

# **CHATTANOOGA HOUSING AUTHORITY**

## **Management Plan – Cromwell Hills Apartments**

**Effective Date: 46/236/202319**

### **CHATTANOOGA HOUSING AUTHORITY**

801 N. Holtzclaw Ave.  
Chattanooga, TN 37404



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## CHAPTER 1: INTRODUCTION

### 1.1 Introduction & Mission Statement

This Management Plan covers resident selection and admission, occupancy, transfer, termination and resident services for the Cromwell Hills Apartments (Cromwell) located at 3940 Camellia Drive, Chattanooga, TN, and ensures that these activities are conducted in a fair and nondiscriminatory manner and in compliance with applicable law, and program and project agreements.

Cromwell is subject to requirements of the following programs ("Programs"):

- Low Income Housing Tax Credit (LIHTC)
- Housing Choice Voucher Program Project Based Vouchers
- Tennessee Housing Trust Fund Grant No. \_\_\_\_\_

The mission of the Chattanooga Housing Authority (CHA) parallels that of the Department of Housing and Urban Development (HUD): to create strong, sustainable inclusive communities and quality affordable homes for all; to strengthen the housing market to bolster the economy and protect consumers; to meet the need for quality affordable rental homes; to utilize housing as a platform for improving quality of life and build inclusive and sustainable communities free from discrimination. All employees of the CHA are expected to work cooperatively with management, residents, the public and co-workers toward achieving the mission and goals of the CHA as set forth by the Board of Commissioners (Board).

Among the CHA's goals in achieving this mission are the following:

- a) To provide healthy, drug-free communities both in and surrounding units supported and managed by the CHA;
- b) To serve as the city's housing safety net to the maximum extent possible without sacrificing the health of the community and neighborhood;
- c) To design, implement and support educational and vocational programs with the goal of reducing long-term reliance of residents on public assistance programs;
- d) To use established and innovative financial and human resources to ensure that each CHA resident and housing community has the opportunity to achieve his/her/its maximum potential and achieve financial self-sufficiency;

- e) To promote the integration of affordable housing within the larger community;
- f) To comply with all applicable federal, state, and local laws and regulations; and
- g) To ensure that all employees are provided with the necessary training and supervision to accomplish their assigned responsibilities in promoting the mission of the CHA.

## **1.2 Statement of Nondiscrimination**

### **1.2.1 Compliance with Federal and State Laws**

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted. Such laws include Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988) and the implementing regulations at 24 CFR Parts 100,108,110, and 121; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35; the Violence Against Women Act of 2005 as amended by the Violence Against Women Reauthorization Act of 2013 and the implementing regulations at 24 CFR 5.2001 et. seq. and 24 CFR 983.251; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); Housing Choice Voucher Program regulations at 24 CFR 982, 983 and 984; and the Tennessee Landlord and Tenant Act.

### **1.2.2 Civil Rights and Fair Housing**

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Program.

To this end, the CHA shall not:

- a) Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;
- b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Policy;
- c) Subject any person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services available to other similarly situated individuals; and/or
- g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Program.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants and residents regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the CHA's Central Office and all CHA's site-based Management Offices. In addition, all CHA's written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The CHA will also assist in completing the forms, if requested, and will provide the address of the U.S. Department of Housing and Urban Development (HUD), Region IV Field Office, 235 Cumberland Bend, Suite 200, Nashville, TN 37228-1803, and the City of Chattanooga, Office of Multi-Cultural Affairs, City Hall, 101 E. 11<sup>th</sup> St., Chattanooga, Tennessee 37402.

### **1.2.3 Right To Privacy**

All adult members of both applicant and resident households are required to sign (HUD) Form 9886 (or equivalent), Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of

Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

The CHA will only release identifiable applicant or resident information as authorized by law and regulations and:

- a) pursuant to a signed release or information request from the applicant or resident, and subject to the terms of that release or request; or
- b) pursuant to a lawful court order or lawful civil or criminal discovery process; or
- c) pursuant to a request for cooperation or information from other governmental agencies or regulatory body; or
- d) as otherwise required by law.

#### **1.2.4 Reasonable Accommodations**

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the Program. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities, or because the CHA's policies and/or procedures, lease or other provisions of law so provide.

The CHA cannot refuse to make a reasonable accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a CHA apartment, including public and common use areas.

The CHA must permit a modification to a dwelling unit, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy CHA premises.

The CHA's full Reasonable Accommodation Policy is attached to this Policy as **Attachment A** and is hereby incorporated into this Plan.

### **1.3 Accessibility and Plain Language**

#### **1.3.1 Accessible Facilities and Programs**

Facilities and programs used by applicants and residents shall be made accessible. CHA offices, hearing rooms, community rooms, laundry facilities, and other CHA spaces will be available for use by residents with disabilities. If these

facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the CHA.

### **1.3.2 Plain Language Paperwork**

Documents intended for use by applicants and residents will be presented in accessible formats and/or with accessible methodologies for those with vision or hearing impairments and will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

### **1.3.3 Effective Communication Policy**

The CHA is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. The CHA's Effective Communication Policy is attached to this Plan as **Attachment B** and is hereby incorporated into this Plan.

### **1.3.4 Language Access Plan - Limited English Proficiency or Non-English Speakers**

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency and non-English speakers have meaningful access to the CHA's programs, services and activities. The CHA's Language Access Plan is attached to this Plan as **Attachment C** and is hereby incorporated into this Plan.

