Eastpointe Housing Commission
of
Eastpointe, Michigan

Admission And Continued Occupancy Policy

 

April, 2013

******

**Adopted April 24, 2013**

**reviewed August, 2016, Reviewed September, 2017, Updated October 24, 2018, Updated March 20, 2019**

**Table of Contents**

**plan requirements -6-**

annual review of policy -6-

ehc mission statement -6-

Objective -7-

Sources of Standards -7-

Methods of Administration-7-

Title VI Compliance -8-

Equal Opportunity Requirements -9-

Required Postings -9-

Right to Privacy -9-

**APPLICATION INTAKE/processing/selection -10-**

Resident Outreach -10-

Application Process -10-

Notification of Eligibility or Ineligibility -11-

Selection From the List -13-

Cross-Listing Programs -14-

Maintaining the Wait List -15-

**eligibility, screening & admissions -16-**

basic eligibility criteria -16-

consent to release of information -18-

resident composition criteria -19-

spouse, cohead or other adult -19-

citizenship or eligible immigration status -19-

u.s. citizens and nationals declaration -19-

eligible non-citizens -19-

**occupancy standards -21-**

income limits -21-

income targeting and deconcentration -22-

**denial of admission -23-**

hud required denial -23-

permitted (not required) reasons for denial -24-

criminal history activity & background checks -24-

previous behavior -24-

notification of denial due to criminal activity -26-

criminal records management -26-

**verification of income**

**AND FAMILY COMPOSITION -28-**

**types of income verification -31-**

**methods of INCOME verification -33-**

participant supplied documents -33-

enterprise income verification (EIV) -34-

third party written verification -35-

SOCIAL SECURITY, PENSIONS, SSI, DISability income -35-

unemployment compensation -36-

dept of human services (DHS) -36-

loss of income from welfare work related sanctions -36-

earned income disregard (EID) -37-

third party verbal verification -37-

NOTARIZED SELF Certification -37-

recurring gifts -38-

verification of zero income status -38-

**assets -39-**

savings account interest income and dividends -39-

interest income from mortgages, etc -39-

net rental income from property -39-

**verification of assets -41-**

**medical expenses -42-**

attendant care -42-

assistance for persons with disabilities -43-

**verifying non-FINANCIAL FACTORS -44-**

legal and familial relationships -44-

marital status -46-

absence of a resident member -46-

change in resident composition -46-

verifying a disability -46-

**verification of non-income -48-**

**verification of social security numbers -49-**

**verification of citizenship/eligible immigrant status -50-**

eligible immigrants who were participants and 62 or over on june 19, 1995 -50-

non-citizens with eligibile immigration status -50-

ineligible resident members -50-

disabled/handicapped household -50-

Reasonable accomodation for handicapped/disabled -51-

Live-In Aide -51-

failure to provide requested forms -52-

timeframe of verification -52-

extensions of time to provide documents -52-

acceptable documents of eligible immigration -52-

**Guests (over night) -52-**

**occupancy -53-**

offer of a dwelling unit -53-

unit refusals -55-

leasing of dwelling units -55-

admission of additional members to a current household -56-

denial of a new member -56-

visitors/guests -58-

community service requirement -58-

absence from the dwelling -59-

termination of lease by resident -59-

unit abandonment -59-

return OF SECURITY DEPOSIT -59-

**transfers -60-**

ehc initiated transfers -60-

transfers for modernization projects -60-

transfers for approved medical reasons -60-

transfers for non-handicapped families living in

 handicapped designated units -60-

priorities of transfers -61-

relocation cost -61-

right of management to make exceptions -62-

Resident Break –Up -62-

**rent determination and collection -63-**

flat rent and hardship exemptions -63-

minimum rent -63-

market value rent -63-

choice of rental payment -64-

earned income disregard -64-

loss of income form welfare work-related sanctions -65-

**rent collection -66-**

rental payments after the delinquency date -66-

utilities -67-

**inspections**

move-in inspections -68-

notice of inspection -68-

annual HQS inspection -68-

preventative maintenance inspections -68-

special inspections -68-

housekeeping inspections -68-

emergency inspections -69-

move-outs inspections -69-

**continued occupancy -70-**

criteria for continued occupancy -70

procedures after the expiration of termination dwelling lease -70-

repayment agreements -71-

vacated residents with balances -72-

**annual re-examinations and**

**interim adjustments -73-**

processing rent changes -75-

**termination of lease/eviction -76-**

eviction of residents for drug-related/criminal activates -76-

eviction residents who do not comply with community service requirements -77-

termination of lease by the housing commission -77-

**fraud -78-**

**glossary of terms**

**Appendix a - pet policy**

**appendix b - violence against women act policy (vawa)**

**appendix c - grievance and appeals policy**

**appendix d - income guide**

**appendix e – income limits**

# plan requirements

Terminology - The term ACOP used throughout this document is used to abbreviate the term Admissions and Continued Occupancy Policies. The term EHC stands for Eastpointe Housing Commission.

Housing Commissions were established pursuant to the United States Housing Act of 1937, as amended, to provide decent, safe, sanitary and affordable housing to low income families. The development of policies and procedures are necessary in order to ensure equitable treatment for all applicants and residents, as well as, to ensure the efficient operation of public housing units managed by the Eastpointe Housing Commission. The provisions of ACOP are applicable to all EHC administered developments and/or programs receiving financial assistance from either the Federal and or State Governments.

This Admission and Continued Occupancy Policy is intended to implement federal and state regulations, with some latitude for local policies and procedures. In addition, it must stay consistent with the latest addition of the Code of Federal Regulations governing the Department of Housing and Urban Development, and all related HUD Transmittals and Notices. In the event of inconsistencies, the provisions of that code shall prevail. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the EHC management, staff, and officers alike, the latter two through inclusion of ACOP into the Dwelling Lease by reference. Changes in applicable Federal Law or regulations shall supersede this policy at any point in which they are in conflict.

Although federally subsidized, the Eastpointe Housing Commission owns and operates the 164 elderly low income public housing buildings. **Erin Manor consists of 64 one bedroom apartments and was dedicated May 25, 1969. Chester Berry Manor consists of 100 one bedroom apartments and was dedicated on May 19, 1984.** It is the purpose of this policy to guide the management and operation of these two buildings.

***A review of this policy shall take place annually.*** The Executive Director or his/her designee shall recommend any changes or updates needed to bring this policy into full compliance and bring these before the Board for formal approval.

**Eastpointe Housing Commission Mission Statement:** To successfully house that portion of the elderly and near-elderly population that financially cannot afford to own their own home or live in private sector housing. This shall be achieved by enhancing the image of our housing within the community and offering a safe, secure, clean, comfortable environment with compassionate, caring staff. Thus creating a rental housing of choice, not necessity

**Objective:**

To promote the overall goal of safe, decent and sanitary housing by:

1. Insuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility.
2. Insuring the fiscal stability of the EHC.
3. Lawfully denying admissions or continued occupancy to families whose presence in our buildings is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the building community.
4. Facilitate the efficient management of the EHC and compliance with Federal and State regulations by establishing the policy basis for management procedures, record keeping and auditing.
5. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal and State laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, age, sex, handicap, familial status or national origin.
6. Prescribe standards and criteria for resident selection and annual re-examination of income and resident composition.

**Sources of Standards:**

The pertinent laws of the Federal, State and Municipal Governments.

The Contractual agreements pertaining to the various developments and/or programs between the EHC, State and/or Federal agencies. The provision of Title 24, Sub-part B (Section 960.201 thru 960.207), Sub-part D (Section 960.401 thru 960.409) and Sub-part A (Section 966.1 thru 966.6) as set forth in the Code of Federal Regulations, Volume 40, Numbers 153, 154 and 188.

Policies established by the EHC’s Board of Commissioners by formal resolution.

Directives issued by the EHC’s administrative officers.

**Methods of Administration:**

The administration of the ACOP is to provide each applicant the greatest opportunity to exercise his/her rights under this plan; to avoid any discrimination in any manner or provisions of any service against any applicant because of race, creed, religion, color, national origin, age, sex, handicap, familial status or source of income; and to promote integrated developments and/or programs.

The EHC will post, in a conspicuous place in the Administration office where applications are received, a notice that the facilities and services of the EHC are provided on a non-discriminatory equal opportunity basis.

The EHC management will instruct its staff concerning their obligations under the Civil Rights and Non-Discrimination laws and regulations of the Federal and State governments by conducting training, distributing copies of pertinent documents, and ongoing supervisory review.

All applicants and residents will be treated with courtesy and consideration at all times in all verbal and written communications.

No applicant, resident or staff will be intimidated nor will any retaliatory action be taken, nor threats thereof made, by EHC or its staff because of the applicant, resident or staff participation in Civil Rights activities or for having asserted any of his/her rights under the Civil Rights Acts, DOH, HUD’s regulations and requirements pursuant thereto.

**Title VI Compliance:**

With the EHC’s continuing efforts to provide voluntary compliance with Title VI, EHC is adhering to the following general provisions regarding its Public Housing Programs:

With respect to any housing accommodations, facilities, services, or other benefits involved in its federally funded public housing programs, the EHC officers, staff and all persons exercising governance over the EHC, agree to refrain from any acts which, on the grounds of race, color, creed, age, sex, handicap, familial status or national origin such as to:

1. Deny a person such benefits;
2. Provide benefits to a person which are different from those provided to others;
3. Subject a person to segregation or separate treatment in any matter related to such benefits;
4. Provide a preference for such benefits to any person, except as provided by this plan;
5. Restrict a person’s access, in any way, to such benefits or enjoyment of any advantage or privilege enjoyed by others in connection with such benefits;
6. Treat a person differently from others in determining whether he/she satisfies any occupancy, admission, enrollment, eligibility, membership or other requirement or condition which the person must meet;
7. Deny a person an opportunity to participate in the program or activity through the use of biased preference criteria, or otherwise afford the person a different opportunity to participate from that afforded others.

**Equal Opportunity Requirements:**

The Eastpointe Housing Commission hereby assures and certifies that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and regulations pursuant thereto (Title 24CFR Part 1);
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
3. Executive Order 11063 on Equal Opportunity in Housing and non-discrimination in the sale and rental of housing provided with Federal Financial Assistance;
4. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based upon handicap in programs receiving Federal Financial Assistance;
5. The Age Discrimination Act of 1975, which prohibits discrimination based upon age in programs receiving Federal Assistance; and
6. Title II of the Americans with Disabilities Act, to the extent that it applies.

## Required Postings:

The Housing Commission will post, in a conspicuous place, the following information:

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. Current Schedule of Routine Maintenance Charges

D. Dwelling Lease

E. Grievance Procedure

F. Fair Housing and Equal Opportunity Emblem

A copy of this policy will be available to upon request.

## Right to Privacy:

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

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

# APPLICATION INTAKE/processing/selection

**Resident Outreach:**

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

To reach people who cannot or do not read the newspapers, the Eastpointe Housing Commission will distribute information and communicate the status of housing availability and guidelines to apply to social service agencies and those service providers who work with the elderly and near-elderly population so proper referrals can be made.

The EHC does not provide emergency housing and cannot modify the order of wait list assignment due to emergency situations.

**Application Process:**

Families wishing to apply for the elderly public housing program must complete an application for housing assistance. HUD permits the EHC to determine the format and content of its applications, as well as how applications will be made available to interested persons and how applications will be accepted by the EHC. Applications can be made in person at: 15701 Nine Mile Road, Eastpointe, Michigan 48021 between the hours of 8:00am and 3:30pm PM, Monday thru Friday. All applications will be accompanied by HUD form 92006, Supplement to Application for Federally Assisted Housing and is required to the part of a PHA’s application (Notice PIH 2009-36).

Applications can also be mailed to an applicant by contacting the office at 586-445-5099 and requesting that an application be mailed out.

The EHC maintains one single community based waiting list for Erin Manor and Chester H. Berry Manor.

No faxed applications will be accepted.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Eastpointe Housing Commission to make special arrangements.

The Eastpointe Housing Commission staff speaks English. However, we will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families.

The EHC will not, on account of race, color, creed, religion, familial status, age, handicap, sex or national origin, deny or hinder any applicant resident the opportunity to submit an application or lease a dwelling unit in any of its buildings.

The EHC will review each completed application and make a preliminary assessment of eligibility. Initial eligibility will be determined based on the resident composition and income information provided on the application. Due to time and money constraints, the Housing Commission will wait to physically verify information until the time the applicant’s name is near the top of the wait list.

Applications must be signed by the applicant or applicant’s legal guardian and must certify, subject to civil and criminal penalties, to the accuracy and truthfulness of all information filled out on the application. The application must be filled out completely. Discrepancies on the application determined to be untrue at the time of admission or in the future will be grounds for denial of housing or termination of the dwelling lease.

The completed application will be date stamped upon its return to the Eastpointe Housing Commission.

A preference will be given to those persons who are 62 yrs. of age & older. A local preference will be given to anyone who lives or works in the City of Eastpointe. Therefore, EHC’s applicant applications will be placed on the wait list and selected by date of application AND in the following order;

Persons who are 62+ years of age and older and who live and/or work in the City of Eastpointe

Persons who are 62+ years of age & older

Persons who are 50-61 years of age and live and/or work in the City of Eastpointe

Persons who are 50-61 years of age

It is the sole responsibility of the applicant to inform the EHC in writing of changes in address or other resident circumstances.

**Notification of Eligibility or Ineligibility:**

Applicants who are eligible to be placed on the waiting list will NOT be notified or contacted, but will be placed on the existing list according to date of application and residency preference.

Applicants will be notified in writing if they are ineligible for the program. This ineligibility determination will be made within ten (10) calendar days from the date of application. The notice will specify the reasons for ineligibility and will inform the resident of their right to request an informal hearing and explain the process for doing so. An applicant resident does not have the right to use the Resident Grievance Procedure, to refute this decision. However, consideration may be given, upon written request, for the opportunity to have an Informal Hearing in order to provide additional information which may indicate that the prior determination was inappropriate.

If the applicant has been determined ineligible based on a criminal record or sex offender registration information, the EHC will notify the resident in writing of the proposed denial. The applicant will be given five (5) calendar days to dispute the accuracy and relevance of the information. If the applicant does not contact the EHC to dispute the information within that period of time, the EHC will proceed with issuing the notice of denial of admission. If an applicant does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter, they will not be given the opportunity to take part in an informal hearing process.

**Selection from the List:**

When an apartment becomes available, the EHC will attempt to contact the applicant first by telephone and if unable to contact by phone, the EHC will send them a letter by first class mail notifying them of their status on the list. The letter will give them a date in which to contact the office or be removed from the wait list. If the letter is returned to the EHC with no forwarding address, the applicant will be permanently removed from the wait list without further notice.

Failure to keep address or phone number current is considered an act of negligence on the apart of the applicant and therefore no informal hearing will be offered.

Applicants, who have been contacted for possible residency, will have fourteen (14) calendar days to provide all necessary information as requested to document their eligibility for the program. Applicants must be willing to sign all the necessary forms required by HUD and the EHC in order to determine eligibility. Failure to provide this information at the end of 14 days will result in permanent removal from the wait list.

When the resident is offered a unit and the unit is rejected, the reason for rejection will be documented on the application and they will maintain their position on the wait list. The resident will be given one (1) more opportunity to lease a unit before being permanently removed from the list and will have to re-apply for housing to get back on the list.

It is the responsibility of the applicant to attend the scheduled interview appointment. If an applicant fails to keep a scheduled appointment and does not contact the EHC within two (2) days of missing the scheduled appointment, they will be sent a Notice of Denial and a removed from the waiting list. Failure to keep a scheduled appointment and call to reschedule is considered an act of negligence on the part of the applicant and therefore no informal hearing will be offered.

The applicant must be able to take possession of the apartment within thirty (30) days of the interview.

Should the applicant agree to accept the apartment, that unit will be taken off the leasing market. The applicant will informed that they must pass a previous landlord background check and a criminal history background check. They will be given the proper authorization form needed to do this. A fifty dollar ($50) deposit will be collected within 48 hours of the time they commit to the apartment. This deposit will be applied to the security deposit. It will be forfeited for marketing time lost if the applicant does not pass the criminal history check, receives an unfavorable landlord recommendation or changes their mind about leasing the apartment.

All information regarding application and eligibility will be filed and become part of the resident’s permanent record.

The EHC shall maintain such records as are necessary to document the disposition of all applications to meet Department of Housing and Urban Development audit requirements as well as the regulations of Michigan State agencies.

**Cross-Listing Programs:**

The EHC will consider cross listing under the following circumstances:

* A client 50 + yrs or older who approaches the top of the wait list and cannot find adequate housing with a Housing Choice Voucher (HCV), they MAY be offered a unit in our project-based subsidized elderly program if they qualify and a unit is available.
* If HCV funding is cut or reduced and a elderly or near-elderly client is in danger of losing subsidized housing due to insufficient funding, the EHC will offer them the next available one bedroom unit in our project- based subsidized elderly development.

**Maintaining the Wait List:**

All changes to applications must be made in writing. Failure to keep address or phone number current is considered an act of negligence on the part of the applicant and therefore no informal hearing will be offered.

Once the written change is received, it will be attached to the application and updated in the computer.

Annually, the EHC shall purge the application pool of applications to determine those no longer actively seeking housing. EHC will send an “UPDATE” request via first class mail to the last known address of each applicant on the wait list to determine if the applicant continues to be interested in applying for the program. The “UPDATE” will provide a deadline by which the applicant must respond and will state that failure to respond will result in the applicant’s name being permanently removed from the wait list.

 If the “UPDATE” is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the “UPDATE” is returned by the post office with a forwarding address, the “UPDATE” will be re-sent to the address indicated. IF the applicant fails to respond within the allotted time frame, the applicant will be permanently removed from the list without further notice. When an applicant is removed from the waiting list during the “UPDATE” process for failure to respond, no formal hearing will be offered.

If an applicant is removed from the list for failure to respond and the Executive Director determines that the lack of response was due to EHC error or circumstances beyond the applicant’s control, the Executive Director has the right to reinstate the applicant.

The EHC reserves the right to suspend taking applications for its waiting list when the current supply of applicants exceeds the number of persons which could be reasonably expected to be housed with one (1) year.

