

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

**Franklin Square Apartments
Southview Plaza Apartments**

Colorado Springs Housing Authority

Approved by the PHA Board of Commissioners: 10/15/2020 – Resolution #2426

**FRANKLIN SQUARE APARTMENTS & SOUTHVIEW PLAZA APARTMENTS
ADMISSIONS AND
CONTINUED OCCUPANCY POLICY**

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I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Colorado Springs Housing Authority in the way it carries out its programs. It is the policy of the Colorado Springs Housing Authority (CSHA) to comply with all Civil Rights laws, including but not limited to:

- *Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;*
- *Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;*
- *Executive Order 11063,*
- *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;*
- *the Age Discrimination Act of 1975, which establishes certain rights of the elderly*
- *Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the CSHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the CSHA's housing units.*
- *any applicable State laws or local ordinances, and*
- *any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.*

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

B. Making Programs and Facilities Accessible to People with Disabilities

1. Facilities used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the CSHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the CSHA offers such facilities, if none are already accessible, some will be made so, subject to

the undue financial and administrative burden test.

2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

3. CSHA will present examples to help applicants and residents understand eligibility, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, CSHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.

4. When an applicant has difficulty completing an application, CSHA staff will ask whether the applicant requires an alternate form of communication. Persons with disabilities may have a friend, relative or advocate accompany him/her for purposes of conducting business with the CSHA.

5. In a case where an applicant cannot read (or to read English), intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. CSHA is not required to pay the costs associated with having a foreign language interpreter.

6. At a minimum, CSHA will prepare information to be used by applicants and residents in plain-language accessible formats.

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. CSHA will conduct affirmative marketing as needed so the applicant list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the applicant list. CSHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

2. Marketing and informational materials will:

- (a) Comply with Fair Housing Act requirements on wording, logo, size of type, etc.
- (b) Describe the housing units, application process, and applicant list structure accurately;
- (c) Use clear and easy to understand terms and more than strictly English-

- language print media when necessary;
- (d) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and
- (f) Be clear about CSHA's responsibility to provide reasonable accommodations to people with disabilities.

B. Qualifying for Admission

1. It is CSHA's policy to admit only qualified applicants.
2. CSHA will verify the following eligibility factors to determine applicant's eligibility for:
 - a. Citizenship status:
 - a. The applicant must meet the documentation requirements of citizenship or eligible immigration status by providing a U.S. birth certificate or U.S. passport. For noncitizens 62 years or older, a signed declaration of eligible noncitizen status and proof of age.
 - b. Social Security number requirements:
 - a. Applicants and tenants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Failure to disclose and provide documentation and verification of SSNs will result in an applicant not being admitted
 - c. Family composition, type and individual status:
 - a. CSHA will verify family composition regarding family members who have departed and to determine the appropriate size for the family
 - b. CSHA will verify verifications of age and disability status
 - d. Income eligibility:
 - a. CSHA will verify all sources of income to be included in a family's income and used to determine applicant eligibility
 - b. The household's annual income may not exceed the applicable income limits as established by CSHA.
 - c. Franklin Square Apartments and Southview Plaza Apartments are flat rent properties. Applicants must have monthly income of twice the current rent amount.

C. Establishing and Maintaining the Waiting List

1. It is the policy of CSHA to administer its waiting list as required by HUD's regulations.
2. CSHA will use online pre-applications to provide minimum information needed to determine if the applicant should be put on the waiting list. A full application will be

completed at the time of the Intake Meeting which is a detailed interview of all applicants using an interview checklist as a part of the screening' procedures. Applicants will be informed that timely completion of required verifications is essential and delays in the process may affect placement.

3. Opening and Closing Waiting Lists

- (a) For any unit size or type, if the CSHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, CSHA may elect to: (a) open and close the waiting list at any time (b) restrict intake by preference, type of project, or by size and type of dwelling.
- (b) When the waiting list is closed, CSHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

4. Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CSHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the CSHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses must be postmarked or received by the CSHA not later than the deadline stated in the request.

If the family fails to respond within the allotted time, the family will be removed from the waiting list without further notice.

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

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 14 days to respond from the date the letter was re-sent, or the stated deadline, whichever is greater. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the CSHA from making an eligibility determination; therefore, no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the Executive Director or designee may reinstate the family if s/he determines the lack of response was due to CSHA error, or to circumstances beyond the family's control.

D. Processing Applications for Admission

1. CSHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and asked to meet with CSHA, either in the office or remotely, for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

(a) The following items will be verified to determine qualification for admission to CSHA's housing:

(i) Family composition and type (Elderly/Disabled/ /near-elderly/non-elderly);

(ii) Annual Income;

(iii) Assets and Asset Income;

(iv) Deductions from Income;

(v) Preferences;

(vi) Social Security Numbers of all Family Members;

(vii) Applicant Screening Information; and

(viii) Citizenship and Non citizenship status

1. Types of Citizenship verification

a. Applicants must declare citizenship

b. Non-citizens with eligible immigration status – Must submit documentation of their status. Non-citizens age 62 and older must sign declaration on eligible immigration status and provide proof of age document.

c. Mixed family with one or more ineligible family members and one or more eligible family members may receive pro-rated assistance. CSHA must notify a family when they are considered a mixed family

d. Applicants that hold a noncitizen student visa are ineligible for assistance.

2. Verification of Citizenship

a. Citizenship/Immigration status will be verified with the Homeland Security system through the SAVE administrator

with HUD Headquarters.

- b. If the applicant cannot supply the documents within the specified 30-day time frame the applicant can request an extension. The CSHA must respond to the applicant in writing indicating if the request has been approved or denied.
- c. If the DHS verification or appeals process has not been completed, the owner will not delay assistance if the family has provided the verification in a timely manner.

However, assistance may be pro-rated and, if necessary, a temporary deferral of termination of assistance may occur according to the verification received from DHS.

3. Applicants reporting zero income will be required to complete a family expense form to document how much they spend on: food, transportation, health care, childcare, debts, household items, etc. and what the source of income is for these expenses.

4. CSHA's applications for admission into multifamily housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by CSHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

E. Screening Applicants Background for Admission

1. All applicants shall be screened in accordance with CSHA's sound management practices. In addition, CSHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules, policies and program requirements of CSHA.
- (h) to comply with CSHA debts owed on EIV requirement and existing tenant search will be printed and acted on accordingly before placement is

completed.

- (i) to comply with EIV existing tenant search by completing an Existing Tenant search on every applicant and all household members
 - 1. Tenant will sign multiple subsidy form at intake.
 - 2. Tenant is responsible for notifying prior landlord of relocation to another subsidized unit.