### **1.4 Revisions to this Document**

This Plan may be revised from time to time, subject to approval by the CHA's Board of Commissioners and Program guidelines. Public notice and comments will be given and taken utilizing the same timeframes as the CHA's Agency Plan.

## **CHAPTER 2: MARKETING AND OUTREACH**

### **2.1 Marketing Policy**

It is the policy of the CHA to conduct marketing and outreach efforts to provide the local community with awareness of the CHA's Programs. The CHA will conduct outreach to the community to create an awareness of the availability of affordable housing and to maintain an adequate application pool, taking into consideration the vacancy level and the availability of units through turnover.

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff, and any laws subsequently enacted.

The CHA will provide informational materials and/or presentations to individuals, groups, social service agencies and as other opportunities arise.

### **2.2 Marketing Purpose**

Marketing has two primary purposes:

- a) to make all potential applicants aware of the housing opportunities and related services that CHA offers its residents; and
- b) to attract specific groups of applicants, such as:
  - those with income levels which are under-represented;
  - those who are likely to be successful residents;
  - disabled persons who require units with accessible features; or
  - Underserved populations such as veterans, ex-offenders, and youths aging out of foster care.

### **2.3 Marketing Requirements**

The following requirements apply to CHA marketing efforts:

#### **2.3.1 Fair Housing**

Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc.

### **2.3.2 Plain Language**

Marketing materials shall be in “plain language.” The CHA shall make an effort to use print media, videos and multi-media in a variety of languages as necessitated by applicant/resident language needs.

### **2.3.3 Eligibility**

Marketing materials shall make clear who is eligible for housing including people with physical and/or mental disabilities.

## **2.4 Marketing and Outreach Strategies**

### **2.4.1 When CHA Will Market Apartments**

The CHA will undertake marketing efforts, including efforts to affirmatively further fair housing, whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements, fair housing needs, unit vacancy or turnover considerations, the housing needs of elderly, disabled or minority households, an insufficient pool of applicants on the waiting list, or any other factor which may require marketing efforts to further Program goals.

The CHA shall assess these factors at least annually as part of its Agency Planning process in order to determine the need and scope of the marketing efforts.

### **2.4.2 Affirmative Marketing**

The CHA will use marketing as an integral part of its overall strategy to affirmatively further Fair Housing within the Chattanooga area. In determining its marketing activities, CHA will consider patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disproportionate housing needs, and disparities in access to opportunity. CHA will select media outlets, languages and advertising methodologies that are targeted to advance its Fair Housing Strategy.

### **2.4.3 Print Media**

The CHA will establish a list of publications to use when it is necessary to print marketing materials. As necessary, the CHA will utilize any or all of these publications to facilitate outreach.

The CHA will seek to reach potential applicants through advertising in publications that serve all populations, including its website and/or social media. Additionally, the CHA may use public service announcements to reach people who cannot or do not read newspapers. The Equal Housing Opportunity logo will be used in all advertisements.

#### **2.4.4 Required Postings**

In the lobby of the CHA's Central Office and the site management office, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the CHA's Central Office located at 801 North Holtzclaw Avenue, Chattanooga, TN, and at each site management office.

- a) This Management Plan;
- b) The public housing Admissions and Continuing Occupancy Policy;
- c) The CHA Housing Choice Voucher Program Administrative Plan;
- d) Notice of the status of the waiting lists for CHA-managed properties (opened or closed);
- e) A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all site management offices, office hours, telephone numbers, TTD numbers and resident facilities and hours of operation;
- f) Applications for admission to the CHA's Programs;
- g) Income limits for admission;
- h) Utility Allowance Schedules;
- i) Current schedule of routine maintenance charges;
- j) A sample dwelling lease;
- k) Pet application, pet lease agreement;
- l) Fair Housing Poster;
- m) Equal Opportunity in Employment Poster; and

- n) Procedure to request reasonable accommodation.

## **2.5 Limited English Proficiency Plan**

The current Limited English Proficiency Plan provides for outreach to the community and relevant agencies to access speakers of languages other than English (**see Attachment C**).

## **CHAPTER 3: APPLICATIONS AND PROCESSING**

### **3.1 Waiting List Application**

Applications to Cromwell may be made as follows; please note that some of the methodologies may not be currently available:

- a) By completing an application form. Application forms, if applicable, can be obtained from the Cromwell site management office at and CHA's Central Office at 801 N. Holtzclaw Ave., Chattanooga, TN 37404. The application form will also be available on the CHA's website at [www.chahousing.org](http://www.chahousing.org). Application forms will be mailed to individuals upon request.
- b) By completing an online or computer-based application. Facilities for completing the online- or computer-based application, if applicable, are available at CHA's Central Office. Online applications may also be available on the CHA's website at [www.chahousing.org](http://www.chahousing.org).

The CHA shall provide access to and reasonable assistance with the application process during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. Applications will not be accepted unless they are complete, legible and authenticated by the head of household. The CHA shall date and time stamp each application as received.

### **3.2 Waiting Lists**

The waiting list for Cromwell is managed by CHA's Housing Choice Voucher Program ("HCVP"), in accordance with its Administrative Plan (including provisions related to admission requirements for homeless veterans and Frequent Users Systems Engagement (FUSE) applicants). The Administrative Plan covers the opening, closing and maintenance of Project-Based Voucher Waiting Lists. Site staff will forward to HCVP any applications received for placement on the Cromwell waiting list. Site staff will notify HCVP staff of upcoming vacancies, including whether the vacancy is in a unit with accessible features. The CHA Housing Choice Voucher Program Administrative Plan is attached hereto as **Attachment D. The Cromwell PBV Waiting List will be managed by the CHA HCVP Department as follows:**

The CHA recognizes no preferences in the management of PBV waiting list. Applications will be processed based on the date and time of application, except as noted below.