#  eligibility, screening, & admission

Basic Eligibility Criteria:

The applicant must meet the annual Income limits established by the Department of Housing and Urban Development for Public Housing for Macomb County, Michigan.

The applicant must conform to Occupancy Standards regarding unit size

The applicant must qualify as an elderly or near-elderly resident

Failure of an applicant to cooperate with the EHC in obtaining verifications will result in the application being declared incomplete and inactive.

The applicant must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, alcohol abuse, substance abuse, sexual deviation, includes a resident member who is subject to a lifetime registration requirement under a state sex offender registration program or any other history which may be reasonably expected to adversely affect:

* The health, safety, or welfare of other residents;
* The peaceful enjoyment of the neighborhood by other residents; and/or
* The physical environment and fiscal stability of the neighborhood.

The applicant must not have a record of grossly unsanitary or hazardous housekeeping per a check with current and/or previous landlord. This includes the creation of a fire hazard, serious acts of hoarding, any condition that could affect neighboring units by causing infestation, foul odors, or depositing of garbage improperly.

The applicant must have no history of criminal activity. (See Criminal history section for details).

The applicant must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case by case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant’s capacity to discharge all lease obligations, the EHC must consider the resident’s ability to secure outside assistance in meeting those obligations.

EHC will not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, or stalking if the applicant otherwise qualifies for admission.

If a prior resident of public housing or other housing programs administered by the EHC, the applicant resident must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a move out balance to the EHC will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant’s ability to meet his or her rent obligations. In addition, persons evicted from public housing, Indian housing, Section 23, or any Section 8 Housing Choice Voucher program because of drug-related criminal activity, are ineligible for admission.

The applicant must have properly completed all application requirements, including verifications. Misrepresentation of income, resident composition or any other information affecting eligibility or rent, will result in the resident being declared ineligible. In the event the misrepresentation is discovered after admission, the resident will be given a thirty (30) day notice to move.

Sources of information for eligibility determination may include, but are not limited to; the applicant (by means of interviews or home visits), landlords, employers, resident social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant’s file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

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 or to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

* + Evidence of rehabilitation
	+ In the case of applicants whose capacity for independent living and discharges of lease obligations is in question, the resources actually available in support of the resident, such as visiting nurses, homemakers or live-in caretakers.

**SOCIAL SECURITY NUMBERS (24 CFR 5.216 AND 5.218 notice PIH 2010-3)**

The applicant and all members of the applicant household must supply their complete and accurate social security number (SSN) assigned to each household member, or SOCIAL SECURITY NUMBERS (24 CFR 5.216 AND 5.218 notice PIH 2010-3)

The applicant and all members of the applicant household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. This requirement does not apply to non-citizens who do not contend eligible immigration status.

The EHC must deny assistance to an applicant if they do not meet the SSN disclosure and documentation requirement contained in 24 CFR 5.216.

**CONSENT TO RELEASE OF INFORMATION**

HUD requires each adult member of the household, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the resident’s eligibility and level of assistance. The EHC must deny admission to the program if any member of the applicant resident fails to sign and submit consent forms which allow the EHC to obtain information that is determined necessary in the administration of the public housing program (24 CFR 960.259(a) and (b)).

**Resident Composition Criteria:**

EHC is responsible for ensuring that every individual admitted to the public housing program meets all program requirements. The resident must provide any information needed by the EHC to confirm eligibility and determine the level of rent to be charged. To be eligible for the public housing program, the applicant resident must:

* + - * Qualify as an elderly resident as defined by HUD
			* Have income at or below HUD specified income limits
			* Qualify on the basis of citizenship or the eligible immigrant status of resident members (A resident is eligible for admission as long as at least one (1) member is a citizen, national or eligible non-citizen)
			* Provide social security number information for resident members as required
			* Consent to the EHC’s collection and use of resident information as provided for in EHC consent forms.

In 2001, the EHC submitted a designated housing plan to HUD for an initial term of five (5) years to be designated as an “elderly only” occupied development. We were granted approval and to date, this plan has been re-submitted and approved in two (2) year continuous intervals.

Therefore, to be eligible for admission, an applicant must qualify as an elderly or near-elderly resident.

 An elderly person is a person who is at least 62 years of age (24 CFR 5.100)

A near-elderly resident is a person who is 50-61 years age (24 CFR 945.105)

At such time that HUD discontinues our “elderly only” designation then the definition will expand to include disabled persons.

**SPOUSE, COHEAD OR OTHER ADULT**

A resident may have a spouse or co-head, but not both. (HUD 50058 IB, p.13)

*Spouse* means the marriage partner of the head of household. A marriage partner includes the partner in a “common law” marriage as defined by state law. The term “spouse” does not apply to friends, roommates or significant others who are not marriage partners.

A *co-head* is an individual, with whom the resident has a historical, established living arrangement and who will be equally responsible for ensuring that the resident fulfills all of the obligations under the lease, but who is not a spouse. A resident can only have one co-head.

*Other adult* means a resident member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live –in aides are not considered other adults (HUD 50058 IBp.14).

On February 3, 2012, HUD published a final rule entitled the Equal Access Rule. This rule ensures that a determination of eligibility for HUD subsidized housing shall be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

The rule revises HUD’s general program requirements by adding the following provisions:

1. Per 24 CFR 5.403, the term “family” will now include, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

(2) A group of persons residing together and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

 (ii) An elderly family;

 (iii) A near-elderly family;

 (iv) A disabled family;

 (v) A displaced family; and

(vi) The remaining member of a tenant family.

(b) The term “gender identity” means the gender with which a person identifies, regardless of the sex assigned to the person at birth (24 CFR 5.100).

1. The term “sexual orientation” means homosexuality, heterosexuality or bisexuality

(24 CFR 5.100).

**CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS (24 CFR 5, SUBPART e)**

Eligible individuals must be a U.S. citizen, U.S. national (herein referred to as citizens and nationals), OR non-citizen that has eligible immigration status. At least one resident member must be a citizen, national or non-citizen with eligible immigration status in order for the resident/resident to qualify for any level of assistance. Families that include eligible and ineligible individuals are considered *mixed families*.

 All applicants must be notified of the requirement to submit evidence of their citizenship status when they apply. The EHC will verify citizenship status of applicants at the time other eligibility factors are determined.

**U.S. CITIZENS and NATIONALS DECLARATION (24 CFR 5.508)**

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit a PHA to request additional documentation of their status, such as a birth certificate, naturalization papers, a green card or a passport.

Residents who declare citizenship or national status will also be required to provide additional documentation. If the applicant was born in the United States, they will be required to provide a copy of their birth certificate, valid driver’s license or U.S. passport. If the applicant was not born in the U.S., they will be required to provide a copy of their naturalization papers, a copy of their green card, or passport.

**ELIGIBLE NON - CITIZENS**

In addition to providing a signed declaration, those declaring eligible non-citizen status must sign a verification consent form and cooperate with EHC efforts to verify their immigration status. The documentation required for establishing eligible non-citizen status varies depending on factors such as the date the person entered the United States, the conditions under which eligible immigration status has been granted, the person’s age and the date on which the resident began receiving HUD funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and PaLau ( together known as the Freely Associated States or FAS) eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS ( Public Law 106-504).

Those non-citizens who do not wish to contend their immigration status are required to have their names listed on a non-contending resident member list that is signed by the head of household

(regardless of citizenship status), indicating their ineligible immigration status. The EHC is prohibited from providing housing assistance to non-citizen students & their spouse or children (24 CFR 5.522).

EHC will grant a temporary deferral of termination of assistance if the resident provides documentation of eligible immigrant status and EHC is waiting for US Customs and Immigration Service verification, or if the resident is currently participating in the hearing process in reference to their ineligible noncitizen status. The total deferral period should not exceed 18 months. The initial deferral is granted for a period of 6 months, and renewed for 6 month periods thereafter.

The EHC is not required to report an individual’s unlawful presence in the United States to the U.S. Citizenship and Immigration Services.

# Occupancy Standards and income limits

## Occupancy Standards:

## To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy

## Standards set forth below:

|  |  |  |
| --- | --- | --- |
| **Bedroom Size** | **Minimum Persons** | **Maximum Persons** |
|  **1 bedroom** | **1 person** | **2 persons** |

## Income Limits:

Income limits are used for eligibility only at admission. HUD is required by law to set income limits that determine the eligibility of applicants for HUD’s assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median resident income in Macomb County, Michigan, with annual adjustments for resident size. Eligibility is established by comparing a resident’s annual income with HUD’s published income limits.

To be eligible, the resident must fall into the Low Income,***Very Low Income or Extremely Low Income***guidelines.

***Low –income resident -* a resident whose annual income does not exceed 80% of the published median income for the area**

***Very low-income resident –* a resident whose annual income does not exceed 50% of the published median income for the area**

***Extremely low-income resident –* A client whose annual income that is the higher of either 30% of the median income, or the federal poverty line adjusted for family size.**

At least 40% of the residents admitted to the EHC public housing program per PHA fiscal year must be *EXTREMELY low income* resident.

## Income Targeting and Deconcentration:

## The EHC shall make every effort possible to provide for deconcentration of poverty and income mixing in its communities by bringing higher income residents into lower income developments and lower income residents into higher income developments.

To this extent the EHC shall insure that not less than forty percent (40%) of all new admissions shall be families whose income at the time of their admission does not exceed thirty percent (30%) the area’s median income.

The EHC does not intend to utilize and/or impose any specific income or racial quotas nor will we offer incentives for eligible families to occupy units in developments predominately occupied by families having either lower or higher incomes.

**Deconcentration:**

Deconcentration is the policy of housing families in a manner that will prevent a concentration of poverty families and/or concentration of higher income families in any one development. The specific objective is to house no less than 40% of its inventory with families that have income at or below 30% of the area median income by public housing development. The EHC will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. To achieve this, the EHC attempts not to house more than 60% of its units in any one building with persons whose income exceeds 30% of the area median income. The EHC will track the status of resident income, by development, on a monthly basis by utilizing income reports generated by the EHC.

# DENIAL OF ADMISSION and criminal history background checks

An applicant that does not meet the eligibility criteria previously discussed will be denied admission.

HUD requires or permits the EHC to deny admission based on certain types of current or past behaviors of the applicant and resident members.

**HUD Required Denial (24 CFR 960.204):**

The EHC is required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the EHC has reasonable cause to believe that an applicant or an applicant’s household member has a current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

HUD requires the EHC to deny assistance under the following circumstances:

Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity.

If the EHC determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802). *Currently engaged in the illegal use of drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by the applicant or household member.

If the EHC has reasonable cause to believe that any household member’s current use or pattern of use of illegal drugs or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Denied admission for life to any applicant who has been convicted of drug-related criminal activity for the production or manufacture of methamphetamine (speed) on the premises of *any* federally assisted housing. A premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Violence Against Women Act (VAWA) - expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, or stalking (24CFR 5.2005(b)). See Appendix E for actual policy.

**Permitted (not required) Reasons for Denial of Admission:**

The EHC requires a criminal background check through local law enforcement for all adult household members. The EHC will not pass along to the applicant, the costs of a criminal record check (24 CFR 960.2049d)

**Criminal History Activity & Background Checks:**

The EHC is responsible for screening resident behavior and suitability for tenancy. In doing so, the EHC will consider the applicant’s criminal history which could adversely affect the health, safety or welfare of resident’s. (23 CFR 960.203(c))

The EHC must determine that the current or past behavior of household member does not include activities that are prohibited by HUD or the EHC. The EHC will a third party provider to request a criminal background check for all adult household members. The EHC will not pass along to the applicant, the costs of a criminal record check (24 CFR 960.2049d)). Criminal Record information is collected from the following agencies:

 Internet Criminal History Access Tool (ICHAT)

 National Sex Offenders Public Registry & MI State Sex Offender Registry

State of MI. Offender Tracking Information System (OTIS)

CoreLogic

**IF a criminal record is discovered, EHC will use the guidelines to determine whether or not to deny housing assistance:**

**Felony convictions (including traffic) or prison time within the most recent 10-year time span**

**When there are violent or drug related felonies older than 10+ years, EHC will consider the nature of the crime, any repeated patterns of behavior, and the amount of time that has passed when determining admittance**. Any documented rehabilitation will also be considered in final admittance determinations.

**Misdemeanor offenses will be considered on an individual basis. EHC will take into consideration the nature and severity classification of the crime and whether it was a single offense or there is a pattern of habitual offenses. This includes convictions for marijuana offenses prior to November 6, 2018 when it was still illegal in Michigan.**

**Marijuana is considered a Schedule 1 drug at the Federal level. Until such time that the Federal government removes marijuana from the controlled substance list, ANY use, possession, manufacture, distribution, etc. of marijuana, medical or recreational, by a resident or their guests on or within the property, will be considered a violation and can be grounds for termination from the program. In addition, EHC will not grant a reasonable accommodation under FHA or 504 to permit the use of medical marijuana on the premises.**

Before the EHC takes any adverse action based on a criminal history record, the applicant will be provided with a copy of the criminal history record and be given the opportunity to dispute the accuracy or relevancy of the information provided on the criminal history record. If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the EHC will put the burden of proof on the applicant to clear up any discrepancies in the past that could prohibit receiving subsidized housing.

The EHC is also required to perform a background check in order to determine if any household member is listed on a sex offender registry or subject to a lifetime registration requirement under a state sex offender program in the state if MI. or any other state where a household member is known to have resided ( 24 CFR 960.204(a)(4)).

**Previous Behavior (960.203 (c) and (d)**

When considering a potential resident, the EHC will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a person(s) admission could reasonably be expected to have a detrimental effect on the dwelling unit, building environment, property, employees, and peaceful enjoyment of other resident’s accommodations. The EHC may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence dating violence or stalking.

If there is a criminal history (24 CFR 960.203 (c)), the EHC will deny admission to an applicant if any of the following is determined;

Has a pattern of unsuitable past performance in meeting financial obligations – including rent with the past 5 years. NOTE: The EHC will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other residents or the property.

Has a pattern of eviction from housing or termination from residential programs with the past five years.

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program.

Misrepresented or does not provide complete information related to eligibility including, but not limited to; income, expenses, resident composition or rent.

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, including intentional misrepresentation of information related to their housing application or benefits derived there from.

Has engaged in or threatened violent or abusive behavior toward EHC personnel

*Abusive or violent behavior towards EHC 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.

**Notification of Denial due to Criminal Activity:**

If, based on a criminal record or sex offender registration information, an applicant is denied; the EHC will notify the applicant in writing of the proposed denial and provide a copy of the record to the applicant. The applicant will be given 10 calendar days to dispute the accuracy and relevance of the information. If the applicant does not contact the EHC to dispute the information within that period of time, the EHC will proceed with issuing the notice of denial of admission. If an applicant does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter, they will not be given the opportunity to take part in an informal hearing process.

**Criminal Records Management:**

Any applicant/resident (18 years & older) of low rent public housing program shall complete an “Authorization for Release of Information” form when they are interviewed for an apartment and at their annual recertification appointment. Through a cooperative agreement with the Michigan State Police Dept., the Eastpointe Housing Commission will use the internet criminal history access tool (ICHAT) and the Offender Tracking and Information System (OTIS) to perform a state-wide criminal history checks. The EHC may pay fees charged by law enforcement agencies for this information

All criminal history and sex offender status records will be kept confidential. These records will be used only to screen applicants for housing, continued occupancy or to pursue evictions. The records will not be disclosed to any person or entity except for official use in the application process or in court proceedings. No copies will be made except as required for official or court proceedings.

Once action is taken based on the criminal history record and the action is finalized, the actual history document will be destroyed. A copy of the Authorization shall be maintained in the file. Should the history ever need to be retrieved, this procedure will need to be repeated.

# VERIFICATION OF INCOME AND FAMILY COMPOSITION

Eligibility and income verification for housing assistance is not based on a “declaration system” but upon participant supplied or third party verification of actual income and family composition.

The EHC is not limited to verification of data supplied by applicants or participants and will only use notarized applicant/participant supplied date as a last resort.

No applicant shall be admitted to the low rent housing program without a thorough review of their income. Income verification must be current within sixty [60] days.

Complete and accurate verification documentation will be maintained for each applicant and client. Items to be verified include but are not limited to the following:

* All income not specifically excluded by the regulations.
* Zero-income status of household.
* Current assets including assets disposed of for less than fair market value in the preceding two years.
* Medical expenses of all client members in households whose head or spouse is elderly or disabled.
* Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the client, which allow an ***adult*** client member to be employed.
* Disability for determination of preferences, allowances or deductions.
* U.S. citizenship/eligible immigrant status
* Social Security Numbers for all client members 6 years of age or older who have been issued a social security number.
* Marital status when needed for head or spouse definition
* Verification of Reduction in Benefits for Noncompliance
* Before granting a client’s request for rent reduction because of a decrease in benefits, EHC will obtain written verification from the Welfare agency stating that the client’s benefits were not reduced because of fraud or non-compliance with an economic self-sufficiency requirement.
* Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and priority determinations;
* Verification forms supplied by EHC and properly completed by employers, public welfare agencies, etc.
* Originals, photocopies, or carbon copies of documents in the applicant’s possession which substantiate his/her statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who views them
* Statements from self-employed persons, and from persons whose earnings are irregular, such as a salesman, etc., sworn before a Notary, setting forth gross receipts, itemized expenses and net income
* Memoranda of verification data obtained by personal interviews, home visits, telephone or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of the information received
* Copies of income tax returns filed with Federal and State governments
* Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in the Administrative Plan for each member of the household
* Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national client within Guam
* Proof of disability, or of physical impairment, if necessary to determine the applicant’s eligibility as a client or entitlement for consideration under the criteria established in this Administrative Plan, provided in written from a qualified person or agency
* Social security card from a legal entity for each household member

# RELEASE OF INFORMATION FORM (24 CFR 960.259, 24 CFR 5.230)

All participants/applicants will be required to sign a RELEASE OF INFORMATION form (9886-A) **CFR 960.259, 24 CFR 5.230).**  The participant/applicant must supply any information that the EHC or HUD determines is necessary for the processing and administration of the program, and must allow EHC to verify that information. **(24 CFR 960.259(a) (1)).**  All members of the household who are 18 years of age & older, must sign the form HUD 9886-A, Release of Information / Privacy Act form. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature. FAILURE to sign the RELEASE OF INFORMATION for and any other PHA or HUD required consent forms will result in denial of admission for the applicant and termination of the lease for the participant ( 24 CFR 5.232).