2. How CSHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the CSHA.
- (b) The history of applicant's conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
 - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - (ii) Adversely affect the physical environment or financial stability of the project;
 - (iii) Violate the terms and conditions of the lease;
 - (iv) Require services from CSHA staff that would alter the fundamental nature of CSHA's program.
- (c) CSHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening' procedures. Applicants will be informed that timely completion of required verifications is essential and delays in the process may affect placement.
- (d) CSHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to CSHA, any other housing authority, or other federally assisted housing program is part of the screening evaluation. CSHA will reject an applicant for unpaid balances owed CSHA by the applicant for any program that CSHA operates.
- (f) CSHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. If the CSHA rejects an applicant based on criminal history, the CSHA must notify the household of the rejection and give the family the opportunity to dispute the accuracy and relevance of that record.
- (g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the CSHA shall seek information from a drug abuse treatment facility to determine whether the

facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

- (h) CSHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members
- Past performance in meeting financial obligations, especially rent and utility bills.
 - Record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
 - History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
 - CSHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;
 - CSHA may, if a statute requires that the CSHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period.
 - A record of eviction from housing or involuntary termination from residential programs (considering date and circumstances).
 - An applicant's ability and willingness to comply with the terms of CSHA's lease.
- (i) The CSHA is **required** to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- The CSHA shall reject the application of any applicant for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the CSHA may admit the household if the CSHA determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CSHA, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - The CSHA is required to reject the application of a household if the CSHA determines that:

- Any household member is currently engaging in illegal use of a drug; or
 - The CSHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - Any felony which effects health, safety and welfare of others within the last 5 years.
- (j) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of CSHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by CSHA.

3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, CSHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- (b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, CSHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. CSHA shall also have the right to request further information to verify the mitigating circumstance, even if such information

is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

- (d) Examples of mitigating circumstances might include:
 - (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. CSHA will consider such circumstances in light of:
 - (i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
 - (ii) the applicant's overall performance with respect to all the screening requirements; and
 - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the applicant as a family;
 - (ii) Eligibility of the applicant with respect to income limits for admission;
 - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - (iv) Unit size required for and selected by the family; and
 - (v) Qualification of the applicant with respect to the Selection Criteria.
- (b) Qualified families will be notified by CSHA of the approximate date of admission insofar as that date can be determined; however, the date stated by CSHA is an estimate and does not guarantee that applicants can expect to be housed by that date.
- (c) Unqualified applicants will be promptly notified by a Written Notice of Ineligibility from CSHA, stating the basis for such determination and offering an opportunity for informal hearing (see **Procedure for Informal Hearing, Appendix 7**). Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.
- (d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria will be offered an opportunity for a meeting to determine

whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

F. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Minimum Number</u> <u>of Persons)</u>	<u>Max Persons/Unit</u> <u>(Maximum Number of</u> <u>Persons)</u>
0BR	1	1
1BR	1	2
2BR	2	4

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex over the age of five (5) will not be required to share a bedroom, although they may do so at the request of the family. Persons of different generations will not be required to share a bedroom.
- (d) An unborn child will be counted as a person when determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.
- (e) CSHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school. (Court or school verification is required)
- (f) A single head of household parent shall not be required to share a bedroom with his/her child, over the age of 3 although they may do so at the request of the family.
- (g) A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one- or two-bedroom units. No additional bedrooms will be provided for the live-in aide's family
- (h) The living room/dining room may be considered a sleeping room for

occupancy purposes.

2. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate based on familial status.
3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, considering family size and composition.

III. Tenant Selection Plan

A. Organizing the Waiting List

Site-based Waiting List

B. Eligibility Requirements

CSHA will verify the following eligibility factors to determine applicant's eligibility for the project:

1. Citizenship status:
 - d. The applicant must meet the documentation requirements of citizenship or eligible immigration status by providing a U.S. birth certificate or U.S. passport. For noncitizens 62 years or older, a signed declaration of eligible noncitizen status and proof of age.
2. Social Security number requirements:
 - a. Applicants and tenants must disclose and provide verification of the complete an accurate SSN assigned to each household member. Failure to disclose and provide documentation and verification of SSNs will result in an applicant not being admitted
3. Family composition, type and individual status:
 - a. CSHA will verify family composition regarding family members who have departed and to determine the appropriate size for the family
 - b. CSHA will verify verifications of age and disability status
4. Income eligibility:
 - a. CSHA will verify all sources of income required to be included in a family's income and used to determine applicant eligibility

C. Income Limits

1. Income Limits:
 - a. The household's annual income may not exceed the applicable income limits as established by HUD.

2. Franklin Square Apartments and Southview Plaza Apartments are flat rent properties. Applicants must have monthly income of twice the current rent amount.

D. Procedures for taking applications and selecting from the waiting list

1. Applications
 - a. CSHA will use online pre-applications to provide minimum information needed to determine if the applicant should be put on the waiting list. A full application will be completed at the time of the Intake Meeting which is a detailed interview of all applicants using an interview checklist as a part of the screening' procedures. Applicants will be informed that timely completion of required verifications is essential and delays in the process may affect placement.

2. Applicant screening criteria

All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, CSHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules and program requirements of CSHA.
- (h) to comply with CSHA debts owed on EIV requirement and existing tenant search will be printed and acted on accordingly before placement is completed.
- (i) to comply with EIV existing tenant search by completing an Existing Tenant search on every applicant and all household members
 1. Tenant will sign multiple subsidy form at intake.
 2. Tenant is responsible for notifying prior landlord of relocation to another subsidized unit.

How CSHA will check ability to comply with essential lease requirements:

- a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by CSHA.
- (b) The history of applicant's conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
 - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - (ii) Adversely affect the physical environment or financial stability of the project;
 - (iii) Violate the terms and conditions of the lease;
 - (iv) Require services from CSHA staff that would alter the fundamental nature of CSHA's program.
- (c) CSHA will complete a credit check and a rental history check on all applicants.
- (d) Payment of funds owed to CSHA, any other CSHA, or other federally assisted housing program is part of the screening evaluation. We will reject an applicant for unpaid balances owed to the CSHA by the applicant for any program that CSHA operates.
- (e) CSHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members
- (f) CSHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

4. Rejecting ineligible applicants

CSHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the CSHA may admit the household if the CSHA determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CSHA, or
- The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

CSHA is **required** to reject the application of a household if the CSHA determines that:

- Any household member is currently engaging in illegal use of a drug; or
- CSHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; CSHA will conduct a check in all states where applicant household members have resided or using a database that checks against all state registries.

If CSHA rejects an applicant based on criminal history, CSHA will notify the household of the rejection and give the family the opportunity to dispute the accuracy and relevance of that record.

