for all applicants)
  - d. The application form and required certifications
  - e. Information about opening, updating, or closing the waiting list
  - f. All form letters and notices to applicants and residents (tags in Spanish shall be on these)
  - g. Information about hearings for rejected applicants (tags on withdrawal, terminations, and eviction notices in Spanish)



- h. Orientation materials for new residents
  - 1) The lease and house rules, if any
  - 2) Guidance or instructions about care of the housing unit
  - 3) All information related to applicant's rights (to informal hearings, Grievance Procedure etc.)
- i. Some applicants and residents with disabilities will be unable, because of their disabilities, to come to SNRHA facilities for meetings, interviews, etc. In this case, the Authority's staff shall go to the location where they are to conduct meetings, interviews, or conduct them by mail.
- j. SNRHA shall bear the cost for providing alternate methods of communication, plain language paperwork, and going to the homes or other locations for residents with disabilities.

### **G. Updating Resident Information on Needs of Persons with Disabilities**

- 1. Each year, staff shall advise each participant/resident of SNRHA's Reasonable Accommodation (RA) Policy in writing as part of the annual re-examination. Property managers ask every resident whether they need any special features in their units or other PHA-owned facilities. If the head or co-head have had a change in their ability to communicate via written English since their last re-examination, staff shall update the file to ensure all future correspondence is provided in the required format.
- 2. People who formerly had no disability-related needs may become disabled after becoming SNRHA's residents.

### **H. Cross Reference: Guidebooks on Reasonable Accommodation (RA) for Persons with Disabilities**

- 1. SNRHA and its managers have an ongoing responsibility to make modifications to PHA's physical facilities and RAs in procedures and practices to ensure that its programs are fully usable by persons with disabilities.
- 2. If applicants, participants, or residents do not inform staff of their disability needs or if they are unwilling to disclose the fact that they have a disability, SNRHA is not able to make RAs.