Failure of an applicant to cooperate with the EHC in obtaining verifications will result in the application being declared incomplete. In accordance with 24 CFR 960.259(a) and 24 CFR 982.551(b), a participant who fails to cooperate with the verification process or to release information willhave their participation terminated***.***

ANY change in rent amount, will not be made processed until all required verifications are received. In consideration of the privacy rights of participants and applicants, the EHC will restrict its requests to those matters of income, family composition and other circumstances which it deems are related to eligibility, rent, and unit size.

If the verified data as listed in this Plan are less than sixty (60) days old at the time an applicant is selected for participation the data will be considered.

If the data is more than one hundred and twenty (120) days old, all factors are to be re-verified and income re-calculated.

# TYPES OF INCOME VERIFICATION

EHC utilizes the Enterprise Income Verification (EIV) system to validate income information reported by participants. The EIV system electronically utilizes independent sources, such as those maintained by the Social Security Administration, State Wage Information Collection Agencies, and private vendors, to confirm income figures provided at application and re-certification. A resident who fails to cooperate by refusing to fill out forms or to release information will be evicted. An applicant who fails to cooperate by refusing to fill out forms or to release information will be denied housing. Knowingly underreporting income may result in the assessment of back charges (Repayment agreement), termination of assistance, and/or prosecution through the District Attorney’s office.

No applicant shall be admitted to public housing without thorough verification of income, resident composition and all other factors pertaining to the applicant’s eligibility, rent, unit size and type, priority rating, etc. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Participant supplied documents such as but not limited to; originals, photocopies, or carbon copies of documents in the participant’s possession which substantiates his/her statements, or a brief summary of pertinent contents of such documents signed and dated by the staff member who viewed them.

2. Verification forms supplied by the Authority and returned properly completed by employers, public welfare agencies, etc.

3. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deduction, together with other eligibility and preference determinations.

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received.

6. Certified birth certificates, valid driver’s license, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.

1. Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Social Security Card or legal documents verifying the Social Security number for the applicant and each member of the applicant’s household who is at least six (6) years old. (If the applicant cannot provide the proper documentation requirements he/she must submit to the Authority the individual’s SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual, but that acceptable documentation to verify the SSN(s) cannot be provided).
3. Proof of disability, or of physical impairment, if necessary to determine the applicant’s eligibility as a resident or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.
4. Statements from landlords, resident social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.
5. Receipts for utility services.
6. The EHC shall require the resident head, head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, State, or local agency to furnish or release to the EHC and to HUD such information as the EHC or HUD determines to be necessary.

In addition to such other verification the EHC will conduct an (EIV) Existing Tenant Search to verify if applicant is an existing tenant at another housing facility.

Because eligibility for Federal housing assistance is not based on a “declaration system” but upon verification of actual income and resident circumstances, the EHC is not limited to verification of data supplied by applicants or participants.

Failure of an applicant/participant to cooperate with the EHC in obtaining verifications will result in the application being declared incomplete and inactive.

A resident who fails to cooperate or to release information may be evicted.

Interim rent reductions will not be made for residents until after receipt of all required verifications.

In consideration of the privacy rights of residents and applicants, the EHC shall restrict its requests to those matters of income, resident composition and other resident circumstances which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the EHC.

The verified data must be within one hundred and twenty (120) days old at the time an applicant is selected for admission for it to be considered valid.

# METHODS OF VERIFICATION

Eligibility for Federal housing assistance is not based on a “declaration system” but upon verification of actual income and client circumstances. Income sources vary with each individual participant. Depending on the circumstances and the source of income, the EHC will determine the best method to use to accurately verify income. EHC will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

For applicants, verifications must be received prior to signing the lease.For participants, verifications will be valid for 60 consecutive days from date of receipt.

 Participant files will be documented using one of the following five (5) methods of verification:

1. Participant supplied documentation is based on past actual income received or earned within the last 12 months
2. (EIV) Enterprise Income Verification (also considered third party verification)

3. Third-Party Written Verification sent by PHA to independent sources

4. Third-Party Oral Verification verified by EHC staff

5. Notarized participant self-certification

**PARTICIPANT SUPPLIED DOCUMENTATION:**

**Per PIH Notice 2013-03 and the Paperwork reduction Act of 1995 (44 U.S.C. 3501-3520) the EHC adopted a provision to allow participant’s actual past income used in verifying income.** Participant supplied documentation is based on past actual income received or earned within the last 12 months and future income will be projected on the past year’s actual income. EHC will accept the following participant supplied documents provided that the document is an original and does not appear to be tampered or altered. Sources will be photocopied and retained in the applicant file. Examples of such sources are but not limited to;

* + - Check stubs or earnings statements based on actual income received or earned within the past 12 months, which indicate the employee’s gross pay, frequency of pay or year to date earnings
		- Employment verification form completed by employer
		- W-2 forms plus income tax return forms
		- Income tax returns signed by the resident may be used for verifying self-employment income, or income from tips and other gratuities.
* Computer print-outs from the employer
* Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)
* EHC will accept faxed and photocopied documents when received directly from the generating source.
* Other documents noted in this section as acceptable verification

If the participant disputes the income generated from the supplied documentation, the documentation will be compared to EIV for additional accuracy. If there is still a discrepancy, EHC will verify information directly from the income source.

In cases where the documents viewed cannot be photocopied, EHC staff will view the document(s) and will document the file accordingly with the facts provided and an explanation.

Participant supplied documents must not be more than 60 days old.

**ENTERPRISE INCOME VERIFICATION (EIV):**

EHC will utilize Enterprise Income Verification methods, when applicable. EIV is considered third-party verification, but can be used to complement secondary written third-party verification.

EIV may be used in lieu of 3rd party verifications when there is not a substantial difference between EIV and tenant-reported income. HUD defines substantial difference as $200 or more per month.

If the income reflected on the EIV verification is less than that reflected on the participant provided documentation, EHC will use participant provided documents to calculate anticipate annual income as long as the difference is within the $200 threshold.

If the income reflected on the EIV verification is greater than current participant provided documentation, EHC will use EIV income data to calculate anticipated annual income as long as the difference is within the above mentioned $200 threshold; unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The participant supplied documents must not be more than 60 days old.

In cases where EIV data is substantially different than participant reported income, EHC will follow the following guidelines:

* EHC will utilize written third party verification to verify the information
* When EHC cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, EHC will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
* EHC will analyze all data (EIV data, third party verification and other documents; information provided by the resident) and attempt to resolve the income discrepancy.
* EHC will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If EHC is unable to anticipate annual income using current information due to historical fluctuations in income, EHC may average amounts received/earned to anticipate annual income.

If the tenant disputes EIV SS/SSI benefit data, EHC will request the tenant to provide a current original SSA notice or benefit letter within 10 calendar days of being notified of the dispute.

The income reflected on the EIV verification must not be more than 60 days old.

**THIRD - PARTY WRITTEN VERIFICATION:**

Third-party verification is used to verify information directly from the income source. Third-party written verification forms will be sent and returned via first class mail. The resident will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

EHC will accept verifications in the form of computerized printouts delivered by the resident from the following agencies:

Third party employment Income verification forms to be requested from employer by PHA should contain:

* + - * Dates of employment
			* Amount and frequency of pay
			* Date of last paycheck
			* Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

**Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification in addition to EIV include:

* Benefit verification form completed by agency providing the benefits.
* Award or benefit notification letters prepared and signed by the providing agency.
* Computer report electronically obtained or in hard copy

**Unemployment Compensation**

Acceptable methods of verification in addition to EIV include:

* Verification form completed by the unemployment compensation agency.
* Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
* Payment stubs
* Social Security Administration
* Veterans Administration
* Department of Human Services (DHS) automated verification system or
* MIBRIDGES automated verification system
* Unemployment Compensation Board
* City or County Courts

**Department of Human Services (DHS)**

Acceptable methods of verification in addition to EIV include:

* MIBRIDGES automated income verification system
* Written statement from DHS/TANF worker on agency letterhead providing participant’s cash or food stamp amount, dates received and participant name & address
* Agency computer generated form with participant’s cash or food stamp amount, dates received and participant name & address

**Loss of Income from Welfare Work-Related Sanctions**:

If state or local public assistance benefits are decreased because of any failure of any member of the resident to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the resulting loss of income shall not be entitled to a rent reduction.

**Earned Income Disregard (EID)**:

To qualify for EID, any resident who becomes newly employed or experiences increased earnings will have their increased/new earnings disregarded for 12 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard and no more than a 50% increase can be applied to the rent calculation in either year. The disallowance of increased income for an individual resident member is limited to a life-time 48 month period.

The earned income disregard applies to the following resident members:

* + - A resident member who, during the previous 6 months, was assisted under any State Temporary Assistance to Needy Families Program (TANF).
		- Resident member who becomes employed after being unemployed for at least one year.

EHC will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. EHC will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

EHC will not delay the processing of an application beyond two (2) weeks because a third party information provider does not return the verification in a timely manner.

**THIRD – PARTY VERBAL VERIFICATION:**

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If verbal verification is utilized EHC must originate the call.

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, EHC will document the file accordingly and utilize documents provided by the participant as the primary source if the documents provide complete information.

**NOTARIZED SELF CERTIFICATION:**

When verification cannot be made by participant supplied documentation, EIV, third-party verification or oral verification witnessed by EHC staff, participants will be required to submit a notarized self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification statement under penalty of perjury.

**Recurring Gifts**

The resident 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

**Verification of Zero Income Status**

Residents claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Residents claiming to have no income will have to certify to this status at least quarterly when notified by EHC.

# ASSETS

**Per PIH Notice 2013-03 and the Paperwork reduction Act of 1995 (44 U.S.C. 3501-3520) the EHC adopted a provision to allow participant’s actual past income used in verifying income. EHC will accept a participant’s declaration of the amount of assets of less than $5,000 and the amount of income expected to be received from those assets. The EHC’s application and reexamination documentation, signed by all adult family members, will serve as the declaration.**

**When the participant family has net family assets equal to or less than $5,000, the EHC will not request supporting documentation.**

**When the participant family has net family assets in excess of $5,000, the EHC will obtain supporting documentation using the methods listed below**

**Income from Assets - Savings Account Interest Income and Dividends**

Acceptable methods of verification include:

* Account statements, passbooks, certificates of deposit, or EHC verification forms completed by the financial institution.
* Current bank statements
* Broker’s statements showing value of stocks or bonds and the earnings credited the resident. Earnings can be obtained from current newspaper quotations or oral broker’s verification.
* IRS Form 1099 from the financial institution provided that EHC must adjust the information to project earnings expected for the next 12 months.

**Income from Assets - Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include:

* A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the resident is not sufficient unless a breakdown of interest and principal is shown.)
* Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

**Income from Assets - Net Rental Income from Property Owned by Resident**

Acceptable methods of verification include:

* IRS Form 1040 with Schedule E (Rental Income).
* Copies of latest rent receipts, leases, or other documentation of rent amounts.
* Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
* Lessee’s written statement verifying rent payments to the resident and resident’s self-certification as to net income realized.

# Verification of Assets

EHC will require the information necessary to determine the current cash value of the resident’s assets, (the net amount the resident would receive if the asset were converted to cash).

**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.
* Current bank statements
* Quotes from a stockbroker or realty agent as to net amount resident would receive if they liquidated securities or real estate.
* Real estate taxes statements if the approximate current market value can be deduced 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.
* Resident’s self-certification describing assets or cash held at the resident’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**

For all Certifications and Re-certifications, EHC will obtain the Resident’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 re-certification.

If the resident certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the resident received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

Foreclosures will be treated the same way as an asset disposed of for less than fair market value.

# verification of medical EXPENSES

**Medical Expenses:**

Residents 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. One or more of the methods listed below will verify all expense claims:

* Written verification by a doctor, hospital or clinic personnel, dentist, Pharmacist, of (a) the anticipated medical costs to be incurred by the resident and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance a government agency.
* Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
* Pharmacy generated print out with applicable dates and applicant’s name & address
* Current bank statements that reflect automatic medical premiums deducted directly from the account
* Written confirmation by the insurance company or employer of health insurance premiums to be paid by the resident.
* Written confirmation from the Social Security Administration of Medicare premiums to be paid by the resident over the next 12 months. A computer printout will be accepted.

**Attendant care:**

* + - * EHC will require certification from a qualified professional having knowledge of the person’s need for an attendant and who can verify the attendant is necessary as a medical expense.
			* Attendant’s written confirmation of hours of care provided and amount and frequency of payments received from the resident or agency (or copies of canceled checks the resident 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 medical bills that will continue over all or part of the next 12 months.
			* Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. EHC may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
			* EHC 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:**

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 resident member to be employed.

Resident’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 resident, frequency of receipt, and hours of care provided.
		- Certification of resident and attendant and/or copies of canceled checks resident 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.

# verification of NON-FINANCIAL FACTORS

**Verification of Legal Identity and Familial Relationships**

EHC will require applicants to furnish verification of legal identity for all resident members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a resident is illegible or otherwise questionable, more than one of these documents may be required.

* + - Certificate of Birth, naturalization papers
* Church issued baptismal certificate
* Current, valid Driver’s license
* U.S. military discharge (DD 214)
* U.S. passport
* Voter’s registration
* Company/agency Identification Card
* Government issued Identification Card
* Verification of guardianship is:
	+ - Court-ordered assignment
		- Affidavit of parent
		- Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

* + - * Certificate of Birth
			* Adoption papers.
			* Custody agreement.
			* Health and Human Services ID.
			* School records.

If none of these documents can be provided, a third party who knows the person may, at EHC’s discretion, provide certification to be used as verification.

**Verification of Marital Status:**

* 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.
* Verification of marriage status is a marriage certificate.

**Verification of Permanent Absence of Resident Member**

If an adult member who was formerly a member of the household is reported permanently absent by the resident, EHC will consider any of the following as verification:

* Divorce Decree
* Legal separation agreement.
* Order of protection/restraining order obtained by one resident member against another.
* Proof of another home address, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
* Statements from other agencies such as social services or a written statement from the landlord or manager that the adult resident member is no longer living at that location.
* If the adult resident member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
* If no other proof can be provided, EHC will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

**Verification of Change in Resident Composition**

EHC may verify changes in resident composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

**Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

# VERIFICATION OF NON- INCOME

Certified proof of identity such as; birth certificates, valid driver’s license, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household.

Social Security Card or legal documents verifying the Social Security number for the applicant and each member of the applicant’s household who is at least six (6) years old. (If the applicant cannot provide the proper documentation requirements he/she must submit to the Authority the individual’s SSN(s) and a certification executed by the individual that the SSN(s) submitted has been assigned to the individual, but that acceptable documentation to verify the SSN(s) cannot be provided).

The EHC shall require the client head of household, members 18 years or older, or legally appointed designee to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, State, or local agency to furnish or release to the EHC and to HUD such information as the EHC or HUD determines to be necessary.

Proof of disability, or of physical impairment, if necessary to determine the applicant’s eligibility as a client or entitlement consideration under the criteria established in these policies, provided in written form by the appropriate government agency.

Statements from landlords, client social workers, parole officers, court records, drug treatment centers, clinics, physicians, or police departments, where warranted in individual cases.

Receipts for utility services.

Verification of evidence of citizenship and/or eligible immigration status or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However people in the last category are not entitled to housing assistance in preference to any United States citizen or national client within Guam.

# VERIFICATION OF SOCIAL SECURITY NUMBERS

Social security numbers must be provided as a condition of eligibility for all resident members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a resident member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification.

The resident is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

* A driver’s license
* Identification card issued by a Federal, State or local agency
* Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
* An identification card issued by an employer or trade union
* An identification card issued by a medical insurance company
* Earnings statements or payroll stubs
* Bank Statements
* IRS Form 1099
* Benefit award letters from government agencies
* Retirement benefit letter
* Life insurance policies
* Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
* Verification of benefits or Social Security Number from Social Security Administration

If no Social Security number has ever been assigned to a particular resident member, the applicant must sign a certification stating that no SSN has been assigned. If a SSN has been assigned to an individual and this individual is not able to produce documentation, the applicant must provide SSN documentation to the owner within 60 days (120 days for those 62 years old or older) from the date on which the applicant certified that the documentation was not available.

# VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare 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 resident member must declare their status.

Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while EHC informal review is pending.

**Citizens or Nationals of the United States**

All applicants and participants are required to sign a declaration under penalty of perjury. EHC will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

* United States birth certificate
* United States passport
* Resident alien/registration card
* Social Security card
* Other appropriate documentation as determined by EHC

**Eligible Immigrants who were Participants and 62 or over on June 19, 1995**

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

**Non-citizens with eligible immigration status**

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the resident. EHC verifies the status through the INS SAVE system. If this primary verification fails to verify status, EHC must request within ten days that the INS conduct a manual search.

**Ineligible resident members**

Ineligible resident members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible resident members signed by the head of household or spouse.

**Non-citizen students on student Visas**

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 requested forms:**

If an applicant or participant resident 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 resident fails to provide and sign as required, the resident may be denied or terminated for failure to provide required information.

**Timeframe 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 at the time of initial application. EHC will not provide assistance to any resident prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the resident. EHC will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the resident’s first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For resident members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial EHC does not supply the documents, EHC must conduct the determination.

**Extensions of Time to Provide Documents**

EHC will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

**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.

# OCCUPANCY

**Offer of a Dwelling Unit:**

In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

As an application nears the top of the waiting list, the EHC will contact the applicant resident to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about requirements for move-in, such as utility company verifications, security deposits, etc. For an applicant on a short waiting list, the steps enumerated above may be included in the process of taking the complete application.

Upon receipt of the initial offering, the applicant shall have three (3) calendar days to accept or reject the housing unit. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer. Failure to respond to an offer will result in a withdrawal of the offer and the applicant will be removed from the waiting list.

Upon acceptance of the unit offer, the applicant will have thirty (30) days to complete the necessary requirements to execute the lease and move-in. This includes, but is not limited to; completing all outstanding occupancy requirements, such as completion of leasing interview paperwork, criminal history check, and income verification. The applicant will informed that they must pass a previous landlord background check and a criminal history background check. They will be given the proper authorization form needed to do this. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

The resident will pay a security deposit at the time of lease signing. The security deposit charged will be equal to one (1) month’s rent or not less than $100.00.