All completed applications shall be date and time stamped at the CHA office taking the application or as part of the online or computer-based application process.

The CHA places applicants on the waiting list based upon the date and time of application and any eligibility for an order selection preference as set forth below (shown in order of highest preference to lowest preference):

Preference Category 1: Residents living at Cromwell Hills Apartments who will be relocated on-site at the time of phased completion of renovations;

Preference Category 2: Residents involved in the CHA's Emerald Villages relocation efforts whose circumstances warrant a unit offer at the Cromwell Hills Apartments, as determined and approved by the Director of Low Income Public Housing;

Preference Category 3: Applicants on the Cromwell Hills Apartments' waiting list prior to the start of the renovation project and who responded to an interest inquiry in February 2020 indicating an interest in remaining on the waiting list;

Preference Category 4: Based on the National Housing Trust Fund award, up to 10 units will be made available to homeless veterans and up to 10 units will be made available to participants in the Hamilton County Sheriff's Department FUSE Program. Note: the needs of an applicant will determine the unit size offered. Once 10 units are filled in each category, applicants may maintain this preference, but will not be offered a unit until the occupied unit count for the applicant's particular category drops below 10. Unit sizes may change based on the needs of the applicant at the top of the waiting list;

#### Preference Category 5: Administrative Transfers

The Executive Director or his/her designee may require a resident to transfer from one dwelling unit to another for a sound administrative reason such as:

- a) Fire in or condemnation of an occupied unit;
- b) Harassment or abuse of a resident or household member;
- c) When the CHA determines that there is extreme overcrowding (when the family's size and/or composition is significantly inappropriate for a unit with so few bedrooms);
- d) When the CHA determines that a family is over housed, i.e. resides in a unit that has more bedrooms than that which is required by the family size or composition;
- e) When the CHA is undertaking modernization, and the type of work being done requires that the resident temporarily or permanently relocate;
- f) When there are defects in the resident's unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired;
- g) When the CHA terminates its participation in a specialized housing program that may have been approved by HUD. Such programs could include the partnership with the Southeast Tennessee Human Resource Agency (SETHRA); and

h) To give effect to a Reasonable Accommodation as approved by the Director of Low Income Public Housing.

Preference Category 6: Standard Applicants

Depending upon the nature of the PBV award, the CHA HCVP Department may elect to delegate the administration of the waiting list to the site management. Said delegation will be in writing and will be signed by a representative of the CHA HCVP and the site management. The CHA HCVP shall review and monitor the site's administration of the waiting list on an annual basis and shall provide a report on any deficiencies to the site for correction. Otherwise, the CHA HCVP shall maintain a separate project based waiting list based on date and time of application as noted above.

**3.3 Handicapped-Accessible Units**

Handicapped-accessible units will first be offered to families who will benefit from the accessible features. If there are no applicants on the waiting list who require accessible features, the CHA will offer the accessible unit to an applicant who does not require accessible features, provided that he/she agrees in writing to transfer to a different unit at the family's expense if a family requiring an accessible unit needs the unit. The CHA will provide a 30-day notice to any family required to transfer.

**3.4 Occupancy Standards**

An applicant household qualifies for a unit of a particular bedroom size based on its household size and composition. Occupancy standards are set out in the CHA HCVP Administrative Plan, Chapter X.

**3.5 Unit Offer**

Following successful screening and final eligibility/suitability review pursuant to Chapter 4 of this Plan, the CHA will make one unit offer to the applicant. In some instances, the CHA may make a unit offer for a unit that is expected to become available and for some reason the unit does not become available. Under those unusual circumstances, there will be a second unit offer to the applicant.

If the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship, the CHA may offer different units to the family.

An applicant must accept a unit offer within 48 hours of the written offer. For good cause the CHA may extend the time for a response to an additional reasonable

time. An applicant who fails to accept a unit offer within the required time will be removed from the waiting list.

### **3.6 Results of Screening for Eligibility and Suitability for Tenancy**

When the CHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the HCVP staff shall notify the applicant of the opportunity to attend a voucher briefing. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the execution of a lease. At admission, the CHA shall provide new residents with a Notice of Occupancy Rights under the Violence Against Women Act (VAWA)(HUD Form 5380, with extra CHA content).

When it is determined that an applicant is ineligible and/or unsuitable for housing, HCVP staff will provide prompt written notice of a decision denying housing to an applicant and of the opportunity to request a hearing. This notice shall contain a brief statement of the reasons for the CHA's decision, and shall include the Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380, with extra CHA content).

### **3.7 Communications**

#### **3.7.1 CHA to Applicants**

Communications with applicants will be by first class mail or by electronic means in the case of an online or computer-based application process. When an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.), CHA will make such reasonable accommodation. Failure to respond to CHA communications may result in withdrawal of an applicant from all waiting lists.

#### **3.7.2 Applicants to CHA**

It is the responsibility of each applicant to inform the CHA in writing of any change in address, telephone number, household composition, change in preference, or other information, which may affect the status of the application while on the waiting list(s). For an applicant with no fixed address, such as homeless households, the address of a social service agency may be used for CHA contacts; however, if the applicant finds permanent housing, the address must be reported to the CHA in writing at once.