CSHA will maintain a record of units offered including location, date and circumstances of each offer and each rejection or acceptance. We will note the reason for any rejection which may include:

- Applicant is unable to disclose and provide verification of SSN's for all household members, except for those household members who do not contend eligible immigration status or tenants who were 62 or old on January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
- Applicant does not sign and submit verification consent form or the Authorization for Release of Information
- Applicant has household characteristics that are not appropriate for the specific type of unit available at the time or has a family of a size not appropriate for the unit sizes that are available.
- Applicants household includes family members who did not declare citizenship or non-citizenship
- Applicant does not meet CSHA's tenant screening criteria

Notification of Applicant Rejection will be in writing and will state the reasons specifically for the rejection; applicant's right to respond in writing or request a meeting within 14 days to dispute the rejections and; that persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process.

E. Occupancy Standards

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Minimum Number</u> <u>of Persons)</u>	<u>Max Persons/Unit</u> <u>(Maximum Number of</u> <u>Persons)</u>
0BR	1	1
1BR	1	2
2BR	2	4

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex over the age of five (5) will not be required to share a bedroom, although they may do so at the request of the family. Persons of different generations will not be required to share a bedroom.
- (d) An unborn child will be counted as a person when determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.
- (e) CSHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school. (Court or school verification is required)
- (f) A single head of household parent shall not be required to share a bedroom with his/her child, over the age of 3 although they may do so at the request of the family.
- (g) A live-in aide may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one or two-bedroom units. No additional bedrooms will be provided for the live-in aide's family
- (h) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings

who wish to live in 1 Bedroom units (rather than efficiencies) will be offered efficiency. Not accepting the efficiency will not count as a refusal.

- (i) The living room/dining room may be considered a sleeping room for occupancy purposes.

2. The Local Housing Code of two persons per bedroom will be the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate based on familial status.

F. Unit Transfer Policies

General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, sexual orientation or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that Offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

Types of Transfers

The order in which families are transferred shall be subject to the hierarchy by category set forth below. Should a need arise, existing "in place" tenants may be given priority over applicants on the Waiting List. Unit transfers shall be strictly limited to the following situations:

- a) Emergency Transfers are **mandatory** when CSHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (b) Category I Administrative transfers include transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment (court verification required); alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or

demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit. The CSHA cannot ensure that a family member will not become a victim of individuals or circumstances beyond the CSHA's control.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by CSHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers correct serious occupancy standards problems.

These transfers will take priority over new admissions.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory as determined by the CSHA.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

Processing Transfers

CSHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions)

2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other CSHA-required transfers
7. Other tenant-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the executive director/or designee, the CSHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Transfers will take precedence over waiting list admissions, except for tenant-requested transfers/non-urgent transfers which will be processed at the ratio of one transfer to four new placements.

Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- have not engaged in criminal activity that threatens the health and safety of residents and staff;
- do not owe back rent or other charges, or evidence a pattern of late payment;
- meet reasonable housekeeping standards and have no housekeeping lease violations; and
- can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

Exceptions to the good record requirements may be made for emergency transfers or when it is to CSHA's advantage to make the transfer. The exception to the good record requirement will be made by the Executive Director or his/her designee considering the recommendation by the Manager.

Paying for Transfers

Residents shall bear the cost of transfers. Transfers requested or required by CSHA, will be paid for or provided by the CSHA.

G. Compliance

Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the Colorado Springs CSHA in the way it carries out its programs. It is the policy of the CSHA (CSHA) to comply with all Civil Rights laws, including but not limited to:
 - *Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;*
 - *Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination on the basis of disability and familial status, and spell out forms of prohibited discrimination;*
 - *Executive Order 11063,*
 - *Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;*
 - *the Age Discrimination Act of 1975, which establishes certain rights of the elderly*
 - *Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the CSHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the CSHA's housing units.*
 - *any applicable State laws or local ordinances, and*
 - *any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.*
2. The CSHA shall not discriminate because of race, color, national origin, sex, religion, familial status, sexual orientation or disability in the leasing, rental, occupancy use, or other disposition of housing or related facilities, including land that is part of a development under the CSHA's jurisdiction covered by an Annual Contributions Contract with HUD.

H. Opening and Closing the Waiting List

CSHA will monitor the vacancies of each property and the waiting lists regularly to ensure that there are enough applicants to fill the vacancies. CSHA will monitor the waiting list to make sure that they do not become so long that the wait for a unit becomes excessive.

1. Closing waiting lists.
 - a. The waiting list may be closed for one or more-unit sizes when the average wait is excessive (e.g., one year or more).
2. Opening waiting lists.
 - a. When opening up the waiting list again, the notice of this action must be announced on the website www.csha.us and in a publication likely to be read by potential applicants in the same manner (if possible, in the same publications) as the notification that the waiting list was closed. The notifications should be extensive, and the rules for applying and the order in which applications will be processed should be stated.
 - b. Advertisements should include where and when to apply and should conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

I. Eligibility of Students

Assistance shall not be provided to any individual who:

- Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; *and*
- Is under the age of 24; *and*
- Is not married; *and*
- Is not a veteran of the United States Military; *and*
- Does not have a dependent child; *and*
- Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2005. (See Definition E in Figure 3-6); *and*
- Is not living with his or her parents who are receiving Section 8 assistance; and h. Is not individually eligible to receive Section 8 assistance *or* has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. (See paragraph 3-33 for verifying parents' eligibility.)

NOTE: Unless the student can demonstrate his or her independence from parents, the student must be eligible to receive Section 8 assistance and the parents (individually or jointly) must be eligible to receive Section 8 assistance in order for the tenant to receive Section 8 assistance.

J. VAWA Protections

CSHA supports and will assist victims of domestic violence, dating violence or stalking and protect victims, as well as members of their family, from being denied housing or from losing their HUD assisted housing because of domestic violence, dating violence or stalking.

1. CSHA will provide notice to all tenants of their rights and obligations under VAWA
2. CSHA will provide form HUD-5380 Notice of Occupancy Rights and HUD-5382 Certification of Domestic Violence, Dating Violence or Stalking to eligible families with the direction of completing, signing and returning the form within fourteen (14) business days.
 - a. In lieu of the certification form or in addition to, CSHA will accept:
 - i. A federal, state, tribal, territorial, or local police record or court record, or
 - ii. Documentation signed by an employee, agent, 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 in which the professional attests under penalty of perjury under 28 U.S.C 1746 to the professional's belief that the incident or incidents are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation
3. CSHA will maintain confidentiality all the information relating to the incidents including identity of the victim; unless the disclosure:
 - a. is requested or consented to by the individual in writing
 - b. Required for use in an eviction proceeding; or
 - c. Otherwise required by applicable law

*Form HUD-5382 provides notice to the tenant of the confidentiality of the form and the limits thereof.
4. CSHA will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.
5. The VAWA Lease Addendum, form HUD-91067, will be signed yearly at Annual Recertification.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with CSHA policies.
2. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of CSHA, prior to actual admission.
3. If a resident transfers from one unit to another, a new lease will be executed for the dwelling into which the family moves.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or

(b) A Notice of Rent Adjustment will be executed, or

(c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the resident and by the Executive Director or other authorized representative of CSHA.