In the case of a transfer within the buildings, the security deposit for the first unit will be transferred to the second unit. If the security deposit for the second unit is greater than that for the first, the difference will be collected from the resident. Conversely, if the security deposit is less, the difference will be refunded to the resident.

The EHC has ten (10) housing units modified for Handicapped Accessibility. When one of these handicapped accessible units become available, the EHC will first offer the unit to an existing resident having a handicap and occupying a non- accessible housing unit. If no such resident exists or refuses, the handicapped unit will be offered to the next applicant on the waiting list who requests on their application the need for handicapped features in a unit. If there are no such applicants on the wait list and the handicapped unit must be offered to an applicant who does not (nor does any resident member) have an impairment, the EHC will require the applicant to sign an agreement they will move at their expense to a non-accessible unit when such a unit is available and there is a need for their handicapped unit.

 **Unit Refusals:**

When an applicant first refuses an offer of a housing unit, the application will remain on the waiting list. Upon refusal of the second such offer, the application shall be removed from the waiting list and classified as inactive, but the resident is free to re-apply if the wait list is open.

If the applicant is willing to accept the unit offered but is unable to move within thirty (30) days at the time of the offer, and presents clear evidence of his/her inability to move to the EHC’s satisfaction, refusal of the unit offer shall not count as one of the number of allowable refusals.

If an applicant presents, to the satisfaction of the EHC, clear evidence that acceptance of a given unit offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, creed, age, handicap, familial status or national origin, such as inaccessibility to source of employment, etc., the refusal of such an offer shall not be counted as one of the allowable refusals.

## Leasing of Dwelling Units:

The head of household of each resident accepted as a resident is required to execute a lease agreement prior to move-in. All adult members who are 18 years of age or older of the household are also required to sign the lease. One copy of the lease will be given to the lessee and the original will be placed in the resident’s permanent file that has been established in the EHC’s Administrative Office and the remaining copy will go to the Resident.

Each lease shall specify the unit to be occupied, the date of admission, the name of all resident members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household and/or responsible adult before execution of the lease.

The lease shall be kept current at all times. If a resident transfers to a different unit, the existing lease will be terminated and a new lease will be executed for the new unit.

Certain documents are made a part of the dwelling lease by reference. These include, but are not limited to, the Admission and Continued Occupancy Policy, the Resident Handbook and the posted Resident Rules and Regulations.

Cancellation of a resident’s lease is to be in accordance with the provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the resident. Written records shall be maintained containing the pertinent details of each eviction.

### Person with Disabilities

The HUD definition of a *person with disabilities* is a person who is unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

A developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U. S.C 15002(8)), defines developmental disability in functional terms as follows;

IN GENERAL - the term *developmental disability* means a severe, chronic disability of an individual that;

1. is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. is manifested before the individual attains the age of 22;
3. is likely to continue indefinitely;
4. results in substantial functional limitations in 3 or more of the following areas of major life activity; a) self-care, b) receptive and expressive language, c) learning) d) mobility, e) self-direction, f) capacity for independent living, g ) economic self-sufficiency AND
5. reflects the individuals need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Has a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his/her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability **is** based solely on drug or alcohol dependence does NOT qualify as a person with disabilities UNLESS a doctor has determined them to be physically or mentally impaired as a result of the dependence for a duration which is expected to be indefinite or result in death. (E.g. an alcoholic who has cirrhosis of the liver due to alcohol dependency would be considered disabled). However, this does not prevent the EHC from denying admission for reasons related to alcohol and drug abuse following the policies outlined in this program guide.

### Reasonable Accomodation for Individuals who are Handicapped or Disabled - An individual with a handicap is a person who has a physical or mental impairment which creates a loss of opportunity to take part in one or more major life activities; has a record of such impairment; or is regarded as having such impairment. In many cases, this loss of opportunity can be corrected by a reasonable accommodation.

As used in this definition:

1. Physical or mental impairment includes;

Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological: musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin and endocrine

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities\* The term physical or mental impairment includes, but is not limited to, such diseases and conditions as hopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

1. Major life activities means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
2. Has a record of such an impairment means has a history of, or has been classified as having, a mental or physical impairment that substantially limits one or more major life activities.
3. Is regarded as having an impairment means:
4. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such as limitation
5. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment
6. Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such as impairment

**HUD differentiates between the definition of a person with a disability and a person who is handicapped, for purposes of receiving the $400 elderly/disabled household deduction and medical allowance deduction. Per HUD regulations, those who are classified as disabled are eligible for the elderly/disabled deductions. Those who are classified as handicapped are not eligible for the elderly/disabled deduction.**

**For purposes of reasonable accommodations and program accessibility, both persons who are defined as disabled and those who are defined handicapped are eligible for reasonable accommodations.**

**Live-In Aide -** A live-in aide is a person who resides with an near-elderly or elderly person(s) with disabilities, and who:

(1) is determined to be essential to the care and well-being of the person(s)

(2) is not obligated for the support of the person(s), and

 (3) would not be living in the unit except to provide the necessary supportive services (24 CFR5.403).

The EHC will approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program assessable to and useable by a person with disabilities.

A live-in aide is a member of the household, not the resident, and the income of the aide is not considered in income calculations (24 CFR 5.609(c) (5). Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a resident member and would not be considered a remaining member of a resident.

A residents request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the resident’s choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the near-elderly, elderly or disabled resident***. For continued approval, the resident must submit a new, written request - subject to EHC verification - at each annual recertification.***

In addition, the resident and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services,

In order for the live-in aide to be approved by the EHC, he/she is subject to the same screening criteria and criminal history check as a prospective resident. The EHC has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval based on the results of this screening and criminal history results.

Within ten (10) calendar days of receiving a request for live-in aides, including all required documentation related to the request, the EHC will notify the resident of its decision in writing.

**Admission of Additional Members to a Current Household:**

The resident of a household that wishes to add additional members must submit a written request for approval by the Executive Director or his/her designee. All new member(s) must be determined eligible in accordance with eligibility criteria listed in previous chapter. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with the Occupancy Standards contained in previous chapter.

**Denial of new member**:

The EHC may deny the application for inclusion of additional resident member for any of the following reasons:

* The dwelling unit would be overcrowded or would exceed the Occupancy Standards as outlined in previous chapter.
* Additional members are not related to resident by blood, resident make-up, marriage or legal adoption.
* Additional members are prior Residents with balances owed.
* Additional members are prior Residents who have been evicted for criminal or illegal activities.
* Additional members are registered sex offenders or do not pass a criminal history check.
* Other reasons as determined from time to time by the Executive Director.

Examples of situations where the addition of a resident or household member is subject to screening are:

* Resident plans to be married and files a request to add the new spouse to the lease;
* Resident is awarded custody of a child over the age which juvenile justice records are available;
* Resident desires to add a new resident member to the lease, employ a live-in aide, etc.
* A unit is occupied by a remaining resident member (s) under age 18 (who is not an emancipated minor) and an adult, not part of the original household, requests permission to take over as the head of household.

Residents who fail to notify the EHC of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by EHC and the entire household will be subject to eviction.

**Visitors -** Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on EHC premises that would be a lease violation. Overnight visitors must be reported to and signed in at the office by the resident within 48 hours of the overnight stay. Visits of more than fourteen (14) calendar days shall be authorized by EHC management with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of household shall be guilty of a breach of the lease.

In accordance with the lease, roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with resident occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.

Former residents of EHC who have been evicted from EHC housing will be considered trespassers. Any resident who allows a trespasser to visit the premises or occupy their unit for any period of time will be considered in violation of their lease. Violation of this is grounds for termination of lease.

It is the resident’s responsibility to report any household move-outs within seven (7) calendar days of its occurrence. These individuals may not be re-admitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by EHC in making determinations under this paragraph.

### Guests ( overnight visitor) - A guest is defined as a person temporarily staying in the unit with the consent of the lease holder(s). The lease provides that the resident has the right to exclusive use and occupancy of the dwelling unit. The head of household is responsible for the conduct of their visitors and guests, inside the apartment as well as anywhere on or near EHC premises. In addition, a resident must notify the EHC when overnight guests will be staying in their apartment for more than three (3) days. A resident cannot give accommodations to long term guests in excess of fourteen (14) days per calendar year.

A resident may request an exception to this policy for valid reasons (e.g. care of the resident recovering from a medical procedure, etc.) An exception will not be made unless the resident can identify and provide documentation of the resident’s condition, etc. Former residents who have been evicted are not permitted as overnight guests. Guests who represent the apartment as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowed time limit will be considered unauthorized occupants and their presence constitutes a lease violation of the resident. Three of more lease violations of this nature could result in eviction or non-renewal of the residents dwelling lease.

**Community Service Requirement (24 CFR 960 Subpart F (960.600 – 960-609)**

For the purpose of this policy, Community Service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life in the community. It is not employment and may not include political activities.

Each adult resident of the EHC who is not exempt must contribute 8 hours per month of community service (24 CFR 960.603(a)).

Residents exempt from the Community Service requirement (24 CFR 960.601(b), Notice PIH 2009-48):

* Age 62 years & older
* Resident that is blind or disabled (as defined under section 216(i) (1) or 1614 of the Social Security Act) and who certifies that because of this disability is unable to comply with the service provisions.
* A primary caregiver of a blind or disabled individual
* Is already engaged in gainful employment of 20 hours per week or more

**Absence from the Dwelling -** Residents may be absent from the dwelling for a variety of reasons such as illness, travel etc. A resident who is absent from their apartment for more than 90 consecutive days is considered permanently absent and will be asked to vacate the premises. In addition, the resident may NOT allow a guest/visitor to reside in their apartment in their absence.

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

Resident will be assessed a $50 charge for every piece of furniture that is left behind and must be disposed of by the EHC.

## Return of Security Deposit – After a resident moves out, the Eastpointe Housing Commission will return the security deposit within 45 days of vacating or give the resident an itemized written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same condition as when the resident moved in, except for normal wear and tear. Security deposits will not be used to cover normal wear and tear or damage that existed when the resident moved in.

**Abandonment -** The Eastpointe Housing Commission will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit. When a unit has been abandoned without proper notice, the EHC will follow State and local Landlord/Tenant law pertaining to abandonment before talking possession of the unit.

Within 30 days of learning of abandonment, the Housing Commission will either return the security deposit or provide a statement of why the security deposit is being kept.

# TRANSFERS

**The types of transfer requests that the EHC will consider are limited. Transfers are administratively costly and burdensome and therefore the EHC will not grant a transfer request for any other reason other than those listed below:**

## Types of Transfers - in order of priority

**Emergency Transfers (safety hazard, maintenance conditions)**

 The EHC may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations. The option to transfer fire or disaster victims is open to the EHC. Management may review cause of the disaster/accident/fire, rent paying history, housekeeping, illegal or criminal activities and/or social dysfunction and use these criteria for making the determination to re-house. The EHC has the ultimate responsibility for providing shelter for victims of fire. If there is not a unit available, then the resident will be first on the list when a unit becomes available.

**Transfers for Approved Medical Reasons** - Residents may be transferred from their current housing unit in order to obtain reasonable accommodations of the needs of any resident with disabilities. The EHC will require medical documentation of a resident’s condition from a physician or service provider and reserves the right to make its own evaluation of such documentation. All other medical related transfer requests shall be determined solely by management.

**Transfer for Reasonable Accommodation requests** -To accommodate a member of a resident who has mobility or other impairment that makes the person unable to use critical elements of the unit.

**Transfers to make Handicapped accessible units available.**

If the unit leased is a handicapped designated unit and the resident occupying the unit is not a resident with handicapped individuals, the resident must sign an agreement to transfer out of the unit when notified by management that the unit is needed for a handicapped resident.

The EHC may from time to time have an excess of handicapped accessible units. In an effort to get the best use of all units the EHC may from time to time rent a handicapped designated unit to a resident that has no handicapped members. The EHC will advise the resident of the requirements to transfer if and when a handicapped designated resident is determined eligible. If the resident selected for the unit decides not to accept the unit because of the requirement to move at some date in the future, the refusal shall not count against the resident.

**Transfers for Modernization Project (demolition, renovation) :**

If a building is undergoing modernization type work which necessitates vacating housing units, the affected residents will be relocated at the EHC’s expense in available vacant units within the EHC. EHC will suspend normal transfer procedures to facilitate modernization type activities.

**Relocation Cost:** The EHC will bear the relocation costs of packing, moving &, unloading under the following circumstances:

If the transfer is due to emergency conditions that are due to an act of nature such as fire, accident, or natural disaster that results in dwelling becoming uninhabitable or unsafe

When the transfer is due to an agreement to make an accessible unit available as needed

Demolition, renovation or rehabilitation initiated by EHC

The RESIDENT will bear the relocation cost of packing, moving & unloading under the following circumstances:

* When the transfer is made at the request of the resident for medical reasons
* When the transfer is made for reasonable accommodation
* When the transfer is needed due to the action or inaction by the resident which caused the unit to become unsafe or uninhabitable.

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

Residents requesting a transfer must submit the request in writing.

The EHC will respond in writing within ten (10) calendar days with one of the following responses;

* by approving the request and placing the resident’s name on a transfer list
* by denying the request
* by requiring more information or documentation from the resident

**Right of Management to Make Exceptions:** This policy is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development.

# Rent Determination:

Monthly rent calculation is determined by 30% of a residents’ gross monthly income (and income from assets) minus eligible out of pocket medical expenses as allowed by HUD **UNLESS** one of the following income situations exist;

1. **Flat Rent**: If the resident/potential resident has an income based rent that is higher than the flat rent established by the EHC, they will be given the opportunity to choose the minimum flat rent or an income-based rent. If theresident chooses the minimum flat rent, the rent will be adjusted only at the next annual recertification NOT at the next effective flat rent change. The flat rent option may be exercised by the resident at the time of lease-up or annual re-examination. The EHC shall review the income of residents paying flat rent not less than once every three (3) years.

The flat rent rate will be reviewed annually and set no lower than 80% of the applicable Fair Market Rent bedroom size established for EHC metropolitan area. Flat Rents are based on the market rent charged for comparable units in the private unassisted rental market. If the resident chooses to pay a flat rent, the EHC does not apply any utility allowance reimbursement. ((24 CFR 960.253(d)).

Effective December 1, 2018, the EHC adopted a Flat Rent of **$727.00**

The EHC will provide the resident with the opportunity to immediately switch to the income-based rent if the following verified financial hardships:

* Income of the resident has decreased because of a change in circumstances, loss or reduction of employment, death in the resident which resulted in the reduction of or loss of income or other assistance.
* An increase in the resident’s expenses for medical costs, transportation, etc.
* Such other circumstances as may be determined by the Authority.

**Minimum Rent:** If the resident/potential resident has an income based rent that is lower than the minimum rent established by the EHC, the resident will be required to pay the minimum rent as established by the EHC. Effective June 1, 2014, the minimum rent is **$50.00.**

However; **if** the minimum rent creates a hardship, there are exemptions from the payment of the minimum rent. A **Hardship Exemption** is a financial situation where paying the minimum rent would create hardship circumstances such as;

* + - The resident has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program.
		- The resident would be evicted as a result of the imposition of the minimum rent requirements.
		- The income of the resident has decreased because of changed circumstances, including the loss of employment.
		- A death in the resident.
		- Other situations as may be determined by the EHC.

If a resident equests a hardship exemption and management determines the hardship to be of a “temporary nature”, the exemption shall not be granted for 90 days. The resident cannot be evicted during this 90-day period for non-payment of rent. If the resident can demonstrate that the hardship is long-term, then the Authority must retroactively exempt the resident from the minimum rent for the initial 90 day period. Hardship exemptions must be requested in writing within 14 days of knowledge of the hardship circumstance.

**Earned Income Disregard**:

Any resident whose income increases from new or greater employment will be disregarded for 12 months from the date of the income increase. The rent increase will then be phased in over a two-year period after the initial 12 months disregard and no more than a 50% increase can be applied to the rent calculation in either year. The disallowance of increased income for an individual resident member is limited to a life-time 48 month period.

The earned income disregard applies to the following resident members:

* + - A resident member who, during the previous 6 months, was assisted under any State Temporary Assistance to Needy Families Program (TANF).
		- Resident member who becomes employed after being unemployed for at least one year.

**Loss of Income from Welfare Work-Related Sanctions**:

If state or local public assistance benefits are decreased because of any failure of any member of the resident to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the resulting loss of income shall not be entitled to a rent reduction.

# Rent Collection & utilities

Rent is due on or before the first (1st) day of each month and is delinquent at close of business on the tenth (10th) calendar day of the month. A $25.00 late charge will be assessed for delinquent rent. All payments received after 4:30 P.M. shall be dated the next work day, but for delinquency purposes they will have the actual payment date noted on the receipt. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a nonpayment of rent and will incur the late charge and the bank’s fee for non-sufficient funds.

Rent is to be paid by money order, personal check or automatic bank debt – no cash will be accepted by management office unless approved by Executive Director.

Maintenance charges and all other charges are due within sixty (60) days of invoice and notification of the charge. Other charges, not mentioned specifically in this policy, appearing on rental accounts are due immediately unless otherwise stipulated in a management agreement.

Payments received shall be applied to the oldest debt first, unless some charges are currently contested under a written grievance.

No amount shall be considered too small to issue a Demand for Possession.

Management reserves the right to waive late charges or to accept payments after the delinquency date as determined on a case by case basis.

## Rental Payments after the Delinquency Date

The EHC will assess a $45.00 late charge to all residents at close of business on the tenth (10) day of the month.

Payments tendered by residents after the delinquency date and prior to a demand notice will be accepted by management provided all rent and other charges then due are paid in full. No partial payments will be accepted after the delinquency date.

No payments will be accepted after the expiration of the eviction notice.

**Utilities:**

A utility allowance is given when the utilities (except telephone) for an assisted unit are not provided by the landlord and are the responsibility of the resident. In Erin Manor, the gas, electric, and water are included in the rent. Since EHC pays those utilities, no utility allowance is assessed with the exception to those residents who have window air conditioners installed in their apartments. These residents are charged a utility fee for the extra cost to the housing commission for running the air conditioner. This charge is added to the monthly rent each month. This fee is reviewed annually and adjusted as needed. In Berry Manor, the gas and water is included in the rent and the resident is responsible for paying the electric. They are given a utility allowance to compensate for this cost and this allowance is deducted from their rent each month. The utility allowance is reviewed annually and adjusted as needed.