## **CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION**

### **4.1 General Provisions**

#### **4.1.1 Overview**

The CHA thoroughly screens each individual applicant in accordance with HUD and LIHTC regulations and sound management practices to determine whether an applicant is both eligible and suitable.

#### **4.1.2 Duty to Cooperate**

Each applicant is required to respond to the CHA within the specified time frames to any request to review his/her application and/or submit or update information and/or execute any necessary documents, including releases for performing suitability verification. Failure of the applicant to do so will result in removal of the applicant from the applicable waiting list(s). CHA reserves the right to require applicant status checks, changes to applications regarding income and family circumstances, etc., to be done in person, by mail or electronically.

#### **4.1.3 Fraud or Misrepresentation**

Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, HCVP, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for admission for a period of five (5) years from the date of the final denial.

#### **4.1.4 Applicant Interviews**

The CHA may conduct interviews with applicants for the Program in accordance with the following guidelines:

##### **a) Private Interview**

Insofar as possible, application interviews shall be conducted in a private or semi-private atmosphere where CHA can reasonably maintain the confidentiality of the information that the applicant or family provides;

b) Consistency of Information

During the applicant's formal interview, the eligibility interviewer will compare new information received with past information stated on the application and, if necessary, inquire of the applicant family the reason(s) for any discrepancies, and/or require additional documentation; and

c) Additional Documentation

Additional documentation or verifications specifically requested of the applicant must be provided within one week, or such other reasonable time as CHA may determine, from the interview date unless an extension is granted.

## **4.2 Applicant Eligibility**

In order to meet the eligibility criteria for housing, an applicant will be verified by the CHA HCVP staff in accordance with the Administrative Plan. Cromwell site staff will perform necessary additional eligibility verification for LIHTC or additional grant program standards, including but not limited to LIHTC income set-asides, LIHTC student status, and Tennessee Housing Trust Fund set asides for special populations.

## **4.3 Applicant Suitability**

### **4.3.1 General**

The CHA, itself or through commercially-available 3<sup>rd</sup> party screening services, will evaluate each applicant to determine whether the applicant will be reasonably suitable as a resident of a CHA community. At CHA's option, 3<sup>rd</sup>-party screening may be applied to a randomly-selected subset of applicants, in order to evaluate its effectiveness over time. In those cases, suitability decisions for those applicants may be made based on the screening results. The CHA will deny admission to any applicant whose habit(s), action(s) and/or practice(s) reasonably may be expected to have a detrimental effect on other residents, site-based management or maintenance staff, CHA's agents, contractors or employees, or other members of the public in and around the community. These suitability provisions shall also apply to any person who may be eligible to become head of household by reason of a family separation, or who may become a family member due to:

- a) Addition to the lease;
- b) Live-in aide;

- c) Guardianship; or
- d) A residual family.

The CHA may declare applicants who fall into one of the following categories (on an individual basis) to be unsuitable for admission to or continued occupancy in the Program. Before such a determination is made, the CHA shall give consideration to favorable changes in the behavior pattern of the applicant, length of time since the latest offense and other extenuating circumstances that indicate the applicant would or could be a responsible resident.

#### **4.3.2 One Strike Policy & Criminal Background**

HCVP staff will perform a program-level suitability check, including violent or drug-related criminal activity background screening for each adult applicant within the household. The CHA has discretion to deny admission to an applicant:

- a.) Who was evicted from CHA-managed housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity for a five-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The CHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. Note: This requirement may be waived if the person demonstrates successful completion of a re-habilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated;
- b.) Who the CHA has reasonable cause to believe illegally uses a controlled substance in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- c.) Who is a fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under federal or state law;

- d.) Who CHA has reasonable cause to believe has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- e.) Who has a drug possession charge listed within 5 years of the application date;
- f.) Who has an aggravated assault charge listed within 5 years of the application date;
- g.) Who has a simple assault charge within 5 years of the application date;
- h.) Who has any drug paraphernalia charge listed within 5 years of the application date; i.) Who has any charge related to the manufacture, sale or delivery of any controlled/scheduled substance within ten years of the application date (**Note:** Manufacture of methamphetamine is a lifetime ban);
- i.) Who has any history of homicide or attempted homicide in any degree (**Note:** lifetime ban);
- j.) Who has a history of sex offenses to include but not limited to rape, sexual battery, unlawful sexual contact, and indecent exposure (**Note:** Listing on the Sex Offender Registry is a lifetime ban);
- k.) Who has any charge relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- l.) Who has any charge relating to a public order crime within 5 years of application date, including but not limited to public intoxication, disorderly conduct, vandalism, and prostitution;
- m.) Who has committed any other criminal act determined to be detrimental to the safety and well-being of the CHA-managed housing community;
- n.) Who has engaged in acts of domestic violence within 5 years of the application date, including but not limited to dating violence, assault, sexual assault, and stalking; however, the CHA shall follow the terms of the Violence Against Women Act of 2005 in determining eligibility -

Applicants shall not be deemed unsuitable because they are victims of domestic and/or LGBTQ-based violence; [24 CFR Parts 5, 91, 880, as amended by the Violence Against Women Reauthorization Act of 2013]; and

- o.) Who has been banned from CHA properties by being placed on the CHA No-Trespass List.