5. Residents must advise CSHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for CSHA to contact the resident in an emergency. Failure to advise CSHA of an extended absence is grounds for termination of the lease.

6. A security Deposit will be required and shall be payable at the time the lease is signed. The amount of the security deposit will be that amount as approved by the CSHA's Board of Commissioners. For Franklin Square Apartment, the security deposit is \$130 for a 1 bedroom. For Southview Plaza Apartments, the security deposit is \$200 for a 1 bedroom and \$400 for a 2 bedroom.

B. Showing Units Prior to Leasing

1. When offering units, CSHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.

2. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

- Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
- Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure.
- All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, CSHA will conduct pre-admission screening of any proposed new adult member to determine whether the CSHA will grant such approval.

The resident needs prior permission from CSHA to add children other than those born to, adopted by or awarded by the court to the family.

Addition of a family member may result in the living room or dining room considered as a sleeping area.

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

- Resident plans to be married and requests to add the new spouse to the lease;
- Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren);
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

4. A Tenant Addition Addendum will be signed by the current tenant, new tenant and landlord in which all parties agree that the new tenant becomes a tenant under the terms and conditions set forth in the Lease Agreement and all addendums.

5. Residents who fail to notify CSHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Persons added without CSHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

6. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on CSHA premises that would be a lease violation.

Not to give accommodation to boarders or lodgers; (a boarder or lodger is defined as someone who is not a family member residing in tenant's unit in excess of 14 days in a 12-month period). Overnight adult (over 18) guests who are not a family member listed on the lease may not occupy the dwelling without written permission from manager. A resident family must notify the CSHA when overnight guests will be staying in the unit for more than 3 days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Visits of more than 14 calendar days shall be authorized only by the Executive Director, or his/her designee, with advance notice and documentation of extenuating circumstances.

Visitors remaining beyond this period of time shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.

7. Residents will not be given permission to allow a former resident of CSHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is

ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

- The resident shall report the move-out within 30 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the applicant list.
- Medical hardship or other extenuating circumstances shall be considered by CSHA in making determinations under this paragraph.

V. Eligibility for Continued Occupancy. Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in this policy.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet CSHA standards on citizenship or immigration status or are paying a pro-rated rent.

B. Remaining Family Members and Prior Debt

1. Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. CSHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Lease Renewals

1. Regular re-examinations: CSHA shall, at least once a year, re-examine the family composition and incomes of all resident families.
2. Re-examination Procedures
 - (a) At the time of re-examination, all adult members of the household will be required to sign an application for continued occupancy and other forms

required by CSHA.

- (b) Income, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.
- (c) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family (using the Occupancy Guidelines); and
 - (iii) Rent the family should pay.
- (e) Residents with a history of employment whose re-examination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
- (f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.
- (g) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment (Continued Occupancy) will be issued.

VII. Lease Termination Procedures

A. General Policy

No resident will be terminated except in compliance with CSHA policies and the lease terms.

No resident shall be given a Notice of Lease Termination without being told by CSHA, in writing, the reason for the termination of assistance or termination of lease. The tenant has a right to request, within 10 calendar days from the date of the notice, a meeting with the owner to discuss the proposed termination of assistance.

1. The notice should be served by:
 - a. Sending a letter by first class mail, properly stamped and addressed (including a return address), to the tenant at the unit address; **and**
 - b. Posting the notice or delivering a copy of the notice to any adult person answering the door at the unit.

B. Procedures for Terminating Tenancy for Non-Payment of Rent

- a. When terminating occupancy, an owner must provide proper notice to the tenant

- i. Written notice should include:
 - 1. Specific date the assistance will terminate
 - 2. The reason(s) for terminating assistance
 - 3. The amount of rent the tenant will be required to pay
 - 4. Notification that if the tenant fails to pay the rent, the owner may terminate tenancy and seek to enforce the termination in court
 - 5. The tenant has a right to request, within 10 calendar days from the date of the notice, a meeting with the owner to discuss the proposed termination of assistance.
- ii. Advise the tenant that he/she has 10 days within which to discuss termination of tenancy with the owner. The 10- day period begins on the day that the notice should be served by:
 - 1. Sending a letter by first class mail, properly stamped and addressed and including a return address, to the tenant at the unit address; and
 - 2. Delivering/posting a copy of the notice to any adult person answering the door at the unit.

C. Procedures for Terminating Tenancy

- a. When terminating tenancy, an owner must provide proper notice to the tenant.
 - i. Written notice should include:
 - 1. Specific date the tenancy will be terminated
 - 2. State the reasons for the action with enough detail to enable the tenant to prepare a defense
 - 3. Advise the tenant that remaining in the unit on the termination date specified in the notice may result in the owner seeking to enforce the termination in court, at which time the tenant may present a defense
 - ii. Advise the tenant that he/she has 10 days within which to discuss termination of tenancy with the owner. The 10- day period begins on the day that the notice should be served by:
 - 1. Sending a letter by first class mail, properly stamped and addressed and including a return address, to the tenant at the unit address; and
 - 2. Delivering/posting a copy of the notice to any adult person answering the door at the unit.

D. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by CSHA, and shall contain the following information:

- Name of resident, race and ethnicity as reported, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
- Terminated files will be disposed of after 7 years.

VIII. Utilities

All utilities included in the rent and paid for by CSHA.

IX. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD.

For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months for move-ins and annual re-exams using the interest rate from the last bank statement.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B.7. below concerning pay for exposure to hostile fire.)

Verification Standards

Acceptable methods of verification, in order of acceptability:

Level 1 Upfront verification is the preferred method using options to include the Work Number and other state government databases.

Level 2 – Third party verification from source (written) to include an original or authentic document generated by a third-party source that is dated within 120 days from the date of receipt by the owner. Examples include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, unemployment monetary benefit notices, SSA benefit letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts

Level 3 – Written documentation sent directly by the third-party source by mail or electronically by fax, email or internet.

Level 4 – Oral Party verification (If a written response cannot be obtained an oral verification can be accepted and documented to show that written verification is not available.

Level 5 - Notarized tenant declaration is least preferred method when no other sources are available.

B. Items not included in Annual Incomes

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);
[See paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.]
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends wages, transportation payments, child-care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child-care, etc.) to allow participation in a specific program;
 - (d) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the CSHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under

the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
16. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 **[7 USC 2017 (h)]**;
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 **[42 USC 5044 (g). 5088]**;

Examples of programs under this Act include but are not limited to:

-- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;

-- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

-- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- Payments received under the Alaska Native Claims Settlement Act **[43 USC.1626 (a)]**;
- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes **[(25 USC. 459e)]**;
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program **[42 USC 8624 (f)]**;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act **[29 USC 1552 (b)]**;

- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [**Pub. L. 94-540, 90 Stat. 2503-04**]; The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (**25 USC 1407-08**), or from funds held in trust for an Indian Tribe by the Secretary of Interior [**25 USC 117b, 1407**]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [**20 USC 1087 uu**].

-- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

- Payments received from programs funded under Title V of the Older Americans Act of 1965 [**42 USC 3056 (f)**]:

-- Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- *Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;*
- *Payments received under the Maine Indian Claims Settlement Act of 1980 [**Pub. L. 96-420, 94 Stat. 1785**];*
- *The value of any child-care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (**42 USC 9858q**);*
- *Earned income tax credit refund payments received on or after January 1, 1991 (**26 USC 32 (j)**).*
- *Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;*
- *Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;*

C. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, CSHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Eviction Procedure

CSHA will evict according to the Lease but not limited to any of the following:
Addendum's of Lease, Tenant Handbook, Rules as posted by Management, CSHA
Crime Free Policy, Inspection Procedures.

X. APPENDIX

APPENDIX 1. INTAKE/ELIGIBILITY PROCEDURES

1. Eligible Applicants:
 - (a) Each Applicant may be given a copy of their application to verify the time and date the application was submitted.
2. Ineligible Applicants:

An applicant who has been evicted from Section 8 or Public Housing because of drug-related criminal activity (drug use or drug distribution) by any member of the applicant's family, will not be given any tenant selection priority for five years from the date of the eviction.

Each applicant determined to be ineligible shall be promptly notified by the CSHA in writing of the reasons for the determination. This notice shall state his/her right upon request within a reasonable time, to an informal review. For this purpose, the CSHA may use a form letter filling in appropriate information described in the preceding sentence.

The CSHA will schedule the review within fourteen (14) days from the date the written request for a hearing is received in the office. The Hearing Officer will be someone other than the person who made the decision under review or a subordinate of that person.
3. Inactive, Ineligible and Terminated Files:
 - (a) An inactive file will be disposed of in one (1) year from the date they were classified as inactive.
 - (b) Ineligible or withdrawn files will be disposed of two (2) years from the date they were classified as ineligible or withdrawn.
 - (c) Terminated tenant files will be disposed of three years after audit.
4. In the interest of sound fiscal management and program integrity, the CSHA will make all efforts to collect amounts owed the agency as a result of unreported income or amounts paid to owners on behalf of participants. The following procedures will be followed to ensure maximum collection of applicant/participant debt.
5. Applicants: No applicant will be admitted to Franklin Square Apartments and Southview Plaza Apartments until any and all debts owed the CSHA. No unit will be offered until all debts are paid.
6. Participants: Participants in Franklin Square Apartments and Southview Plaza Apartments must agree to pay back any amounts owed the CSHA, in order not to jeopardize their continued occupancy. The CSHA may, at any time, deny or terminate assistance for breach of Agreements.
7. Selection will be determined by completed applications.

APPENDIX 2. PET POLICY, SERVICE ANIMAL POLICY, ASSISTANCE ANIMAL POLICIES

PET POLICY

It is the Colorado Springs Housing Authority's policy that all residents be allowed quiet enjoyment of the premises. No pet will be allowed that constitutes a nuisance or threat to any resident or detracts from any resident's quiet enjoyment of their unit or the common areas of the complex.

This policy does not apply to service animals or assistance animals that are used to assist persons with disabilities. Service animals and assistance animals are covered by a separate service animal agreement.

Pet Owners must register their pets with the project owner/manager before the pet is brought on the premises and must update the registration annually. Registration must include the following: Certification of Inoculation; to identify and demonstrate that the pet is a common household pet; and the name, address and phone number of at least one responsible party who will care for the pet. To assure adherence to this policy, the following rules governing the keeping of pets are established:

1. Pets are allowed only in accordance with the terms of this policy and with the written approval of the Colorado Springs Housing Authority.

Pets may be barred from some wings or floors of buildings in order to accommodate residents who have medically certified allergic or phobic reactions to animals.
2. The pet will be approved in writing by the Colorado Springs Housing Authority prior to moving upon CSHA grounds and I will keep my written approval available.
3. Certificate of Annual Licensing by the Humane Society of the Pikes Peak Region will be provided to CSHA prior to the approval of the pet.
4. The resident will abide by all local animal regulations.
5. The pet must be neutered or spayed, and the resident will provide written veterinary certificate of such to CSHA prior to bringing the animal on the premises. If the animal is too young, resident must agree to have it neutered or spayed when it reaches a suitable age.
6. The resident will provide written proof of yearly distemper, boosters, rabies boosters and current license at the annual re-exam.

Deposit

7. The resident agrees to pay a Pet Deposit in addition to my rental security deposit. This deposit shall be paid as follows: one bedroom \$300.00, two-bedroom units \$400.00. The pet deposit will be used toward repairs, cleaning treatment for flea infestation or replacement of any part of my unit or premises damaged by my pet on move-out. This deposit is refundable within sixty (60) days after move-out, less any charges for damages.) At a minimum the Colorado

Springs Housing Authority will deduct the cost of deodorizing the carpets at move-out.

Pet Restraint

8. Cats and dogs will be kept inside the unit, patio, or enclosed yard if the unit is so equipped, and not allowed to roam freely. They must be walked on a leash at all times while on any shared complex grounds. Animals left outside for any extended period, two or more hours, must have access to water and shelter from weather elements.
9. Pets shall not use common areas inside of buildings except for the purpose of passing to the outside of the building (except for service).
10. A cat litter box will be provided by cat owner and sanitary conditions must be maintained at all times. Litter box must be cleaned once a day (waste must be placed in a plastic bag and securely closed) and disposed of in the dumpster.
11. The litter box must be kept in the unit at all times.
12. Fecal droppings in any shared common area outside of the building, if any, shall be picked up and disposed of immediately in the dumpster in a sanitary manner by pet owner. Fecal droppings in an approved outside area that is not shared shall be picked up daily.
13. Resident shall take adequate precautions to prevent pets from disturbing neighbors (e.g. barking, howling, loud meowing, scratching, biting, etc.)
14. Resident shall take adequate precautions to eliminate any pet odor while in the unit and to maintain the unit in a sanitary condition at all times.
15. Residents shall not alter their units, patios, or any other portion of the premises to create an enclosure for an animal. No one may be in violation of humane or health laws.

The types of animals allowed as pets shall be limited as follows:

Household pet includes the following; a domesticated animal, such as a dog, cat, bird, rabbit, fish, or turtle that is kept in the home for pleasure rather than for commercial purposes. A complete list can be found in management office.