# Inspections

## Move-In Inspections:

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

## Notice of Inspection:

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

## Annual Housing Quality Standards (HQS) Inspections:

The Housing Commission is required by HUD to inspect each public housing unit annually to ensure that each unit meets the Housing Commission’s housing standards and to confirm that the resident is maintaining the unit in a safe and sanitary condition. Residents will be given adequate written notice as to when this inspection will occur. If the resident is not home during the time of the HQS inspection, maintenance will key-in and perform the inspection. Maintenance and housekeeping work orders will be generated based on this inspection and any deficiencies will be corrected.

## Preventive Maintenance Inspections:

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

## Special Inspections:

A special inspection may be scheduled to enable HUD, REAC, or others to inspect a sample of the housing stock maintained by the Eastpointe Housing Commission.

## Housekeeping Inspections:

Generally, at the time of annual re-examination, or at other times as deemed necessary, the Housing Commission will conduct a housekeeping inspection to ensure the resident is maintaining the unit in a safe and sanitary condition. Hoarding is considered a housing keeping violation due to the fire hazard it imposes on the unit.

## Emergency Inspections:

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

## Move-Out Inspections

The Housing Commission conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. Management will furnish a written statement to the resident’s forwarding address of any charges to be made provided the resident turns in the proper notice under State law. This inspection becomes the basis for any claims that may be assessed against the security deposit. The resident’s security deposit can be used to offset against any resident damages to the unit.

### Resident Break-up

When a resident on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former resident members may make a new application with a new application date if the waiting list is open.

If a resident breaks up into two otherwise eligible families when living in public housing, only one of the new families will continue to be assisted.

In the absence of a an agreement among original resident members regarding who should keep the assistance, the EHC will determine which resident will retain their placement on the waiting list or continue in occupancy considering the following factors; (1) the interest of any minor children) (2) the interest of any ill, elderly, or disabled resident members, (3) the interest of any resident member who is or has been the victim of domestic violence, dating violence, or stalking and provides proper documentation; (4) any possible risks to resident members as a result of criminal activity, and (5) the recommendations of social services professionals.

# CONTINUED OCCUPANCY

## Criteria for Continued Occupancy

The criteria for resident leases to be re-newed and to continue occupancy at the EHC is as follows;

* Must continue to qualify as an elderly or near-elderly resident as defined by Federal requirements
* Must continue to conform to the Occupancy Standards as defined earlier
* Resident’s prior year performance in meeting financial obligations, especially rent, and other charges, is satisfactory.
* Resident does not have a record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect the health, safety, or welfare of other residents, or the peaceful enjoyment of the neighborhood by other residents.
* Resident who does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazards through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the resident is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the resident to improve its housekeeping and the agency reports that the resident shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
* Resident who continues to not have a history of criminal activity.
* Resident who continues to occupy the housing unit on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty (30) days shall be grounds for termination of the lease.
* Resident who, with the assistance of a certified aide, is able to physically and mentally able to care for themselves and their housing unit and to discharge all lease obligations. In the case of a resident whose capacity for independent living and discharges of lease obligations is in question, the resources actually available in support of the resident, such as visiting nurses, homemakers or live-in caretakers.
* Resident must have complied with the community service work requirement of 8 hours of service per month (if applicable)

Once it is determined by EHC management that the resident remains eligible for continued occupancy with the EHC, a re-examination of income is conducted for the purpose of complying with the Federal and State requirements relating to annual re-examinations and to update income information so the resident can continue being charged the proper rent amount according to resident income.

**Procedures after the Expiration of the Termination of the Dwelling Lease**

Immediately after the expiration of the lease termination notice, management will issue a demand notice. No payments will be accepted after the demand notice is issued except from residents.

## Repayment Agreement

It is the policy of the Eastpointe Housing Commission that we will not provide Section 8 Housing Choice Rental Assistance or Public Housing rent assistance to a family/resident who has indebtedness to any Housing Commission until either the balance is paid in full or a **REPAYMENT AGREEMENT** has been executed.

In addition, a repayment agreement will be offered when it is discovered that the resident owes EHC back rent for unreported income or other such circumstances that results in money being owed to the EHC.

The EHC will only tolerate one (1) repayment agreement per client family over the duration of the client’s stay on the HCV program.

After a review of all relevant family income information, a monthly payment will be established. This agreement will allow the resident to make payments in installments not to exceed a three (3) month pay off. A deposit of 50% of the owed amount will be collected at the time that the Agreement is signed. If this deposit creates a hardship, a minimum of $100.00 deposit can be collected at time of signing. All payments must be made by money order only.

If the pay-off amount is large, and the resident is willing to pay it off, but unable to pay in full within three (3) months, it is at the discretion of the EHC to extend the agreement to a longer pay-off period, not to exceed twelve (12) months.

The family will not be allowed to move from the currently occupied rental unit until the repayment is paid in full.

The client/or resident will remain in good standing with the Housing Commission as long as all payments are received in a prompt and timely manner.

ONE (1) missed payment constitutes a forfeit of this agreement, and this failure to comply with the repayment schedule will result in the client/resident being terminated from the program.

Failure to abide by this Repayment Agreement will result in one or more of the following actions:

* Clients/resident will have their rental assistance terminated.
* The Housing Commission will turn the case over to the HUD Attorney General to pursue further legal remedy for the remaining unpaid balance.
* Clients/residents will have their accounts referred to a collection agency.
* Applicants owing money will have their applications withdrawn until payment in full has been received.

## Vacated Residents with Balances

Vacated residents will have seven (7) days from the date of the statement of Refund of Security Deposit to pay the account or make arrangements for payment. Accounts will be reported to HUD and residents will no longer to eligible for any type of federally subsidized housing until the debt has been paid.

# Annual Re-Examinations and interim rent adjustments

#  (24 CFR 960.257(a) (1))

**Annual Rent Re examinations:**

Annual re-examinations are necessary to comply with the Federal requirement that each resident have their eligibility reviewed at least every twelve (12) months. Residents will be notified in writing of the requirements for re-examination approximately 120 days in advance in order to allow sufficient time for the complete processing and verification of income. All rent re-examination changes in resident’s rent will be documented in writing with a “Notice of Rent Adjustment” which shall become a part of the lease. Failure to complete re-examination is a serious lease violation which will result in the termination of tenancy. Failure to complete re-examination includes:

* Failure to appear for a scheduled re-certification interview without making prior alternative arrangements with the EHC.
* Failure to supply or cooperate in the verification process pertaining to income, resident composition and eligibility.
* Refusal to properly execute required documents.
* Noncompliance of the community service requirements for those residents who are not non-exempt. However, the EHC will permit the noncompliant resident to cure the noncompliance with a signed agreement to make up the hours needed during the next 12 month period. Continued noncompliance shall result in eviction.

**Interim Re-examinations:**

Interim re-examinations are conducted when residents report changes in income and/or family circumstance. It is the resident’s responsibility to bring any changes in income or resident composition to management’s attention. Interim rent reductions will not be made for residents until after receipt of all required verifications. All interim rent changes in resident’s rent will be documented in writing with a copy of “Notice of Rent Adjustment” which shall become a part of the lease.

An interim re-examination is required for the followings: transfers; interim rent adjustments; changes in names of head of household or other adult members in the household; and in other special circumstances that affect resident composition or income.

Interim rent adjustments will not be processed until the receipt of all required verifications are on the desk of the Housing Administrator. Interim adjustments unable to be processed by the 20th of the month must wait until the prior month.

Zero Income renters will be subject to quarterly interim reviews until such time that a regular source of income and rent can be established.

The following are specific changes which must be reported in writing within thirty (30) days of their occurrence:

* Change in resident composition ( marriage or death)
* Changes in income or new source of income. NOTE: Residents, whose income source comes from government benefits with periodic increases, do not have to report the changes to Management until annual re-examination, unless the amount of increase is equal to or greater than $40 per month.
* A hardship occurs (A hardship is interpreted to mean the occurrence of a situation which would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.) A resident who has had an income reduction between annual re-examinations must report all changes in income regardless of the amount or source within thirty (30) days of the occurrence.
* There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

## Processing Rent Changes:

All re-examinations – annuals and interims - shall be processed under the following conditions:

1. All data must be verified and documented as required by this document. The EHC will NOT adjust rents downward until satisfactory verification is received. Each time a re-examination is conducted a new criminal record will be retrieved on all adult members listed on the lease.
2. **Rent decreases** resulting from decrease in monthly income shall be made effective the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the EHC.
3. **Rent increases** resulting from increase in monthly income shall be made effective the first day of the second month following the month in which the change actually occurred. For employment, this is the date employment began, not the date income was first received. For government benefits, this date is the beginning of the period covered by the payment. The EHC shall give a thirty (30) day written notice of the increase.
4. Lease terminations resulting from re-examinations shall be conducted in accordance with the terms of the lease
5. If it is found that a resident has misrepresented or failed to report facts upon which the rent is based so that he is paying less than he should be paying, the resident may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation which may result in termination of the lease.

# Termination of lease by management/eviction

**For criminal activity, HUD permits the EHC to terminate the lease if a *preponderance of the evidence* (24 CFR 982.553(c)) indicates that a household member has engaged in the activity regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.**

**The EHC will use the concept of the preponderance of the evidence as the standard for making all termination decisions.**

***Preponderance of the evidence* is defined as 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 may not be determined by the number of witnesses, but by the greater weight of all evidence.**

**Eviction of Families for Drug-Related and/or Criminal Activities**

EHC shall commence eviction proceedings of the resident for:

1. Any drug-related criminal activity of the resident, household member or guest on or off the premises;
2. When EHC has determined that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Any other criminal activity on or off the premises.
4. If the EHC determines that a household member is a fugitive felon or a paroled violator.
5. If the EHC determines that a household member’s abuse or potential abuse of Alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The EHC has a “one strike” or “zero tolerance” policy with respect to violations of lease terms regarding drug-related and other criminal activities.

**Eviction of Families Whose Member(s) Do Not Comply With the Community Service Requirement**

The EHC shall commence eviction proceedings of the resident for non-compliance with the community service requirement of performing 8 hours of community service per month for an annual requirement of 96 hours.

However, the resident member may enter into a formal agreement to cure the deficiency by performing, in addition to the 8 hours per month in the forthcoming year, the hours deemed deficient. If at the end of the 2nd year the adult resident member is not in compliance the EHC shall not renew the lease.

**Termination by the Housing Commission**

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

1. Nonpayment of rent or other charges;
2. A history of late rental payments;
3. Failure to provide timely and accurate information regarding resident composition, income circumstances, or other information related to eligibility or rent;
4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. Assignment or subletting of the premises;
7. Use of the premises for purposes other than as a dwelling unit (other than for Housing Commission approved resident businesses);
8. Destruction of property;
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Non-compliance with Non-Citizen Rule requirements;
11. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Commission; and
12. Any other good cause.

The Housing Commission will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

# fraud

The EHC takes the position that:

“Any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.”

The EHC considers the misrepresentation of income and resident circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered.

Specifically:

1. An applicant or resident who has misrepresented income or resident circumstances may be declared ineligible for housing assistance.
2. If any examination of the resident’s file discloses that the resident made any misrepresentation (at the time of admission or any previous re-certification date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the housing unit even though he/she may currently be eligible.
3. A resident who has made misrepresentation of income or resident circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the resident’s misrepresentations resulted in his/her paying a lower Resident Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy, but failure to pay under terms established by the EHC shall always result in immediate termination of the lease. The EHC reserves the right to demand full payment within seven (7) days.
5. The EHC shall report apparent cases of resident or applicant fraud to the appropriate government agency. It shall be the policy of the EHC to press State and Federal authorities for prosecution of cases which, in the EHC’s judgment, appear to constitute willful and deliberate misrepresentation.

**Adopted April 24, 2013**

**Reviewed December, 2015, reviewed August 3, 2016, October, 2018**

# glossary Of Terms

**Please note that many of the definition terms outlined are incorporated by reference and shall apply to both assisted housing programs as is applicable.**

**Adjusted Income -** is the income on which total resident payment is to be based and means the Total Annual Income less applicable allowances:

1. **A deduction of $480.00 for each member of the resident (other than head of household or spouse) who is:**
	1. **Seventeen (17) years of age or younger, or**
	2. **Who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section.**
2. **A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a resident member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).**
3. **A deduction of $400.00 for Elderly Resident whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this section.**
4. **A deduction for any elderly resident:**
5. That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three percent (3%) of Total Annual Resident Income.
6. That has Handicapped Assistance Expenses greater than or equal to three percent (3%) of Total Annual Resident Income, an Allowance for Handicapped Assistance computed in accordance with paragraph F of this Section, plus an allowance for medical expenses that is equal to the Resident’s medical expenses.
7. That has Handicapped Assistance Expenses that are less than three percent (3%) of Total Annual Resident Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of Total Annual Resident Income. Expenses used to compute the deduction cannot be compensated for, nor covered by insurance.
8. **For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:**
	1. **Families whose income increases as a result of employment of a disabled resident member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.**
	2. **Families whose income increases during the participation of a disabled resident member in any economic self-sufficiency or other job training program.**
	3. **Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least $500.**

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

**The disallowance of increased income of an individual resident member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.**

1. **Child Care Expenses:** Amounts anticipated to be paid by the Resident for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Resident 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 child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges determined by the PHA, by conducting surveys of local child care providers.

***NOTE: If the Total Annual Income less the above allowances results in a rent that is less than the established minimum rent, the resident’s rent will be established at the* *EHC’s established minimum rent.***

**Admissions -** Begins on the effective date of the Dwelling lease. This is the point when the resident becomes a participant in the program.

**Adult is:**

* Eighteen (18) years of age or older;
* Eighteen (18) years of age and married (not common law); or
* A person that has been relieved of the disability of non-age by the juvenile court.

***NOTE: Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.***

**Amortization Payment -** In a manufactured home space rental, the monthly debt service payments by the resident to amortize the purchase price of the manufactured home

### Annual Income - Annual Income is the anticipated total income from all sources received by the resident head and spouse (even if temporarily absent) and by each additional member of the resident.

### Annual Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD’s assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median resident income in a particular area or county, with adjustments for resident size.

Income limits are used for eligibility only at admission. Eligibility is established by comparing residents annual income with HUD’s published income limits. To be income eligible, the resident must be a LOW INCOME resident

At least 40% of the residents admitted to the EHC public housing program per PHA fiscal year must be EXTREMELY low income residents.

**Annual Income (inclusions):**

Annual Income is the anticipated total income from all sources received by the resident head and spouse (even if temporarily absent) and by each additional member of the resident, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this Admin Plan. Annual Income includes, but is not limited to, the following: Ref: CFR 5.609.

1. The full amount, before any payroll deductions, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
2. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the resident;
3. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph “B” of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the resident. Where the resident has Net Resident Assets in excess of $5,000.00, Annual Income shall include the greater of the actual income derived from all Net Resident Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen’s compensation and severance pay
6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
7. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
8. The maximum amounts that the welfare assistance agency could in fact allow the resident for shelter and utilities. If the families’ welfare assistance is rate reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage
9. Periodic and determinable allowances, such as alimony, child support payments, and regular (monthly) contributions of gifts, including amounts received from any persons not residing in the dwelling;

All regular pay and allowances (such as longevity, rental allowances for dependents, etc.) received by a member of the Armed Forces who is head of the resident, spouse, or other resident member whose dependents are residing in the unit. (Does not include Hazard Duty Pay)

1. Payments to the head of the household for support of a minor or payments nominally to a minor for his/her support, but controlled for his/her benefit by the head of the household or a resident member other than the head who is responsible for his/her support;
2. Veterans Administration compensation (Service Connected Disability or Death Benefits)

**Annual Income Exclusions:**

Annual Income does not include such temporary, non-recurring or sporadic income as the following:

1. **Temporary**: Casual, sporadic, temporary, non-recurring income, including gifts.
2. **Medical Reimbursements**: Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.
3. **Lump-Sum Additions to Resident Assets**: Such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen’s compensation, capital gains, and settlements for personal or property losses.
4. **Scholarships**: Full amounts of educational scholarships (Title IV of Higher Education Act of 1965) paid directly to the student or to the educational institution and amounts paid by the United States Government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
5. **Relocation Payments**: Made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
6. **Food Stamps**: The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 (7 U.S.C. 2017(b)).
7. **Domestic Volunteers Service Act**: Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 (42 U.S.C. 5044(g), 5058).
8. **Income of a Live-In Aide**: (as defined in 24 CFR 913.102)
9. Monies received for performing **census date collection**
10. Payment to volunteers under the **Domestic Volunteer Service Act of 1973** (42 U.S.C. 5044 (g) 5058)
11. **Job Training Partnership Act**: Payments received from the Job Training Partnership Act (29 U.S.C. 1552(b))
12. **Hazardous Duty Pay**: For a resident member in the Armed Forces away from home and exposed to hostile fire.
13. **Minor Income**: Income from employment of children (including foster children) under the age of eighteen (18).
14. **Foster Care**: Payment received for the care of foster children.
15. **Alaska Native Claims Settlement Act**: Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a)), or reparation payments made by foreign governments in connection with the Holocaust.
16. **Sub marginal Land Income**: Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e)).
17. **Home Energy Assistance Program**: Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
18. **Grand River Band of Ottawa Indians**: Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).
19. **Indian Claims Commission or the Court of Claims**: The first $2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117(b), 1407).
20. **Marine Indian Claims Settlement Act of 1980 –** payments received under act cited (pub L.96-240,94 Stat. 1785)
21. **Agent Orange Settlement Fund -** payments received after Janauary 1, 1989 from the Agency orange Settlement Fund or nay other fund established pursuant to the settlement in the In Re Agent Orange Product Liability Litigation M.D.L. No. 381 (EDNY)
22. **Older Americans Act**: Payments from Programs under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
23. **HUD Training**: Amounts received under training programs funded by the Department of Housing and Urban Development.
24. **Plan to Attain Self-Sufficiency**: Amounts received by a disabled person that is disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
25. **Other Publicly Assisted Programs**: Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
26. **Earned Income Tax Credit Refund**: For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
27. **A Resident Service Stipend**: A resident stipend is a modest amount (i.e., $200.00 or less per month), received by a resident for performing a service for the landlord, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination and resident management. No resident may receive more than one such stipend during the same period of time. The exclusion exempts resident service stipends from annual income, but only if the resident service stipend does not exceed $200.00 per month.
28. **Adoption Assistance Payments**: Income payments received for the care of adopted children to the extent that the payments exceed $480.00 per adopted child.
29. **Student Financial Assistance**: This exclusion exempts from annual income all amounts received from student financial assistance. Student financial assistance is interpreted broadly to include various scholarships, educational entitlements, grants, work-study programs and financial aid packages.
30. **Earned Income of Full-Time Students**: This exclusion exempts earnings in excess of $480.00 for each full-time student eighteen (18) years old or older, except for the head of household and spouse. The exemption only applies to earnings in excess of $480.00 since the resident already receives a $480.00 deduction from income for any full-time student.
31. **Adult Foster Care Payments**: This exclusion removes from the computation of annual income payments the care of foster adults, usually individuals with disabilities, unrelated to the resident resident, who are unable to live alone. Currently, only payments for the care of foster children are excluded from annual income. In adding this exclusion, the Department is not requiring that housing authorities or landlords permit foster adults in assisted housing.
32. **Compensation from State or Local Job Training Programs and Training of Resident Management Staff**: This exclusion exempts compensation received from qualifying employment training programs and the training of resident management staff. To qualify under this exclusion, the compensation received must be a component of a state or local Employment Training Program with clearly defined goals and objectives. Moreover, only the compensation received incident to the training program is excluded, (i.e., any additional income received during the training program, such as welfare benefits, will continue to be counted as income). In addition, this exclusion only covers compensation received while the resident participates in the employment-training program and the duration of participation must be for a limited period determined in advance. An example of compensation, which falls under this exclusion, is compensation received from on-the-job training and during apprenticeship programs.
33. **Property Tax Rebates**: This provision excludes state rent credits and rebates for property taxes paid on a dwelling unit.
34. **Home Care Payments for Developmentally Disabled Children or Adult Resident Members**: This exclusion exempts amounts paid by a state agency to families who have developmentally disabled children or adult resident members living at home. States that provide families with home care payments do so to offset the cost of services and equipment needed to keep a developmentally disabled resident member at home.
35. **Deferred Periodic Payments**: Of supplemental security income and social security benefits that are received in a lump sum payment.
36. **Earned Income Disallowance for persons with disabilities** as defined by 24CFR5.617.
37. **Any allowance paid to a child suffering from Spina Bifida who is the child of a Vietnam Veteran** under the provisions of 38 USC 1805.
38. **Any amount of crime victim compensation** (under the Victims of Crime Act) received through crime victim assistance as determined under the Victims of Crime Act.