Generally, an applicant will not be denied for an incident more than 5 years old unless that incident involved murder, rape, armed robbery, child abuse/molestation, violence (e.g., aggravated assault), violent criminal activity, drug-related criminal activity, drugs, and/or the incident contributes to or evidences a pattern of consistent criminal activity. Additionally, an applicant and/or resident originating or participating in the FUSE Program will be afforded greater discretion based on the applicant's willingness to participate actively with the Assertive Community Treatment (ACT) team.

#### **4.3.3 Alcohol Abuse**

Admission or continued occupancy shall be denied to any person when the CHA determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the CHA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, property owners, employers, alcohol abuse centers, and/or acquaintances (including current tenants) who may contact the CHA to volunteer information, or any other appropriate source.

The CHA may waive policies prohibiting admissions if the person demonstrates to the CHA's satisfaction that the person no longer is engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program, has otherwise been rehabilitated successfully, and/or is currently participating in a supervised alcohol rehabilitation program.

#### **4.3.4 Violent Behavior**

Pattern of threatened abusive or violent behavior toward CHA/site-based management staff members, CHA agents and residents and/or others.

#### **4.3.5 Financial History**

History of failure to meet financial obligations, especially chronic or consistent delinquency in rent, utility payment(s) and/or maintenance charges.

#### **4.3.6 Serious Disturbances**

Record of serious disturbances of neighbors, destruction of property; or other disruptive or dangerous behavior.

#### **4.3.7 Housekeeping**

Unsanitary, unduly sloppy or hazardous housekeeping that could adversely affect the health, safety or welfare of other tenants.

#### **4.3.8 Credit History**

Record of eviction, judgment, significant debt which would reduce or reasonably inhibit the ability to pay.

#### **4.3.9 Landlord Contact**

Poor past performance in meeting rental obligations, and/or debt owed, as informed by contact with the current or prior landlord, including CHA, with the exception of Veterans Administration Supportive Housing (VASH) participants who must enter into a repayment agreement.

#### **4.3.10 Utility Supplier**

Poor past performance in meeting utility obligations, as informed by contact with one prior utility supplier to gather information on the applicant's payment history.

#### **4.3.11 Other Contacts**

Poor past performance in meeting other contractual obligations, as informed by contact with such other person(s) or entity/entities as CHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion.

#### **4.3.12 Debt to Federal Subsidized Housing Programs**

Nonpayment of debt to CHA from a previous tenancy and/or other federal subsidized housing program(s). This would include the violation of any terms and agreements of the HCVP.

#### **4.3.13 Other Behavior**

Other behavior that would indicate an inability to comply with essential lease terms.

### **4.4 Consideration of Mitigating Circumstances**

The CHA shall have the right (but is not obligated) to impose, as a condition of admission to or continued assistance for other household members, a requirement that any household member who engaged in or is culpable for drug use or alcohol abuse may not reside with the family in the household on the premises. Moreover, the CHA may require (but is not obligated) that a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by other residents, to submit evidence of current participation in, or successful completion of a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside with the household or on the premises.



## **CHAPTER 5: VERIFICATION**

### **5.1 General**

The HCVP staff shall verify all factors affecting eligibility, suitability and the family's portion of the rent payment, and will maintain documentation relating to such verification in the applicant/resident file. Site staff will perform additional income and asset verifications necessary for LIHTC and Tennessee Housing Trust Fund grant program requirements.



## **CHAPTER 6: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME**

### **6.1    General**

The HCVP staff shall determine gross household income, annual income, exclusions from annual income, deductions from annual income, in accordance with HCVP guidelines. Site staff will use HCVP-determined income information to complete and maintain required LIHTC information.



## **CHAPTER 7: DETERMINATION OF TOTAL TENANT PAYMENT & RENT**

### **7.1 Total Tenant Payment**

The HCVP staff shall determine total tenant payment of rent according to HCVP guidelines.

### **7.2 Utility Allowance**

The HCVP and Owner shall establish a utility allowance for all resident-paid utilities.

### **7.3 Rent Payment Methods**

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments may be made at the site office by check, money order, debit/credit card, State of Tennessee Electronic Benefit Transfer Card (EBT); or debit/credit card through CHA's online payment portal. Payments in cash not to exceed \$5.00 will also be accepted at the site office.

If the rent is not paid by the 5<sup>th</sup> calendar day of the month, rent shall be considered delinquent and a 30-day Notice to Vacate will be issued. If rent is not paid by the 5<sup>th</sup> day of the month, a late charge shall be assessed, which will not exceed ten percent (10%) of the amount of rent past due. If money payable on a tenant's account is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs.

If, within a 12-month period, the tenant has a second personal check that is returned for insufficient funds, the tenant shall be required to make future payments by money order, credit card, debit card, or cashier's check. A history of three (3) or more late/delinquent rental payments within the current reexamination period may result in lease termination.

### **7.4 Reservation of Rights and Partial Payments**

The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent [T.C.A 66-28-508]. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance.

Payment is defined as all amounts owing to the CHA which are received, including but not limited to: rent, late charges, excess utility charges, maintenance charges, legal charges, and any other outstanding charges on a resident's account.

Partial payment is defined as any amount offered as payment that is less than the current balance owed on a resident's account.

Partial payments offered shall be accepted and shall require a Reservation of Rights Agreement acknowledged by the resident.

A Reservation of Rights shall always be incorporated into any repayment agreement.

Residents carrying balances older than 30 days may be required to attend self-sufficiency classes, and non-compliance with attendance requirements may result in eviction.