16. One (1) dog not exceeding twenty (20) pounds weight; or
One (1) cat.
One dog or cat per unit at any one time. Residents may own a maximum of 2 pets, only 1 of which may be a dog or cat.
17. Other pets:
 - a) Aquariums may be no larger than 20 gallons and must be sealed against leakage, maximum of two aquariums per unit, total of 40 gallons.
 - b) Pet damage deposits are not required for aquariums, caged birds, and small caged animals unless they are allowed to roam free, or the

aquariums cause water damage.

c) Aquariums and caged animals as described above may be kept in conjunction with a cat or dog.

18. Residents are prohibited from feeding stray animals. Feeding of a stray will constitute having pets without permission from the Housing Authority.
19. Visitors or guests are prohibited from bringing any unauthorized pet onto the grounds or into a unit (except for service animals).

Pet Care

20. The resident understands that if for any reason the pet is left unattended for twenty-four (24) hours or more, the CSHA has the right to enter the unit to remove the pet and transfer it to the proper authorities, e.g. the local animal shelter or human society. I will hold harmless the Colorado Springs Housing Authority in such circumstances.
22. If CSHA determines that a pet is a nuisance or threat to the safety or security of person or property, a request for the removal of the pet from the premises may be made.
23. The resident agrees to abide by all Rules and Policies regarding pets established by CSHA now and in the future.
24. The resident agrees to have the pet under control for any inspection or work order that requires someone to enter my unit. Control may be interpreted to include the resident being home at the time, having the pet confined to a different part of the unit, having the pet caged, muzzled, or out of the unit. If the animal is not under control and the Colorado Springs Housing Authority employee cannot enter the unit a trip charge may be assessed for uncompleted work orders, and a failed inspection charge for uncompleted inspections.
25. The resident agrees that if an emergency requires the Colorado Springs Housing Authority to enter my unit, that I will hold the Colorado Springs Housing Authority harmless in such circumstances (in the case of an emergency, the Colorado Springs Housing Authority will take reasonable precautions to prevent any pet from escaping or being injured.)
26. Residents who violate these rules are subject to:
 - a) Being required to get rid of the pet within thirty (30) days of notice by the Colorado Springs Housing Authority and/or
 - b) Eviction
27. The Colorado Springs Housing Authority recommends the purchase of renter's insurance with a pet rider. The Colorado Springs Housing Authority insurance does not cover your personal property or personal liability if your animal should injure someone.
28. The resident agrees to notify the Colorado Springs Housing Authority of any change regarding the approved pet.

The resident understands that permission to keep my pet on the premises can be revoked by the Colorado Springs Housing Authority if the resident fails to comply with the rules and regulations or permit my pet to become a nuisance.

SERVICE ANIMAL POLICY

A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals are allowed access to all public housing facilities. The resident agrees to abide by the terms of this agreement and the lease requirements for all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors. To assure adherence to this policy, the following rules governing the keeping of Service Animals are established:

1. Service Animals are allowed only in accordance with the terms of this policy and with the written approval of the Colorado Springs Housing Authority.
2. The Service Animal will be approved in writing by the Colorado Springs Housing Authority prior to moving upon CSHA grounds and the resident will keep my written approval available.
3. That Certificate of Annual Licensing by the Humane Society of the Pikes Peak Region will be provided to the Authority prior to the approval of the Service Animal.
4. The resident will abide by all local Service Animal regulations.
5. The resident will provide written proof of yearly distemper, rabies boosters, and current license at the annual re-exam.

Service Animal Restraint

6. The animal will be kept inside the unit, patio, or enclosed yard if the unit is so equipped, and not allowed to roam freely. They must kept on a leash at all times while on any shared complex grounds. Service Animals left outside for any extended period, two or more hours, must have access to water and shelter from weather.
7. Service Animals shall use common areas inside of buildings.
8. Sanitary conditions must be maintained at all times. Waste must be placed in a plastic bag and securely closed and disposed of in the dumpster.
9. Fecal droppings in any shared common area outside of the building, if any, shall be picked up and disposed of immediately in the dumpster in a sanitary manner by Service Animal owner. Fecal droppings in an approved outside area that is not shared shall be picked up daily.

10. Resident shall take adequate precautions to prevent Service Animals from disturbing neighbors (e.g. barking, howling, loud meowing, scratching, biting, etc.).
11. Resident shall take adequate precautions to eliminate any Service Animal odor while in the unit and to maintain the unit in a sanitary condition at all times.
12. Residents shall not alter their units, patios, or any other portion of the premises to create an enclosure for a Service Animal. No one may be in violation of humane or health laws.
13. Birds and other small caged animals may be permissible with a maximum of two per unit along with Service Animal. No rodents, dangerous or disease carrying species may be kept. (Acceptable birds and animals for example may include: parakeets, parrots, rabbit, fish).
 - b) Aquariums and caged animals as described above may be kept in conjunction with a Service Animal.
14. Residents are prohibited from feeding stray animals. Feeding of a stray will constitute having pets without permission from the Housing Authority.
15. Visitors or guests are prohibited from bringing any unauthorized pet onto the grounds or into a unit (except for service animals).

Service Animal Care

16. The resident understands that if for any reason the Service Animal is left unattended for twenty-four (24) hours or more, CSHA has the right to enter the unit to remove the Service Animal and transfer it to the proper authorities, e.g. the local animal shelter or humane society. I will hold harmless the Colorado Springs Housing Authority in such circumstances.
17. If CSHA determines that a Service Animal is a nuisance or threat to the safety or security of person or property, a request for the removal of the animal from the premises may be made.
18. The resident agrees to abide by all Rules and Policies regarding Service Animals established by CSHA now and in the future.
19. The resident agrees to have my Service Animal under control for any inspection or work order that requires someone to enter my unit. Control may be interpreted to include my being home at the time, having my Service Animal confined to a different part of the unit, having my Service Animal caged, muzzled, or out of the unit. If the animal is not under control and the Colorado Springs Housing Authority employee cannot enter the unit a trip charge may be assessed for

uncompleted work orders, and a failed inspection charge for uncompleted inspections.

20. The resident agrees that if an emergency requires the Colorado Springs Housing Authority to enter my unit, that I will hold the Colorado Springs Housing Authority harmless in such circumstances (In the case of an emergency the Colorado Springs Housing Authority will take reasonable precautions to prevent any Service Animal from escaping or being injured.)
21. Residents who violate these rules are subject to:
 - a) Being required to get rid of the Service Animal within thirty (30) days of notice by the Colorado Springs Housing Authority and/or
 - b) Eviction
22. The resident agrees to renew this Addendum at the below expiration date and at the expiration of the Annual License.
23. The resident understands that permission to keep the Service Animal on the premises can be revoked by CSHA if the resident fails to comply with the rules and regulations or permit the Service Animal to become a nuisance.