**Applicant -** A person that has applied for admission to a program, but is not yet a participant in the program

**Budget -** An amount authorized and appropriated by Congress for payment to the PHA under one of the rent assisted housing programs. It is the maximum amount that will be paid by HUD to the PHA over the ACC fudning term.

**Child Care Expenses -** Amounts anticipated to be paid by the resident 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 resident 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 child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

### Co-head of Household, also known as Other Adult –an individual, with whom the Head of Household has a historical, established living arrangement and who will be equally responsible for ensuring that the resident fulfills all of the obligations under the lease, but who is not a spouse. This person must be 18 years of age or older. Foster adults and live-in aides are not considered other adults (HUD 50058 IBp.14). A resident can only have one co-head/other adult.

**Dependent -** A member of the resident household (excluding foster children) other than the resident head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full-Time Student. An unborn child shall not be considered a dependent.

### Disabled Household - The HUD definition of a *person with disabilities* is a person who is unable to engage in any substantial gainful activity by reason of any medically determined physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

A developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U. S.C 15002(8)), defines developmental disability in functional terms as follows;

IN GENERAL - the term *developmental disability* means a severe, chronic disability of an individual that;

1. is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. is manifested before the individual attains the age of 22;
3. is likely to continue indefinitely;
4. results in substantial functional limitations in 3 or more of the following areas of major life activity; a) self-care, b) receptive and expressive language, c) learning) d) mobility, e) self-direction, f) capacity for independent living, g ) economic self-sufficiency AND
5. reflects the individuals need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

Has a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his/her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability **is** based solely on drug or alcohol dependence does NOT qualify as a person with disabilities UNLESS a doctor has determined them to be physically or mentally impaired as a result of the dependence for a duration which is expected to be indefinite or result in death. (E.g. an alcoholic who has cirrhosis of the liver due to alcohol dependency would be considered disabled). However, this does not prevent the EHC from denying admission for reasons related to alcohol and drug abuse following the policies outlined in this program guide.

**Displaced –** A household 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**

1. Drug-trafficking; or
2. 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 or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**Effective Date -** The “effective date” of an examination or re-examination refers to (1) in the case of an examination for admission, the effective date of the HAP contract or Dwelling Lease, and (2) in the case of re-examination of an existing resident, the effective date of the re-determined Total Resident Payment

**Elderly -** a household whose head or spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live in aides.

### Eligibility (income eligible)

“Income for Eligibility” for purposes of determining eligibility for statistical reporting, means “Annual Income.”

1. Developments available for occupancy before 10/01/81 - Income for eligibility shall not exceed the “Lower Income” limits.

2. Developments available for occupancy on or after 10/01/81 - Income for eligibility shall not exceed the “Very Low Income” limits.

**Extremely Low-income -** A household whose annual income that is the higher of either 30% of the median income, or the federal poverty line adjusted for family size.

**Familial Status -** On February 3, 2012, HUD published a final rule entitled the Equal Access Rule. This rule ensures that a determination of eligibility for HUD subsidized housing shall be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

The rule revises HUD’s general program requirements by adding the following provisions:

1. Per 24 CFR 5.403, the term “family” will now include, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
	* 1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

A single, pregnant person which is considered as a resident of two people. The pregnancy requires verification from a doctor that specifies the name of the applicant and must be furnished to the PHA. In addition, single persons in the process of securing custody through adoption and other means should be treated identically as a single pregnant woman but must provide evidence of a reasonable likelihood of success to be admitted for occupancy prior to obtaining custody by the following:

(i) Adoption agency

(ii) Court order

(iii) Certified legal document

(2) A group of persons residing together and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

 (ii) An elderly family;

 (iii) A near-elderly family;

 (iv) A disabled family;

 (v) A displaced family; and

vi) The remaining member of a tenant family.

(b) The term “gender identity” means the gender with which a person identifies, regardless of the sex assigned to the person at birth (24 CFR 5.100).

1. The term “sexual orientation” means homosexuality, heterosexuality or bisexuality

(24 CFR 5.100)

**Handicapped Assistance Expense -** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a disabled resident member and that are necessary to enable a resident member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the resident or reimbursed by an outside source.

**Handicapped and/or Disabled Households**

A household whose head of household is a person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his/her ability to live independently; and
3. Is of such nature that said disability could be improved by more suitable housing conditions.

***NOTE:*** *All three conditions listed above must be met to qualify as handicapped. Also, a person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)), or is handicapped as defined below:*

1. Section 223 of the Social Security Act defines disability as:
2. “Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
3. In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of “blindness” as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.”
4. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

“A disability attributable to developmentally disabled, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.”

**Head of Household -** Head of Household means the adult member of the household who is held primarily responsible and accountable for lease obligations. Also see **Other Adult – also known as Co-head of Household**

**Housing Agency -** Hereinafter referred to as PHA. A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing, including an Indian Housing PHA (IHA).

**HUD – the United States Department of Housing and Urban Development**

**HUD Requirements -** for the Housing Choice Voucher Program. HUD requirements are issued by HUD headquarters, as regulations, **Federal Register** notices or other binding program directives.

**IHA -** Indian Housing PHA.

**INS -** The U.S. Immigration and Naturalization Service.

**Indian -** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**Indian Housing PHA (IHA) -** A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of State law; or
2. By operation of State law providing specifically for housing authorities for Indians.

**Lease Term -** The initial term of the assisted housing lease. The initial lease term must be for at least one year.

### Lessee - Any person who leases premises from another and any person residing on the premises with the lessee’s permission.

**Lease -** A written agreement between a landlord and a resident for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a resident with EHC

**Live-In Aide-** A live-in aide is a person who resides with an near-elderly or elderly person(s) with disabilities, and who:

(1) is determined to be essential to the care and well-being of the person(s)

(2) is not obligated for the support of the person(s), and

 (3) would not be living in the unit except to provide the necessary supportive services (24 CFR5.403).

The EHC will approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program assessable to and useable by a person with disabilities.

A live-in aide is a member of the household, not the resident, and the income of the aide is not considered in income calculations (24 CFR 5.609(c) (5). Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a resident member and would not be considered a remaining member of a resident.

A residents request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the resident’s choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the near-elderly, elderly or disabled resident. **For continued approval, the resident must submit a new, written request - subject to EHC verification - at each annual recertification.**

In addition, the resident and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services,

In order for the live-in aide to be approved by the EHC, he/she is subject to the same screening criteria and criminal history check as a prospective resident. The EHC has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval based on the results of this screening and criminal history results.

Within ten (10) calendar days of receiving a request for live-in aides, including all required documentation related to the request, the EHC will notify the resident of its decision in writing.

### Low Income - A resident who’s 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. 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 of unusually high or low resident incomes a household 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.

**Medical Expenses -** Medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly , disabled and handicapped families. If the criteria is met, medical expenses above and beyond 3% can be used for household members can be counted in determining adjusted income.

**Military Service -** Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

**Minimum Rent –** In the low rent housing program, the EHC has the discretion to establish a “minimum rent” from $0.00 up to $50.00. The minimum rent established by the EHC is $50.00.

**Minimum Rent Hardship Exemptions -** The PHA shall immediately grant an exemption from application of the minimum monthly rent to any resident making a proper request in writing who is unable to pay because of financial hardship for an initial period of 90 days.

**Minor -** A “minor” is a person less than eighteen (18) years of age. Provided, that a married person eighteen (18) years of age or younger shall be considered of the age of majority. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.)

**Mixed Resident Household -** is a household that includes at least one U.S. citizen eligible immigrant and any number of ineligible resident members.

**Monthly Income** – is one-twelfth of annual income (Annual income is a family's anticipated total or gross income minus allowable exclusions (e.g., TOTAL/GROSS INCOME - EXCLUSIONS = ANNUAL INCOME).

### Near Elderly - A person whose head or spouse (or sole member) is at least 50 years of age but below the age of 62.

two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or

one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

**Net Resident Assets -** Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investments, excluding, interests in Indian trust land and excluding equity accounts in HUD ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the resident or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Resident Assets, the PHA shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

**Non-Citizen -** Any person who is neither a citizen nor national of the United States.

### Other Adult – also known as Co-head of Household - An individual, with whom the Head of Household has a historical, established living arrangement and who will be equally responsible for ensuring that the resident fulfills all of the obligations under the lease, but who is not a spouse. This person must be 18 years of age or older. Foster adults and live-in aides are not considered other adults (HUD 50058 IBp.14). A resident can only have one co-head/other adult.

**Premises -** The building or complex in which the dwelling unit is located, including common

**PHA ( public housing agency) -** the State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

### Reasonable Accomodation for Individuals who are Handicapped or Disabled - An individual with a handicap is a person who has a physical or mental impairment which creates a loss of opportunity to take part in one or more major life activities; has a record of such impairment; or is regarded as having such impairment. In many cases, this loss of opportunity can be corrected by a reasonable accommodation.

As used in this definition:

1. Physical or mental impairment includes;

Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological: musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin and endocrine

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities\* The term physical or mental impairment includes, but is not limited to, such diseases and conditions as hopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

1. Major life activities means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
2. Has a record of such an impairment means has a history of, or has been classified as having, a mental or physical impairment that substantially limits one or more major life activities.
3. Is regarded as having an impairment means:
4. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such as limitation
5. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment
6. Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such as impairment

HUD differentiates between the definition of a person with a disability and a person who is handicapped, for purposes of receiving the $400 elderly/disabled household deduction and medical allowance deduction. Per HUD regulations, those who are classified as disabled are eligible for the elderly/disabled deductions. Those who are classified as handicapped are not eligible for the elderly/disabled deduction.

**For purposes of reasonable accommodations and program accessibility, both persons who are defined as disabled and those who are defined handicapped are eligible for reasonable accommodations.**

**Re-Certification -** Re-certification is sometimes called re-examination. This is the annual process of securing documentation that indicates that the client meet the eligibility requirements for continued occupancy.

**Re-Examination Date -** The date on which the rent change is effective

**Rent Reasonableness -** A rent that is not more than either: 1) Rent charged for comparable housing in the private unassisted market; or 2) Rent charged by the landlord for a comparable assisted or unassisted unit in the building or premises.

**Resident -** includes but is not limited to:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining resident composition and resident size);
2. An elder resident;
3. A near-elderly resident;
4. A disabled resident;
5. A displaced resident;
6. The remaining member of a resident; and
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident.

**Residency Preference -** At the option of the PHA, a preference system can be used to place families on the waiting list ahead of other applicants who do not claim a preference. EHC gives preference to whose residents who live or work in the City of Eastpointe.

**Remaining Member(s) of the Resident Family -** A remaining member of the household, is a resident member who remains in the unit when other members in the family have moved from the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of the household.

If the person(s) left in the household are of legal age, and qualify for subsidized housing, this/these persons must complete the forms necessary for continued assistance within ten (10) calendar days from the departure of the lease holder. They may remain in the unit for a reasonable time (not more than sixty [60] calendar days from the date the individual requests head of household status.

Pending income verification and a passing the criminal background check this/these person(s) must satisfactory complete this process, then execute all required paperwork.

### Resident Break-up - When a resident on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former resident members may make a new application with a new application date if the waiting list is open.

If a resident breaks up into two otherwise eligible families when living in public housing, only one of the new families will continue to be assisted.

In the absence of a an agreement among original resident members regarding who should keep the assistance, the EHC will determine which resident will retain their placement on the waiting list or continue in occupancy considering the following factors; (1) the interest of any minor children) (2) the interest of any ill, elderly, or disabled resident members, (3) the interest of any resident member who is or has been the victim of domestic violence, dating violence, or stalking and provides proper documentation; (4) any possible risks to resident members as a result of criminal activity, and (5) the recommendations of social services professionals.

**Rent -** The amount payable monthly by the Resident as rent to the EHC. Where all utilities (except telephone) and other essential housing services are supplied by the EHC, Resident Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the EHC and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Payment less the Utility Allowance. (Resident Rent is a term established and defined by 24 CFR [Part 913] and as such, is occasionally awkward in ordinary usage. For this reason, the term “Resident Rent” is used interchangeably with “rent” as defined elsewhere in the Plan to refer to the net monthly payment by the resident to the EHC. The only exception is the term “rent” as defined in this policy in reference to admission priorities based on an applicant’s rent as a percentage of monthly income).

**Single Person -** A person who lives alone or intends to live alone, and who does not qualify as an elderly resident or disabled person or as the remaining member of a resident.

**Spouse -**  the marriage partner of the head of household. A marriage partner includes the partner in a “common law” marriage as defined by state law. The term “spouse” does not apply to friends, roommates or significant others who are not marriage partners. Also see **Other Adult – also known as Co-head of Household**

### Standard Permanent Replacement Housing - For purposes of determining if a resident is entitled to a priority for admission based on involuntary displacement, Standard Permanent Replacement Housing, is housing that is decent, safe and sanitary, is adequate for the resident size, and the resident is occupying pursuant to a lease or occupancy agreement, but does not include transient facilities such as motels, hotels or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence referred to in the Section above, does not include the housing unit in which the applicant and the applicant’s spouse or other member of the household who engages in such violence live.

**Total Resident Payment (TTP) -** The TTP for families participating in the housing choice voucher and moderate rehabilitation programs must be at least $50.00, which is the minimum rent established by the EHC.

In low rent housing, the TTP must be the greater of:

* 1. Thirty percent (30%) of resident monthly adjusted income;
	2. Ten percent (10%) of resident monthly income;
	3. Welfare rent (if applicable) in as-paid states; or
	4. $50.00, which is the minimum rent set by the EHC.

**Unit Size -** The number of bedroom a household is eligible to receive. Resident unit size is determined by the PHA under the EHC subsidy standards

**Utility -** The provision of general electricity, gas, heating fuel, cooking fuel, hot water, sewer, trash, range and refrigerator.

**Utility Allowance -** The cost of utilities (except telephone) for an assisted unit which are not provided by the landlord but are the responsibility of the resident occupying the unit is called a utility allowance. This utility allowance is based upon building type and is determined by number of bedrooms and is equal to the estimate made by the EHC or HUD, of the monthly cost of a reasonable consumption of such utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

### Utility Reimbursement - The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the resident occupying the unit.

**Violence against Women Act (VAWA)** - A Housing choice voucher Agency (EHC), landlord or landlord may not deny admission to an applicant (male or female) who has been a victim of domestic violence, dating violence or stalking if the applicant otherwise qualifies for assistance or admission which will include EHC staff.

**Very Low-Income -** A resident whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low resident income.

**Veteran -** Anyone who served or is currently serving in the military force.

**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 -** If there are no vacant apartments in the low income housing program and/or no available HCV or funding for the program, the PHA will maintain a wait list for admission to these rent assistance programs.

**Welfare Assistance also refered to as (DHS) -** the Dept of Human Services is a agency that determines 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.

PIH Notice 2004-1
Income Verification Guide

**Net Income from a Business**

In order to verify the net income from a business, EHC will review 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:

* IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: 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.
* Audited or un-audited financial statement(s) of the business.
* Credit report or loan application.
* Documents such as manifests, appointment 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 resident will be advised to maintain these documents in the future if they are not available.
* Resident’s self-certification as to net income realized from the business during previous years.

## Approval Process for Residents Requesting Permission to Operate a Business in the Unit

Prior to making a determination, the resident shall request the EHC’s permission in writing and include in the request a complete outline of business activities and other data as may be requested by the EHC. When a resident desires to operate a legal profit making business from the leased unit, the EHC shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit.