## **CHAPTER 8: RECERTIFICATION**

### **8.1 General**

The HCVP staff shall perform all HCVP annual recertifications and interim examinations and will maintain the documentation relating to such verifications in the applicant/resident file, in accordance with guidelines. Site staff will perform annual recertifications meeting the standards of the LIHTC program, and will maintain documentation in the resident file. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

### **8.2 Misrepresentation**

If the CHA determines that the resident has intentionally misrepresented facts upon which rent or program eligibility is based, the CHA shall retroactively charge the resident the appropriate amount of rent and take other such actions as permitted by law up to and including eviction and criminal prosecution.



## **CHAPTER 9: RESIDENT TRANSFERS**

### **9.1 Policy**

It is the policy of the CHA that a resident may be transferred to another unit for administrative reasons as set forth in this chapter.

### **9.2 Administrative Transfers**

A resident may be required to transfer from one dwelling unit to a vacant unit Cromwell of an appropriate bedroom size for a sound administrative reason such as:

- a) Fire in or condemnation of an occupied unit;
- b) Harassment or abuse of a resident or household member (including Emergency Transfers pursuant to section 9.3);
- c) When the CHA determines that there is extreme overcrowding (when the family's size and/or composition is significantly inappropriate for a unit with so few bedrooms);
- d) When the CHA determines that a family is overhoused, i.e. resides in a unit that has more bedrooms than that which is required by the family size or composition;
- e) When the CHA is undertaking extensive renovations, and the type of work being done requires that the resident temporarily or permanently relocates;
- f) When there are defects in the resident's unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired; and
- g) To give effect to an approved reasonable accommodation as described in section 1.2.4.

The CHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be approved by the Director of Asset Management and implemented in a manner consistent with the relevant provisions of the resident's lease and/or applicable law. Transfers may be limited by LIHTC and/or Tennessee Housing Trust Fund move-in and occupancy requirements.

### **9.3 Emergency Transfers Under Violence Against Women Act [24 CFR 5.2001 et. seq.]**

In accordance with the Violence Against Women Act (VAWA), CHA allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

- a) **Eligibility** - A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
  - i) Resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit; and/or
  - ii) Where the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) **Required Documentation** - A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this section. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. To request an emergency transfer, the resident shall notify CHA's site management office and submit a written request/certification form (HUD-5382). Requests may also be submitted to the CHA Central Office care of "Director of Asset Management," 801 North Holtzclaw Ave., Chattanooga, TN 37404. CHA will provide reasonable accommodations to this Plan for individuals with disabilities. The request should set out the basis for eligibility as described in a(i) or a(ii) above.
- c) **Confidentiality** - To the maximum extent permitted by law, CHA will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives CHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the Program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. Subsequent to any transfer under this section, documentation relating to the transfer shall be purged from the resident file, and maintained only in the files of CHA's Director of Asset Management.

d) Processing

- i) Requests for Emergency Transfers under this section shall be reviewed by CHA's Director of Asset Management, and be approved or denied.
- ii) If a request is approved, site staff shall forward approval to HCVP and/or CHA public housing staff for consultation with the resident to determine the best available site/option considering all factors such as safety, program eligibility and availability of suitably sized/configured units.
- iii) Once an appropriate unit has been identified, HCVP and/or public housing staff will place the resident on the requested waiting list.
- iv) If CHA has no safe and available units for which a resident who needs an emergency transfer is eligible, CHA will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident's request, CHA will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are set out in CHA's VAWA Notice of Occupancy Rights.

**9.4 Effecting the Transfer**

Upon approval of an administrative transfer within Cromwell by HCVP staff, site staff will execute a new lease with the tenant, who must pay any rent and/or security deposit within 2 days of being advised that the unit is ready to rent. The family will be allowed 5 days to move after receipt of the key to the unit to which the resident is transferring.

**9.5 Cost of the Resident's Transfer**

The cost of a resident's transfer will be borne by the CHA:

- a) When required by CHA rehabilitation work; or
- b) When action or inaction by the CHA has caused the unit to be unsafe or uninhabitable.

The cost for a transfer will generally be borne by the family under the following circumstances:

- c) For an Emergency Transfer under 9.3;
- d) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

- e) When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;
- f) When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit. (Prior to acceptance of the unit, the family generally must sign a statement acknowledging an understanding that a transfer may be required if a handicapped family needs the unit.)
- g) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

## **CHAPTER 10: PETS**

### **10.1 Introduction [24 CFR 5.300]**

The CHA allows for pet ownership at Cromwell in accordance with this Plan.

General policy matters related to pets are set forth in this Chapter and are supplemented by the CHA pet application and lease addenda. Information and documents related to pets may be obtained at the CHA's site management offices.

This Plan does not apply to animals that are used to assist, support, or provide service to persons with disabilities. The CHA will not apply or enforce any policies against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. [24 CFR 5.303]

### **10.2 Pet Definition [24 CFR 5.306]**

Common household pet means: a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. A common household pet does not include reptiles (except turtles). This definition shall not include animals that are used to assist, support, or provide services to persons with disabilities.

#### **10.2.1 Domestic Dogs**

- a) Maximum number per household: 1
- b) Maximum adult weight: 25 pounds when full grown
- c) Must be house-broken
- d) Must be spayed or neutered
- e) Must have inoculations in accordance with State and local laws

#### **10.2.2 Domestic Cats**

- a) Maximum number per household: 1
- b) Maximum adult weight: no restrictions
- c) Litter must be changed twice a week
- d) Must be spayed or neutered

- e) Must have inoculations in accordance with State and local laws.
- f) Must have a scratching post

#### **10.2.3 Birds**

- a) Maximum number per household: 2
- b) Must be maintained inside cage at all times
- c) Cage must be cleaned twice a week

#### **10.2.4 Fish**

- a) Maximum number of aquariums: 1
- b) Maximum aquarium size: 20 gallons
- c) Aquarium or fishbowl must be cleaned as needed

Exception: If the CHA approved a family's application for a greater number of pets prior to the implementation of this Plan, the family shall be permitted to keep those pets.