ASSISTANCE/ SUPPORT

Assistance animals are allowed with written approval. The tenant agrees to abide by the terms of this agreement and the lease requirements for all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors. To assure adherence to this policy, the following rules governing the keeping of Assistance Animals are established:

1. I understand that: Assistance Animals are allowed only in accordance with the terms of this policy and with the written approval of the Housing Authority.
2. I understand that: My Assistance Animal will be approved in writing by the Colorado Springs Housing Authority prior to moving upon Authority grounds and I will keep my written approval available.
3. That Certificate of Annual Licensing by the Humane Society of the Pikes Peak Region will be provided to the Authority prior to the approval of the Assistance Animal.
4. I agree to abide by all local Assistance Animal regulations.
5. I understand my Assistance Animal may not be used for commercial breeding.
6. I will provide written proof of yearly distemper, rabies boosters and current license at the annual re-exam.

Assistance Animal Restraint

7. Animals will be kept inside the unit, patio, or enclosed yard if the unit is so equipped, and not allowed to roam freely. They must be kept on a leash at all times while on any shared complex grounds. Assistance Animals left outside for any extended period, two or more hours, must have access to water and shelter from weather.
8. Assistance Animals shall use common areas inside of buildings.
9. A cat litter box will be provided by cat owner and sanitary conditions must be maintained at all times. Litter box must be cleaned once a day (waste must be placed in a plastic bag and securely closed) and disposed of in the dumpster.
10. The litter box must be kept in the unit at all times.
11. Fecal droppings in any shared common area outside of the building, if any, shall be picked up and disposed of immediately in the dumpster in a sanitary manner by Assistance Animal owner. Fecal droppings in an approved outside area that is not shared shall be picked up daily.

12. Resident shall take adequate precautions to prevent Assistance Animals from disturbing neighbors (e.g. barking, howling, loud meowing, scratching, biting, etc.).
13. Resident shall take adequate precautions to eliminate any Assistance Animal odor while in the unit and to maintain the unit in a sanitary condition at all times.
14. Residents shall not alter their units, patios, or any other portion of the premises to create an enclosure for a Assistance Animal. No one may be in violation of humane or health laws.
15. Birds and other small caged animals may be permissible with a maximum of two per unit along with Assistance Animal. No dangerous or disease carrying species may be kept. (Acceptable birds and animals for example may include: fish, parakeets, parrots, rabbit.)
 - b) Aquariums and caged animals as described above may be kept in conjunction with a cat or dog.
16. Residents are prohibited from feeding stray animals. Feeding of a stray will constitute having pets without permission from the Housing Authority.
17. Visitors or guests are prohibited from bringing any unauthorized pet onto the grounds or into a unit (except for Service animals).

Assistance Animal Care

18. I understand that if for any reason my Assistance Animal is left unattended for twenty-four (24) hours or more, the Authority has the right to enter the unit to remove the Assistance Animal and transfer it to the proper authorities, e.g. the local animal shelter or humane society. I will hold harmless the Housing Authority in such circumstances.
19. If the Housing resident or Resident Manager determines that an Assistance Animal is a nuisance or threat to the safety or security of person or property, a request for the removal of the animal from the premises may be made.
20. I agree to abide by all Rules and Policies regarding Assistance Animals established by the Authority now and in the future.
23. I agree to have my Assistance Animal under control for any inspection or work order that requires someone to enter my unit. Control may be interpreted to include my being home at the time, having my Assistance Animal confined to a different part of the unit, having my Assistance Animal caged, muzzled, or out of the unit. If the animal is not under control and the Housing Authority employee

cannot enter the unit a trip charge will be assessed for uncompleted work orders, and a failed inspection charge for uncompleted inspections.

24. I agree that if an emergency requires the Housing Authority to enter my unit, that I will hold the Housing Authority harmless in such circumstances (In the case of an emergency the Housing Authority will take reasonable precautions to prevent any Companion Animal from escaping or being injured.)
25. Residents who violate these rules are subject to:
 - a) Being required to get rid of the Assistance Animal within thirty (30) days of notice by the Housing Authority and/or
 - b) Eviction
26. I agree to notify the Housing Authority of any change regarding the assistance animal.
27. I understand that permission to keep my Assistance Animal on the premises can be revoked by the Authority if I fail to comply with the rules and regulations or permit my Assistance Animal to become a nuisance.

NOTE: ONE COMPANION/ ASSISTANCE ANIMAL PER FORM

APPENDIX 3. TERMINATION OF TENACY

Termination of Tenancy for Material Non-compliance may be an Eviction or Nonrenewal of the Lease.

Both notifications will include the following:

1. State specific reason for termination.
2. Advise tenant that staying in the unit may result in court termination.
3. Advise tenants with disabilities they have the right to request a Reasonable Accommodation.
4. Notice of Termination of Tenancy should be mailed and hand delivered.
5. If a tenant has a complaint, they may contact the Deputy Director at:
335 S Wahsatch
Colorado Springs, CO 80903
719-387-6752
6. Advise tenant that they have 10 days to discuss the termination with the Landlord. The first day begins the day the notice is effective. (Drug activity is not included).
7. Tenants may call, write or verbally indicate that they have a complaint within 10 days. A Landlord Discussion will then be set with the CSHA designee.

APPENDIX 4. CSHA CRIME FREE POLICY

1. TRACKING AND REPORTING CRIME-RELATED PROBLEMS

The Colorado Springs Colorado Springs Housing Authority shall provide addresses of all Multi-Family Housing locations to the Colorado Springs Police Department, and request that CSHA be informed of any known criminal activity at any of the listed locations. (The Police Department will use their own discretion in reporting activity that could breach internal security or safety requirements.) CSHA management staff will work with the Police Department to establish contact officers for each section of the City. CSHA employees will report criminal or suspicious activity to the contact officer or the Police Department whenever such activity is observed. Citizen reports will be responded to immediately and reported appropriately. In order to maintain confidentiality, all records of criminal activity will be maintained in the individual tenant files.

2. SCREENING OF APPLICANTS

Before an applicant can be assisted, the following checks and references shall be obtained:

- (1) A background will be run for each adult family member and reviewed for criminal and drug-related criminal activity. In order to ensure confidentiality, all records will be maintained by the Police Department. Authorized Colorado Springs Housing Authority staff will have access to a summary report only. Additional information can be obtained verbally if clarification is needed. Summary reports are kept in applicant's/resident's file.
- (2) Two years of acceptable landlord references or appropriate alternative references will be required. Records are retained in the individual tenant file. If landlord references are not available, proof of recent homeownership may be accepted as a replacement for landlord references.
- (3) A credit report will be obtained for the head of house. The report must show an acceptable credit history. If the credit history is not acceptable, a credit resolution payment plan, developed through Consumer Credit Counseling, may be considered an alternative. Reports are retained in a separate credit file until a placement determination has been made. Records are destroyed after six months.

3. LEASE ENFORCEMENT

The lease shall include the following terms in Tenant's Right to Use and Occupy.