A. Local building health codes, requirements for license or governmental approval.

B. Local zoning ordinances.

C. The effect on EHC insurance coverage.

D. Utility consumption.

E. Possible damage to the leased unit.

F. Estimated traffic and parking.

G. Disturbance of other residents.

H. Attraction of non-residents to the neighborhoods.

I. Possible use of resident business as a cover for drug-related activities.

J. Rental Insurance with $100,000 Liability Clause

Appendix A

**Eastpointe Housing Commission PET POLICY**

**I**n compliance with 24 CFR part 243 of Title II of the Housing and Urban Rural Recovery Act of 1983, the Eastpointe Housing Commission will permit residents of the Housing development built exclusively for occupancy by the elderly, to own and keep common household pets in their apartments.

SERVICE ANIMALS ARE EXEMPT FROM THIS POLICY.

Common household pets are defined as follows;

* BIRD –No more than two (2) small, caged birds may be kept in any unit. This includes canary, parakeet, finch and other species, normally kept caged. Wild birds or birds of prey are not permitted.
* FISH – No more than one (1) aquarium, not to EXCEED 20 gallons in capacity may be kept in any unit. Poisonous or dangerous fish are not permitted.
* CAT – No more than one (1) cat; male or female MUST be neutered/spayed and de clawed.
* DOG – No more than one (1) dog; not to exceed 15 lbs. in weight and 18” at FULL growth must be neutered/spayed.

Many animals can be kept domestically, but are not typical or traditional pets. We classify these as “exotic” pets. Exotic pets include reptiles, rodents, snakes, spiders, monkeys, pot-bellied pigs, game pets, etc. At no time will the Eastpointe Housing Commission approve exotic or dangerous pets.

BEFORE acquiring a pet, the owner must have on file in the EHC office a signed notarized pet policy agreement. The designated caretaker for the pet (in the event of death /emergency/sickness) must sign the pet policy acknowledging that they accept responsibility for the pet in case of resident absence from the apartment for more than one day. In the case of death, if the designated caregiver is another resident, they must be able to afford the additional pet deposit required and able bodied enough to fulfill the conditions of the Pet Policy. Designated caregiver information must be updated in file annually.

Dog & cat owners must be registered with the Eastpointe Housing Commission (EHC) office. Registration requires the following:

* Proof of a current City license
* Proof of current inoculations (as required by the vet)
* Proof of spaying/neutering
* Photograph of the pet
* Proof of de-clawed (cats)
* Proof of flea control
* Security Deposit of one and a half (1 ½) month’s rent minus the resident’s security deposit.
* Signed and notarized pet policy agreement
* Animals are NOT allowed to accompany residents or occupy space in any hallway, common area, community room, public lobby, except while entering or exiting the building.
* No visiting pets will be allowed on or within the premises.
* PET SITTING of any kind is prohibited.
* All pets MUST be on a leash when not in owner’s apartment, and leash must be no longer than 4 feet when inside the building.
* Retractable leashes longer than 4 feet are allowed outside the building, but the pet owner must be in control of their animal at all times.
* All apartments with pets must be kept free of pet odors and maintained

in a clean and sanitary condition. If necessary, resident’s apartment

may be subject to inspection once a month.

* At no time will pets be tied up or left unattended on the outside of building(s) at anytime on Eastpointe Housing Commission property.
* Dogs and cats shall not be permitted to excrete anywhere in the building (other than cats using a litter box in the resident’s apartment). The pet owner shall be responsible for immediately removing feces dropped anywhere in the building or on the grounds.
* Resident must be able to physically control his/her pet during time when EHC employees, agents or others must enter the unit to conduct inspections, maintenance work orders, provide services, etc.
* Resident agrees to be financially responsible for any flea or other insect infestation caused by his/her pet that affects the resident’s own unit or adjacent units.
* It is recommended that pet owners protect themselves with adequate liability or renter’s insurance.

BIRDS:

Birds must be kept caged at all times. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the dumpster. Litter shall not be flushed down the toilet.

CATS: owners must provide a litter box for their cat and it must be cleaned on a daily basis, disposing of the feces in the proper manner. At NO TIME should pet waste be placed in trash chutes or toilets. Waste must be placed in a plastic bag, tied securely and deposited in dumpster.

DOGS:

Dogs must be provided with a pet bed or box (to avoid wear & tear on the carpet).

No doghouse will be allowed in the premises.

REMOVAL OF THE PET FROM THE PREMISES:

* Any pet which “attacks” another resident, guest, staff member, neighbor or other person shall be immediately removed from the premises by EHC without prior written notice to the Resident. “Attack” can mean violent or aggressive physical contact with a person or another animal or violent or aggressive behavior that confines the movement of a person, including, but not limited to chasing, cornering or encircling a person.
* Any pet that is left unattended or neglected for twelve (12) hours or more or whose health is jeopardized by the Resident’s neglect, mistreatment, or inability to care for the animal will be reported to appropriate authorities, and shall be deemed an emergency for the purpose of EHC removing the animal from the dwelling/premises. EHC accepts no responsibility for any pet removed.
* Three violations of ANY provision contained within this policy will

result in the resident being asked to remove the pet or risk termination of the resident’s tenancy.

* If a pet poses a nuisance, such as excessive barking, whining or any other problem that disrupts the peaceful enjoyment of a resident’s accommodations, the owner will be issued a lease violation. Three (3) lease violations of this nature could result in the pet owner being asked to remove the animal from the premises or risk termination of their dwelling lease.
* The Resident agrees to immediately remove or allow the EHC to remove any pet within the scope of this policy for improper maintenance at the expense of the owner.
* Resident agrees that once a pet has been removed or resident has been asked to remove a pet, EHC will decide on a case by case basis whether the removal of the pet will result in a permanent ban on pet ownership by the Resident.

REASONS FOR MANAGEMENT TO REFUSE A RESIDENT PET ADOPTION:

* Resident refuses to comply with all of the requirements of the pet policy.
* Management determines that, based on resident’s habits, practices, housekeeping, etc. (including the condition of his/her apartment), that he/she will not be able to keep the pet in compliance with the pet policy and other lease obligations.
* The pet’s behavior may also be considered as a factor in determining the prospective pet owner’s ability to comply with the pet policy and other lease obligations.

Revised December 19, 2012

**PET CAREGIVER REGISTRATION SHEET**

**Animals’ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Animal:\_\_\_\_\_\_\_\_\_\_\_\_**

**Designated Caregiver for this Animal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Print Name**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Signature of Caregiver**

**Complete Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Daytime phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Evening phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me well known and known to me to be the person who executed the foregoing instrument, and acknowledge to and before me that he/she executed said instrument for the purposes therein expressed.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WITNESS my hand official seal this \_\_\_\_\_\_\_\_\_\_\_\_ day of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Notary Public**

**State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My Commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STATE of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

EASTPOINTE HOUSING COMMISSION

 PET POLICY

This agreement is entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between

the Eastpointe Housing Commission ( “EHC” ) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(“ Resident ”), collectively referred to as “the Parties”.

In consideration of their mutual promises, the Parties agree as follows:

The Resident has received permission from EHC to keep the pet named

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the dwelling unit.

This agreement is an addendum to and is hereby incorporated by reference

and made a part of the dwelling lease signed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

between the EHC and the Resident.

* Resident agrees to provide the following:

Proof of current inoculations (annually)

Proof of current city license (annually)

Proof of spaying/neutering

Proof of de-clawed (cats only)

Proof of flea control

Proof of current City license

Provide Care giver registration sheet- to be updated each annual recertification

* Resident agrees to pay EHC a pet deposit equal to one and a half (1 ½) months rent minus resident security deposit.
* Resident agrees that EHC may use this deposit as is reasonably necessary for any damages or cleaning caused by or in connection with pet. Resident agrees to pay for damages caused by pet in excess of the pet deposit.
* Resident agrees that any pet that is left unattended or neglected for twelve (12) hours or more or whose health is jeopardized by the Resident’s neglect, mistreatment, or inability to care for the animal will be reported to appropriate authorities, and shall be deemed an emergency for the purpose of EHC removing the animal from the dwelling/premises. EHC accepts no responsibility for any pet removed.
* Resident agrees that any pet which “attacks” another resident, guest, staff member, neighbor or other person shall be immediately removed from the premises by EHC without prior written notice to the Resident. “Attack” can mean violent or aggressive physical contact with a person or another animal or violent or aggressive behavior that confines the movement of a person, including, but not limited to chasing, cornering or encircling a person.
* Resident must be able to physically control his/her pet during time when EHC employees, agents or others must enter the unit to conduct inspections, maintenance work orders, provide services, etc.
* Resident agrees that after three (3) written lease violations of this policy will necessitate removal of the pet permanently from the premises. Failure to comply may result in termination of Resident’s dwelling lease.
* Resident agrees to be financially responsible for any flea or other insect infestation caused by his/her pet that affects the resident’s own unit or adjacent units.
* Resident agrees to properly clean up after the pet at all times.
* Resident agrees excessive pet noise or odor could result in pet removal.
* Resident understands pet must be on a leash at all times and is not allowed to occupy space in any common area, public lobby, community room, etc. except while entering or exiting the building.
* RESIDENT AGREES THAT EHC IS IN NO WAY RESPONSIBLE NOR LIABLE FOR ANY INJURIES OR DAMAGES CAUSED BY THE RESIDENT’S PET. NOR IS THE EHC RESPONSIBLE FOR THE SAFEKEEPING OR WELL-BEING OF THE PET. THE PET IS THE SOLE RESPONSIBILITY AND OBLIGATION OF THE RESIDENT.

FAILURE TO COMPLY WITH ANY PART OF THIS POLICY MAY RESULT IN TERMINATION OF YOUR LEASE WITH THE EASTPOINTE HOUSING COMMISSION.

I have read and understand the following agreement & policy. Failure to abide by any of these provisions could result in a request for the pet to be removed from the property within ten (10) days or asked to vacate the dwelling completely.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Signature of Resident Date

REVISED & APPROVED December 19, 2012

**Appendix b**

# Violence against women (VAWA) policy

The EHC's VAWA policy is as follows:

The EHC will request that an individual who has been a victim of domestic violence, dating violence or stalking complete, sign & submit within 14 calendar days of the incident, the HUD-approved certification form 50066, Certification of Domestic Violence. In addition, the applicant can satisfy EHC’s request by producing one or more of the following types of documentation, including but not limited to:

**Federal, state,** or local police or **court** records

A statement from an employee, agent, or volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse;

A statement from the victim certifying that he or she is a victim of domestic violence to include the name of the offender.

**If** the individual obtains a statement from an employee, agent, or volunteer of a victim service provider, or an attorney or medical professional, the professional must attest under penalty of perjury that he or she believes that the incident or incidents in question are bona fide incidents of abuse, and must include the name of the offender. The victim must also sign or attest to the documentation provided by the third past

All information will be kept confidential including the individual status as victim of domestic violence, dating violence and/or stalking.

**Denial of Assistance/ Admissions:**

**Victims of Domestic Violence, Dating Violence and/or stalking:**

On January 5, 2006, President Bush signed into law a new federal statute called Violence against Women Act ( VAWA) which provides greater protection to victims (male or female) of domestic violence, sexual assault, and stalking. **On May 23, 2007, the EHC adopted a policy that prohibits any kind of domestic violence, dating violence or stalking from being the basis for denial of admission or denial of housing assistance as long as the applicant otherwise qualifies for housing.**

Section 606 & 607 of VAWA allows the PHA to request that the individual who has been a victim of domestic violence, dating violence or stalking complete, sign & submit within 14 calendar days of the incident, the HUD-approved certification form **50066,** Certification of Domestic Violence. In addition, the applicant can satisfy EHC’s request by producing one or more of the following types of documentation, including but not limited to:

 Federal, state, or local police or court records

A statement from an employee, agent, or volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse;

A statement from the victim certifying that he or she is a victim of domestic violence to include the name of the offender.

If the individual obtains a statement from an employee, agent, or volunteer of a victim service provider, or an attorney or medical professional, the professional must attest under penalty of perjury that he or she believes that the incident or incidents in question are bona fide incidents of abuse, and must include the name of the offender. The victim must also sign or attest to the documentation provided by the third past.

All information will be kept confidential including the individual’s status as victim of domestic violence, dating violence and/or stalking.

**Definitions:**

The same definitions of “domestic violence,” “dating violence,” and “stalking” and of “immediate family member” are provided in Sections 606 and 607. While definitions o d domestic and dating violence refer to standard definition in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provision.

These are:

1. **Domestic Violence** – ( as defined in Section 40002 of VAWA 1994) which states as follows:

SEC 4002 (a) (6) – “Domestic Violence – The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse , by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies or by any other person against an adult or youth victim who is protected from that person’s act under the domestic or family violence laws of the jurisdiction.”

1. **Dating Violence** – ( as defined in Section 40002 of VAWA 1994) which states as follows:

SEC 40002 (A)(8) – “DATING VIOLENCE – the term dating violence” means violence committed by a person

* 1. who is or has been in a social relationship of a romantic or intimate nature with the victim and
	2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
		1. the length of the relationship
		2. the type of relationship
		3. the frequency of interaction between the persons involved in the relationship
1. **Stalking** – “means –
	1. (i) to follow, pursue, or repeatedly commit acts with the intent to kill , injure, harass, or intimidate another person; and
	2. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury, or cause substantial emotional harm to-
		1. that person;
		2. a member of the immediate family of that person; or
		3. the spouse or intimate partner of that person;…

1. **Immediate Family Member** – “means, with respect to a person –
	1. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
	2. any other person living in the household of that person and related to that person by blood or marriage.”

**Denial of Assistance/ Terminations:**

The EHC may terminate tenancy for a family because of the family’s action or failure to act in accordance with HUD regulations, and the terms of the lease. This section sets forth the EHC’s policies for notification of lease termination and provision of the lease.

**Termination by Tenant:**

The tenant may terminate the lease by providing the EHC with a thirty (30) day prior written notice, as indicted in the lease.

**Termination by EHC**:

The public housing lease is automatically renewable, except as specifically provided in the lease. EHC shall terminate lease for serious or repeated violations of material terms of the lease or other good cause, such as the following:

(a) failure to make payments at the time and in the amount they are due under the lease;

(b) failure to fulfill any of Resident obligations in the lease

or Resident Handbook

1. other good cause includes, but is not limited to the following:
	1. discovery after admission of facts that made Resident ineligible;
	2. discovery of material false statements or fraud by Resident in connection with an application for assistance or with reexamination of income;
	3. failure of a family member to comply with community service requirement per HUD regulations;
	4. failure to accept EHC’s offer of a lease revision formally adopted by EHC to an existing lease with at least thirty (30) days written notice before the revision is scheduled to take effect;
	5. failure to appear and provide all required information , once a year, at the time of annual re-examination, is a violation of the lease which shall constitute good cause to terminate the lease, unless resident can show that failure to provide the information was due to circumstances beyond resident’s control. In the event of such a violation, resident shall pay, as rent, all sums due because of the undisclosed change in income or family composition. Such sums are collectable in the same manner as rent. Resident’s failure to pay such sums may also subject resident to termination of the lease;
	6. Failure to permit EHC , upon reasonable advance notice, entry into the dwelling unit during reasonable hours for the purpose for performing routine inspections and maintenance and for making improvements or repairs.
	7. conviction for drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing by resident or any member of the household;
	8. illegal possession of any weapon
2. Any of the following types of activities by the **resident,** any **member of the resident’s household**, any **person under the resident’s control**, or any **guest of the resident** shall be good cause for termination of tenancy;

1. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, EHC employees, or persons residing in the immediate vicinity of the premises; OR any drug-related criminal activity on OR off the premises, **except that**

**(A) criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights IF the tenant or immediate member of the resident’s family is a victim of the domestic violence, dating violence or stalking;**

2. any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, employees of EHC, or person residing in the immediate vicinity of the premises;

1. legal use (or pattern of illegal use) of controlled substance, or abuse ( or pattern of abuse) of alcohol, that the EHC determines interferes with the health safety, or right to peaceful enjoyment of the premises by other residents.

**Consideration of Rehabilitation**

In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, EHC may consider whether such household member is participating in or has **successfully completed** a supervised drug or alcohol rehabilitation program. For this purpose, EHC may require resident to submit evidence of the household member’s current participation in , or **successfully completion of** a supervised drug or alcohol rehabilitation program. ( 42 U.S.C. 13662)

1. Any of the following types of activities by any person under the resident’s control shall be good cause for termination of tenancy;
	* 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, EHC employees or persons residing in the immediate vicinity of the premises, or any drug-related activity **directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the resident’s family is a victim of the domestic violence, dating violence or stalking any drug-related criminal activity on the premises.**
		2. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of EHC or persons residing in the immediate vicinity of the premises;
2. **An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy of occupancy rights of the victim of such violence.**
3. **EHC may remove a household member from the lease regardless of whether such household member signed the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual listed on the lease that engages or has engaged in a criminal act of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupancy and such eviction, removal, termination of occupancy rights, or termination of assistance shall be done in accordance with the applicable procedures prescribed by Federal, State, and local law and HUD regulations.**
4. **Nothing in this Section;**
	1. **limits any otherwise available authority of EHC to evict resident for any violation of the lease not based on the act or acts of violence in question against the resident or a member of the resident’s household, provided that EHC does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more** demanding standard that other residents in determining whether to evict or terminate; or
	2. limits nor may be interpreted to, limit the authority of EHC to terminate the tenancy of any resident if EHC can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident’s tenancy is not terminated.
	3. **Non-Renewal of Lease –** failure of a family member to comply with the requirements of Community Service activities as required by 24 CFR 960 Subpart F 960.600 – 960-609 are grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve (12) month lease term.

**Notification Requirements:**

The notice of lease termination to the resident shall state specific grounds for termination and shall inform the resident of the resident’s right to reply if they wish.

1. When EHC is required to afford the resident the opportunity for a grievance hearing, the notice shall also inform the resident of the resident’s right to request a hearing in accordance with EHC’s Grievance Procedure.