Note: a household may have one (1) dog and one (1) cat in addition to birds and fish. Residents who had both a properly registered cat and dog prior to the enactment of this new guideline are entitled to keep both of the pets; but if the said pet or pets should no longer be maintained in the household, then the resident must comply with the new guideline limiting the resident to one cat or one dog.

### **10.3 Pet Guidelines (24 CFR 5.318)**

The following guidelines apply to pets maintained by CHA residents. An animal observed to be on site under the control of a resident on multiple occasions may be deemed by CHA to be that resident's pet, requiring approval under this Chapter of the Plan.

#### **10.3.1 Approval**

site staff shall review the application and arrive at a decision by considering the following:

- a) Whether the animal is a pet as defined above;and

- b) If available, prior landlord references (including references from the CHA in cases where tenant has had a pet on CHA property) relating to applicant's pet ownership, including problems with gnawing, chewing, scratching, or otherwise defacing the unit, common areas, and outside property.

If the site staff approves the application, the tenant must complete a "Pet Lease Addendum" and submit this form to the Community Manager. This document shall become part of the tenant's lease agreement.

The pet owner is responsible for providing the CHA with the following information and documents at the time of application. At the time of recertification the pet owner must, provide updated inoculation records. These documents shall be kept in the pet owner's file:

- a) Color photo and identifying description of the pet;
- b) Attending veterinarian's name, address and telephone number;
- c) Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
- d) Veterinary certification of actual weight and projected adult weight of pet; and
- e) Pet licensing certificates in accordance with local and state laws.

If site staff denies the application, they shall inform the tenant in writing within fourteen (14) days of the determination.

#### **10.4 Pet Owners Rights and Responsibilities**

If the application is approved, the pet owner shall assume the following obligations:

- a) The pet owner shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification collars and tags with the tenant's name and phone number and the dates of the most recent inoculations and collars. A pet owner must control and restrain dogs/cats while in the common areas of the development.
- b) The pet owner is responsible for cleaning up after the pet inside the unit and anywhere on the CHA's property. A "pooper scooper" and disposable plastic bags should be carried at all times in common areas.

Toilets are not designed to handle pet litter; therefore no pet debris shall be deposited in a toilet. Pet owners shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes;

- c) For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in the laundry room;
- d) The pet owner shall maintain the unit and its patio, porch and yard, if any, in a sanitary, insect-free, and odor-free condition at all times;
- e) The pet owner must provide litter boxes for cat waste, which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free;
- f) The pet owner shall prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet. Charges for damages will include materials and labor;
- g) The pet owner shall be responsible for the cleaning, deodorizing and sanitizing of carpeting and other floor coverings in the unit;
- h) Pets are not to be tied outside or left unattended on a patio or porch;
- i) The pet owner shall not alter the unit, patio, or other outside area to create an enclosure for a pet;
- j) The pet owner shall not allow the pet to disturb or threaten the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance or danger to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping or other unruly behavior;
- k) No pet is to remain unattended without proper care for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the CHA shall have the right to enter the premises to take the pet to be boarded at a local animal care facility at the expense of the resident;
- l) The pet owner shall allow the CHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The CHA may increase the number of inspections at its discretion;

- m) All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development;
- n) The pet owner shall register the pet with the Community Manager prior to the pet being brought on the development's premises. The pet owner is responsible for providing the CHA with the information regarding the pet's inoculations, licensing, photograph and other information as required. This information shall be kept in the pet owner's file and shall be updated annually. This update shall be coordinated with the pet owner's annual reexamination process;
- o) The pet owner shall provide the name, address and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet.
- p) The pet owner is responsible for keeping the CHA informed of any change of information.

## **10.5 CHA Rights and Responsibilities**

The CHA shall:

- a) Post a copy of this Plan for pet ownership and enforce these rules in a fair and just manner;
- b) Keep proper records of pet owners and pet's pertinent information, conduct unit inspections, investigate complaints and issue warnings and bills for damages, and schedule repairs;
- c) Enforce the Lease Addendum; and
- d) If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, site staff may contact the responsible party or parties listed in the pet's registration materials.

## **10.6 Pet Deposit**

The CHA will assess a refundable pet deposit of \$150. The pet deposit is in addition to any other financial obligation generally imposed on tenants of the

development. The CHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to and fumigation of, the tenant's dwelling unit; and for the CHA, the cost of animal care facilities. The CHA shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the development or no longer owns or keeps the pet.

No fee will be required for medically documented service animals, for example seeing eye dogs.

#### **10.7 Pet Policy Violation Procedures [24 CFR 5.356]**

##### a) Notice of Pet Rule Violation

If the CHA determines on the basis of objective facts, supported by written statements that the pet owner has violated a rule set out in this Plan, the CHA may serve a written notice of pet rule violation on the pet owner. The notice should:

- Contain a brief statement of the factual basis for the determination that the Pet Plan has been violated;
- State that the pet owner has ten days from the effective date of service of notice to correct the violation, including, in appropriate circumstances, removal of the pet or to make a written request for a meeting to discuss the violation;
- State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in the initiation of procedures to terminate the pet owner's tenancy.