- (1) To act, and cause household members or guests, invited or not, to act in a manner which will not disturb other Tenants', neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining

the project in a decent, safe, and sanitary condition. The Tenant shall be responsible for keeping his/her children under disciplined control.

- (2) To refrain from any criminal activity, gang activity, drug related criminal activity that threatens the health, safety, or right to peaceful enjoyment of neighbors or Management's employees. Any such violation will be cause for termination of the lease. Records are retained in the individual tenant file.
- (3) For Material Non-Compliance of the Lease, which includes repeated minor violations of the lease, CSHA may choose to terminate tenancy during or at the end of the lease term.

APPENDIX 5. REASONABLE ACCOMMODATIONS

NOTICE OF RIGHT TO REQUEST REASONABLE ACCOMMODATION

If you have a disability, and as a result of your disability you need...

- A change or repair in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,
- A change or repair to some other part of the housing site that would give you an equal chance to live here and use the facilities or take part in programs on site,
- a change in the way we communicate with you, give you information, or apply occupancy policies that would give an equal chance to live here and use the facilities or take part in programs on site,

you may ask for this kind of change, which is called a REQUEST FOR REASONABLE ACCOMMODATION.

We will give you an answer in 14 days unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information, if you think that will help.

If you need help filing out a REASONABLE ACCOMMODATION REQUEST FORM or if you want to give us your request in some other way, we will help you.

You can get a REASONABLE ACCOMMODATION REQUEST FORM at 831 South Nevada Avenue, Colorado Springs, Colorado or at 335 South Wahsatch, Colorado Springs, Colorado or online at csha.us.

NOTE: all information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

*In simple language, this legal phrase means if it is not expensive and too difficult to arrange.

APPENDIX 6. COLLECTION POLICY/FAMILY DEBTS TO THE CSHA

OVERVIEW

This part describes the CSHA's policies for recovery of monies that have been underpaid by families.

When an action or inaction of a resident family results in the underpayment of rent or other amounts, the CSHA holds the family liable to return any underpayments to the CSHA.

The CSHA will enter into repayment agreements, in accordance with the policies contained in this part, as a means to recover overpayments. The term *repayment agreement* refers to a formal document signed by a tenant and provided to the CSHA in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

When a family refuses to repay monies owed to the CSHA, CSHA will start eviction proceedings. After termination, CSHA will utilize collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

REPAYMENT AGREEMENT GUIDELINES

The CSHA will enter into an agreement for collection of past due amounts at the sole discretion of the CSHA. Amounts past due may consist of but are not limited to security deposits, damages, maintenance, unpaid rent, unreported income, fees, and late charges.

Payment Thresholds

Amounts totaling \$999 or less must be repaid with 12 months.

Amounts between \$1,000 and \$1,999 must be repaid within 24 months.

Amounts between \$2,000 and \$2,999 must be repaid within 30 months.

Amounts between \$3,000 and \$4,999 must be repaid within 36 months.

CSHA may re-calculate the payment agreement according to a change in family income if necessary.

CSHA will consolidate no more than two payment agreements. The total balance must not exceed \$4,999 in which case the proposed termination policy for amounts totaling \$5,000 or more would be initiated.

Amounts totaling \$5,000 or more shall have proposed program termination. In such instances appropriate administrative and legal processes shall be followed regarding informal hearings. Repayment agreements in this category can only be initiated at the direction of the Hearing Officer (if applicable) or approval of the Executive Director and/or the Deputy Director.

Execution of the Agreement

The head of household and spouse/cohead (if applicable) must sign the repayment agreement.

Due Dates

All payments are due by the close of business on the 1st day of the month. If the 1st does not fall on a business day, the due date is the close of business on the first business day after the 1st. The CSHA grace period will be accepted for repayment agreements as indicated in the tenant lease Section III (d).

Non-Payment

If a payment is not received by the end of the business day on the date due or postmarked by the 3rd of the month, and prior approval for the missed payment has not been given by the PHA, the CSHA will send the family a delinquency notice. If a family has two late payments or receives two delinquency notices for unexcused late payments, they may be subject to eviction. CSHA will terminate tenancy in accordance with the policies in Chapter 13.

No Offer of Repayment Agreement

The CSHA will generally not enter into a repayment agreement if there is already a repayment agreement in place with the family. If the amounts owed by the family exceed the Federal or State threshold for criminal prosecution, the CSHA will not enter an agreement.

APPENDIX 7. INFORMAL HEARING PROCEDURES

FOR INELIGIBLE APPLICANTS

Applicants ineligible for Multi-Family Housing are entitled to an informal hearing.

The following procedure will be used to conduct the informal hearing:

- Applicant must request an informal hearing within fourteen (14) days of the date the rejection letter was postmarked.
- The reason(s) for rejection will be identified in the rejection letter.
- Applicant will be given ample time to prepare a rebuttal. The informal hearing will be scheduled within fourteen (14) business days
- Applicant may appear with counsel.
- Applicant will be given reasonable time to present the rebuttal. The Informal Hearing schedule will be at the discretion of the Hearing Officer.
- The Hearing Officer will review the applicant file, reasons for rejection and information presented by the applicant in rebuttal and give a written decision within 14 business days. The Hearing Officer may extend the decision with written notification to the applicant.
- All Informal Hearing decisions are final

APPENDIX 8. Site Based Waiting Lists

Franklin Square Apartments has its own wait list.

Southview Plaza Apartments has its own wait list.

APPENDIX 9. FAILED AND SPECIAL INSPECTION PROCESS

A. Failed Inspection Process

1. When a residents' unit fails the annual inspection, a re-inspection will be scheduled within 30 days. The Manager will attend failed unit re-inspections with the Inspector
2. If the unit fails a second time, a 30-day Notice of Proposed Eviction will be issued, and a third re-inspection will be scheduled.
3. If the unit fails a third time, a 10-day Notice for Possession or Compliance will be issued. The resident has an opportunity to request a re-inspection during the 10 days.
 - a. If the unit passes, the 10 day will be cancelled.
 - b. If the unit fails, CSHA will move forward with the eviction.

B. Special Inspection Process

When a concern regarding a unit comes to the attention of the Manager, the Manager may schedule a Special Inspection. The Manager may be notified of the concern by:

- Unit Observation on Work Orders
 - Neighbor Complaint which is verified by the Manager
1. When a residents' unit fails the special inspection, a re-inspection will be scheduled within 30 days. The Manager will attend failed unit re-inspections with the Inspector
 2. If the unit fails a second time, a 30-day Notice of Proposed Eviction will be issued, and a third re-inspection will be scheduled.
 3. If the unit fails a third time, a 10-day Notice for Possession or Compliance will be issued. The resident has an opportunity to request a re-inspection during the 10 days.
 - a. If the unit passes, the 10 day will be cancelled.
 - b. If the unit fails, CSHA will move forward with the eviction.