(b) When EHC is not required to afford the resident the opportunity for

hearing under the EHC Grievance procedure, the notice of lease termination shall:

1. state that the resident is not entitled to a grievance hearing on the termination:
2. specify the judicial eviction procedure to be used by EHC for eviction of the resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing
3. State whether the eviction is for criminal activity or drug-related criminal activity

**Disclosure of Criminal Records to Family:**

In the event that EHC intends to rely on a criminal record and/or police report as the basis for termination of a tenancy, EHC shall provide the resident with a copy of the criminal record and/or police report before a court trial concerning such termination. The resident must be given an opportunity to dispute the accuracy and relevance of that record in a court trial. Additionally, EHC shall provide the resident with a reasonable opportunity to examine, at the resident’s request, before the court trial concerning the termination of tenancy, any documents, including records, regulations, which are in the possession of EHC, and which are directly relevant to the termination of tenancy. The resident shall be allowed to copy any such document at the resident’s expense.

**Criminal Activity**

The EHC will immediately terminate the tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project. “Premises” is defined as the building /complex/development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

The EHC will terminate assistance of participants in cases where the EHC determines there is reasonable cause to believe that the person is illegally using a controlled substance or is currently engaging in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the EHC determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The EHC will consider the use of a controlled substance or alcohol to be a ***pattern*** if there is more than one incident during the previous twelve (12) months.

“*Currently engaging in or engaged in”* drug-related criminal activity **OR** other criminal activity means that the individual has, within the past three years, engaged in the behavior recently enough to justify a reasonable belief that the individual’s behavior is current.

EHC may evict all members of a household any time the relevant lease provision is violated.

EHC is authorized, although not required, to consider all of the circumstances of the case before any determination to terminate the lease, including the seriousness of the offense, the extent of the participation by family members, such as whether the resident has taken all reasonable steps to prevent the criminal activity, and the effects that the eviction would have on family members not involved in the prescribed activity. In appropriate cases and in accordance with the ACOP, EHC may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will not reside in the dwelling unit.

**Terminations and the Violence Against Women Act (VAWA) of 2005:**

VAWA provides for changes in the occupancy policies of EHC’s programs and gives greater protection to victims of domestic violence. VAWA provides that an individual’s status as a victim of domestic violence, dating violence, or stalking will not be a basis for denial of admission or denial of housing assistance. **LIKEWISE**, one incident of actual or threatened domestic violence, dating violence or stalking will not quality as a serious or repeated violation of the lease OR good cause for terminating the assistance, tenancy or occupancy rights of the victim as under the “One Strike” policy.

**Verification:**

Section 606 & 607 of VAWA allows the PHA to request that the individual who has been a victim of domestic violence, dating violence or stalking complete, sign & submit within 14 calendar days of the incident, the HUD-approved certification form 50066, Certification of Domestic Violence. In addition, the applicant may also be asked to produce one or more of the following types of documentation, including but not limited to:

 Federal, state, or local police or court records

A statement from an employee, agent, or volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse;

A statement from the victim certifying that he or she is a victim of domestic violence to include the name of the offender.

If the individual obtains a statement from an employee, agent, or volunteer of a victim service provider, or an attorney or medical professional, the professional must attest under penalty of perjury that he or she believes that the incident or incidents in question are bona fide incidents of abuse, and must include the name of the offender.

All information will be kept confidential including the individual’s status as victim of domestic violence, dating violence and/or stalking.

**Appendix C**

 **grIEVANCE POLICY**

**Informal Hearing for (public housing applicants) 966.54:**

When EHC makes a decision that has a negative impact on an applicant, the applicant is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. Informal Hearings are intended to provide a means for an applicant to dispute a determination of eligibility for admission into the program (24CFR 960.208(a)). Applicants to public housing are not entitled to the same hearing process afforded residents under grievance procedures. (24CFR 966.53(a)).

EHC will only offer informal hearings to applicants for the purpose of disputing denials of admission.

provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Scheduling an Informal Hearing: A written request for an informal hearing must be made and received by EHC management no later than 10 calendar days from the date of the EHC’s notification of denial of admission EHC will schedule and send written notice of the informal hearing within 10 calendar days of the applicant’s request.

Conducting an Informal Hearing: The informal hearing will be conducted by a person other than the one who made or approved the decision under review.

The applicants will be given the opportunity to present written and oral objections to the decision of the EHC.

The person conducting the informal hearing will issue a written recommendation as to uphold the decision to deny or to reverse the decision to deny within 10 calendar days of the date of the hearing.

Informal settlement of a grievance for residents ( 966.54): Before any grievance takes place, the issue shall be personally presented, either orally or in writing, to the PHA office so that the grievance may be discussed informally and possibly settled without a hearing. Grievances should be presented in writing to the office within ten (10) calendar days of the grievable event/occurrence.

Director will review the grievance to determine whether any of the following exclusion apply;

 Because HUD issued a due process determination that requires that a resident be given the opportunity for a hearing in court which provides the basic elements of due process before an eviction from a dwelling, the grievance procedure will not be required of any termination of tenancy or eviction that involves;

Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the EHC;

 Violent or drug-related criminal activity on or off EHC property;

Criminal activity that results in a felony conviction of a household member (966.51(2)(i)(A), (B), and (C)

In addition, the EHC grievance procedure will not be applicable to disputes between residents or involving EHC nor of class action grievance. The policy and procedures are not intended as a forum for initiating or negotiating policy changes between residents or a group or residents and the EHC Board of Commissioners.

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the resident, and one retained in the EHC resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

GRIEVANCE PROCEDURES( for residents) 24 CFR 966.56)

RIGHT TO A HEARING: In accordance with applicable Federal regulations (24 CFR 966.50), this grievance procedure shall be applicable to all individual grievances between a resident and the Eastpointe Housing Commission (EHC) with the following exceptions;

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or of other residents or employees of the EHC; OR
2. Any violent or drug-related criminal activity on or off the premises; OR
3. Any criminal activity that resulted in felony conviction of a household member (24 CFR 966.51(2) (i) (A) (B) and (C); OR
4. Disputes between residents not involving EHC: OR
5. Class grievances

In addition, the grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents and the EHC’s Board of Commissioners.

This grievance procedure is incorporated by reference in all resident dwelling leases and will be furnished to each resident upon request.

DEFINITIONS:

GRIEVANCE: is defined as any dispute which a resident may have with respect to the Eastpointe Housing Commission’s (EHC) action or failure to act in accordance with the resident’s dwelling lease or Commission’s regulations which adversely affects the resident’s rights, duties, welfare or living status.

“Grievance” does NOT include any dispute a resident may have with the EHC concerning a termination of tenancy or eviction that involves activity that threatens the health, safety or right to peaceful enjoyment of the EHC premises by other residents or employees of the EHC.

A grievance cannot be filed for any violent, drug related or criminal activity on or off the EHC property or any activity resulting in a felony charge. Nor shall this process apply to disputes between residents not involving the EHC or to any class grievances.

COMPLAINTANT: is defined as any resident whose grievance is presented to the EHC.

ELEMENTS OF DUE PROCESS: shall mean an eviction or termination of tenancy in a State or local court in which the following procedural safeguards are required;

* 1. Adequate notice to the resident of the grounds for terminating the tenancy and for the eviction or non-re-newing of the dwelling lease;
	2. Right of the resident to be represented by Counsel;
	3. Opportunity for the resident to refute the evidence presented by the EHC, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; AND
	4. A decision on the merits

HEARING OFFICER: is defined as the person selected to hear the grievance and render a decision.

RESIDENT: is defined as the adult person (or persons) other than a live-in aide who;

1. Resides in the apartment and who executed the lease with the EHC as the lessee of the premises; OR
2. Resides in the apartment and who is the remaining head of household member of the resident family residing in the apartment.

INFORMAL SETTLEMENT OF A GRIEVANCE (FOR RESIDENTS) 24 CFR 966.54: Within ten (10) calendar days of the grievable event, the resident is entitled to personally attempt to resolve the dispute either orally or in writing with EHC management. This informal discussion or correspondence will be documented by EHC staff.

Director will review the grievance to determine whether any of the following exclusion apply;

Because HUD issued a due process determination that requires that a resident be given the opportunity for a hearing in court which provides the basic elements of due process before an eviction from a dwelling, the grievance procedure will not be required of any termination of tenancy or eviction that involves;

1. Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the EHC;
2. Violent or drug-related criminal activity on or off EHC property;
3. Criminal activity that results in a felony conviction of a household member (966.51(2)(i)(A), (B), and (C)

In addition, the EHC grievance procedure will not be applicable to disputes between residents or involving EHC nor of class action grievance. The policy and procedures are not intended as a forum for initiating or negotiating policy changes between residents or a group or residents and the EHC Board of Commissioners.

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the resident, and one retained in the EHC resident file.

Following the informal discussion/correspondence, if a resolution cannot be reached through this process the resident, within five (5) calendar days, must submit a written request for a formal grievance hearing with a hearing officer. The request must specify reasons for the grievance and action of relief sought.

FAILURE TO REQUEST A FORMAL HEARING:

If the resident does not request a formal hearing within ten (10) calendar days of the documented informal hearing discussion/correspondence, the EHC’s disposition of the grievance will become final. Failure to request a formal hearing does not affect the complainant’s right to contest the EHC’s decision in a court of law. (24 CFR 966-54 (c)).

SELECTION OF HEARING OFFICER (24 CFR 966.55(b) (2) (ii)):

The hearing officer will be designated by the EHC and may be any person or persons other than the person who made or approved the action under review. Nor can it be a subordinate of the person who made or approved the action under review. This person may be on the Board of Commissioners, a former Board Commissioner, or another area Housing Director. The EHC shall also consider a recommendation made by a resident council if one is in existence.

Upon receipt of a written formal grievance hearing request a hearing will be scheduled within ten (10) calendar days of the request. A written notification specifying the time, date & place and the procedures for governing the hearing will be delivered to the resident and all appropriate parties.

In accordance with (24 CFR 966.56(c)), the Hearing Officer may render a decision without proceeding with a hearing if they determine that the issue has been previously decided in a prior proceeding.

 If either the resident or the EHC fail to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five (5) calendar days OR determine that the missing party has waived their rights to a hearing.

ESCROW DEPOSIT FOR HEARING INVOLVING RENT (24 CFR 966.55(e))

Any grievance involving rent which the EHC claims is due under the lease, the complainant must pay to the EHC in the amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the grieved issue is resolved by decision of the hearing officer.

This requirement will not be waived by the EHC unless;

1. resident is paying minimum rent and the grievance is based on a request for hardship exemption
2. resident’s welfare benefits have been reduced for welfare fraud.

In these cases, only rent need not be paid, but an escrow account must be maintained.

PROCEDURES GOVERNING THE HEARING:

The resident shall be afforded a fair hearing which shall include;

1. The opportunity to examine before the hearing any EHC documents including reports, policies, regulations, etc. that are directly relevant to the hearing. The resident shall be provided a copy of such documents at the resident’s request and expense. If the EHC does not make the documents available for examination upon request by the residents, the EHC may not rely on the document at the grievance hearing.
2. The resident must be physically present at the hearing, but has the right to be represented by counsel or other person chosen as the resident’s representative and to have such person make statements on the resident’s behalf.
3. The right to a private hearing unless the resident requests a public hearing.
4. The right to present evidence and arguments in support of the resident’s complaint, to dispute evidence relied upon by EHC and to confront and cross examine all witnesses upon whose testimony or information the EHC relies upon; AND
5. A decision based solely and exclusively upon the facts presented at the hearing.

If the complainant or the EHC fails to appear at a scheduled hearing, the [hearing officer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2626b8c3cc73d3b525c87952762d9372&term_occur=2&term_src=Title:24:Subtitle:B:Chapter:IX:Part:966:Subpart:B:966.56) may make a determination to postpone the hearing for no more than 5 business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the EHC must be notified of the determination by the [hearing officer](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=2626b8c3cc73d3b525c87952762d9372&term_occur=3&term_src=Title:24:Subtitle:B:Chapter:IX:Part:966:Subpart:B:966.56). A determination that the complainant has waived the complainant's right to a hearing will not constitute a waiver of any right the complainant may have to contest the EHC's disposition of the grievance in an appropriate judicial proceeding.

 At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the EHC must sustain the burden of justifying the EHC action or failure to [act](https://www.law.cornell.edu/definitions/index.php?width=840&height=800&iframe=true&def_id=f1c6ee7e16e3c032bcc5c24358438704&term_occur=1&term_src=Title:24:Subtitle:B:Chapter:IX:Part:966:Subpart:B:966.56) against which the complaint is directed.

The complainant or the EHC may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

PERSONS WITH DISABILITIES:

The following accommodations will be made for persons with disabilities;

1. The EHC shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the resident is visually impaired, any notice to the residents that is required by these procedures must be in an accessible format.

DECISION OF THE HEARING OFFICER (24 CFR 966.57)

The EHC and the resident shall be notified in writing of the Hearing Officer’s decision and reasons for the decision within ten (10) calendar days of the date that the hearing took place. This decision does not waive a resident’s right to contest the disposition of the grievance in a court of law. This decision will become a permanent part of the resident’s file.

The decision of the Hearing Officer is binding and the EHC will take all actions or refrain from any actions necessary to carry out the decision of the hearing officer unless it is determined that one of the following circumstances exist;

1. The grievance does not concern the EHC action or failure to act in accordance with or involving the resident’s lease or EHC policy which adversely affect the resident’s, rights, duties, welfare or status.
2. The grievance decision is contrary to HUD regulations /requirements or contrary to Federal, State or local law.

A decision by the Hearing Officer or Board of Commissioners in favor of EHC management which denies the relief requested by the complainant does not affect the right to contest the EHC in a court of law.

**Appendix D**

 **Community Service**

**Community Service Requirement (24 CFR 960 Subpart F (960.600 – 960-609)**

For the purpose of this policy, Community Service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life in the community. It is not employment and may not include political activities.

Each adult resident of the EHC who is not exempt must contribute 8 hours per month of community service (24 CFR 960.603(a)).

Residents exempt from the Community Service requirement (24 CFR 960.601(b), Notice PIH 2009-48):

* Age 62 years & older
* Resident that is blind or disabled (as defined under section 216(i) (1) or 1614 of the Social Security Act) and who certifies that because of this disability is unable to comply with the service provisions.
* A primary caregiver of a blind or disabled individual
* Is already engaged in gainful employment of 20 hours per week or more

APPENDEX E

 **TRESPASS POLICY**

**Purpose:**

To reduce criminal and other activity that disrupts the peace and tranquility of residents and staff by persons who are not residents or staff, such as former residents who have been evicted, unwanted visitors/guests, or others who have no legal right to be on the premises. This policy provides guidance for notification and other criteria for the issuance of a Trespass warning.

The EHC shall issue a verbal or written warning to any non-resident who either has no legal right to be on the property of the Commission, or is not an invited guest of a resident. Residents are prohibited from inviting former residents who have been evicted from the premises, or vacated the premises owing money are considered trespassers and will be asked to leave the premises. Current residents are prohibited from inviting trespassers onto EHC property

***Former residents who have been evicted from EHC property shall receive a copy of this policy along with their eviction judgment.***  The warning shall state that such person shall not come on any property belonging to the EHC under penalty of prosecution for trespassing. Warnings may be issued for violations which include but are not limited to:

1. Engage in or has had a verbal or physical confrontation with law enforcement personnel or commission personnel on the property of the Housing Commission.
2. Have been involved in or suspected of being involved in drug related activity on the property of the EHC; (a) buying, (b) selling,

(c) possession, (d) using, (e) manufacturing a controlled substance.

1. Have been involved in any violence or threats of violence against any person while on the property of the Housing Commission; (a) assault, (b) assault and battery, (c) robbery, (d) stalking.
2. **Have a prior history of criminal activity**
3. Have been evicted from an EHC property
4. Have been involved in any criminal or other activity that occurred on the property of the Housing Commission which interferes with the quiet and peaceful enjoyment of the residents; (a) loud parties/music, (b) obscene conduct, (c) prowling/window peeping.
5. Have been responsible for any damage to property of the housing commission or any of its residents.
6. The warning shall be issued verbally or written to such persons by the Executive Director OR designated employee of the Eastpointe Housing Commission. A copy of the warning shall be filed in the management office.

1. Verbal warnings will be followed by a written warning.

a. The written notification will include the reason for the warning and the appeal process.

2. To serve a person with a Trespass Warning, the written notice can be served by hand, certified mail or return receipt requested. The notice will have the issuing person’s signature and be witnessed with the date and time of the issuance on the notice. A short comment shall be included describing the reasons and circumstances surrounding the cause of the notice being issued.

 3. The person will be requested to acknowledge receipt of the

notice by his/her signature on the notice. If the person refuses to sign the notice, the issuing person shall write “**REFUSED to SIGN**” on the place designated for the signature.

The receipt from the post office showing delivery shall be sufficient proof of service. Should the person refuse to accept the certified mail, then the Housing Commission shall mail the notice by first class to the address of the person, and shall specify upon the notice the time of mailing.

4. If possible, a picture of the person shall be made for inclusion in the file for future reference.

1. A copy of the warning notice along with a periodic list of persons who have been issued Trespass Warnings shall be supplied to the local law enforcement agencies for their use & information.
	1. Law Enforcement officers may issue citations and remove, arrest or seek an arrest warrant for person known to have a Trespass Warning and are found to be or are reported to be in violation by a complaining witness.
	2. Law Enforcement Officers may issue a temporary Trespass Warning to individuals who meet the criteria in paragraph A.
		1. The name of the person, reasons and circumstances for the temporary warning must be forwarded to the Eastpointe Housing Commission as soon as possible.
2. Appeal Process – the person who has been served with a Trespass Warning shall be entitled to a formal hearing before the Board of Commissioners. Any revocation of the warning will be delayed by one (1) week to allow appropriate notification of law enforcement agencies.
	* 1. Any persons requesting an appeal of the Trespass Warning must sign a consent form to allow the Eastpointe Housing Commission to conduct a criminal background check.

E Responsibility of Employees – it shall be the responsibility of all employees to comply with this policy. Any employee who observes a person whom they know has been issued a Trespass warning shall report the sighting to the office immediately.

 Responsibility of Residents – it shall be responsibility of all residents to promptly notify the office or the police dept if they see anyone who has been served with a Trespass Warning on Eastpointe Housing Commission property. **If it is found that any resident that *knowingly* allows a person on the Trespass List to access their apartment could be subject to their dwelling lease being terminated.**

**Adopted: November 16, 2007**

**Policy Updates:**

**mARCH 19, 2014 – rEVISED MINIMUM FLAT RENT LANGUAGE**