##### b) Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the CHA shall establish a mutually agreeable time and place for the meeting, but no later than fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the CHA agrees to a later date).

At the meeting site staff and the pet owner shall discuss the alleged pet rule violation and attempt to correct it. The CHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

c) Notice of Pet Removal

If the pet owner and site staff are unable to resolve the pet rule violation at the meeting, or if site staff determines that the pet owner has failed to correct the pet rule violation as agreed within the prescribed additional time, site staff may serve a written notice on the pet owner.

The notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
- State that the pet owner must remove the pet within ten days of the effective date of service of the notice of pet removal (or the meeting if notice is served at the meeting); and
- State that failure to remove the pet may result in lease termination procedures.

d) Termination of Lease Agreement or Removal of Pet

CHA may not initiate procedures to terminate a pet owner's lease unless:

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- The pet rule violation is sufficient to begin procedures to terminate the lease under the terms of the lease, applicable HUD regulations, and or applicable State or local law.



## **CHAPTER 11: INSPECTIONS**

### **11.1 Move-In Inspections**

The CHA and prospective head of household will inspect the premises prior to signing the lease. The CHA will prepare a written statement of the condition of the premises that will be signed by a CHA representative and the head of household. The CHA will provide a copy of the signed inspection statement to the head of household and will retain the original in the family's file. HCVP will also conduct a program-related move-in inspection.

### **11.2 Periodic Inspections**

HCVP staff will conduct regular inspections for program standards purposes.

### **11.3 Preventative Maintenance Inspections**

The CHA may conduct preventative maintenance inspections periodically. These inspections are intended to keep items in good repair and to extend the life of the unit and its equipment.

These inspections may encompass checks on leaks, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures. These inspections may also provide an opportunity to conduct seasonal checks on furnace filters, window screens and air conditioning units.

### **11.4 Special Inspections**

The CHA may schedule special inspections to enable HUD, THDA or others to inspect CHA-managed housing.

### **11.5 Housekeeping Inspections**

Generally, at the time of annual reexamination, and at other times as necessary, site staff will conduct a housekeeping inspection to ensure that the family is maintaining the unit in a safe and sanitary condition. In cases of poor housekeeping, CHA may require the resident to attend mandatory housekeeping classes or a health/safety fine may be imposed.

### **11.6 Notice of Inspection**

The CHA will provide the resident with at least two (2) days written notice of annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

### **11.7 Emergency Inspections**

The CHA may enter a unit without prior notice if there is reason to believe that an emergency condition exists within the unit. The CHA representative who enters the unit will leave a written notice in the unit advising the family of the date and time of entry and purpose for the emergency inspection.

### **11.8 Pre-Move Out Inspections**

The CHA will offer to schedule a pre-move out inspection upon receipt of a resident's notice to vacate.

The inspection allows the CHA to assist the family in identifying any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the CHA to prepare units more quickly for future occupants.

### **11.9 Move-Out Inspections**

The CHA will conduct a move-out inspection at the time a resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. The CHA will notify the resident about the inspection and encourage the head of household to be present. This inspection becomes the basis for any claims assessed by the CHA against the resident's security deposit.

## **CHAPTER 12: TERMINATION OF TENANCY**

### **12.1 Termination By Resident**

In the event of a resident's death in a single person household, the CHA shall terminate rent charges effective on the date that the family of the decedent returns the keys to the unit to the CHA. In the event of the death of an adult in a multi-person household, site staff will approve a transfer to a right-sized unit, if necessary.

### **12.2 Termination By The CHA**

The CHA may terminate the lease for serious or repeated violations of material lease terms by residents, any member of resident's household, or guests. Such violations include, but are not limited to, the following:

- a) Nonpayment of rent or other charges;
- b) A history of three (3) or more late/delinquent rental payments within the current reexamination period;
- c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- d) Failure to allow inspection of the unit;
- e) Failure to maintain the unit in a safe and sanitary manner;
- f) Assignment or subletting of the premises;
- g) Use of the premises for purposes other than as a dwelling unit; (other than for site-based management approved resident businesses);
- h) Destruction of property;
- i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- j) Any criminal or drug related activity, including manufacture or production of methamphetamine, on or off the premises by the resident or any member of Residents' household or guests;
- k) Permitting persons not on the lease to reside in the unit for more than (21) days each year without the prior written approval of the CHA;

- I) Repeated noncompliance with rules prohibiting the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars and water pipes (hookahs); and
- m) Other good cause.

Notwithstanding the above, the CHA will not terminate a resident's lease if the resident demonstrates that she or he is a victim of real or perceived domestic violence, sexual assault, dating violence or stalking. The CHA may choose to bifurcate a resident household's lease to address such situations.

The CHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program, unless otherwise provided by law. Proof of a violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

### **12.3 Extended Absences and Abandonment**

Cromwell Hills Apartments shall utilize the same guidelines for extended resident household absences as set out in the HCVP Administrative Plan, Section IV.

If the CHA determines that a unit has been abandoned (such as when CHA staff believes that the unit has been unoccupied for thirty (30) days or more; or where the rent is past due and the household has not acknowledged or responded to demands for payment), the CHA shall enter the unit to conduct an emergency inspection and send a written notice of abandonment to the family at the unit address and to any emergency contact person provided by the resident by way of the U. S. Mail forwarding service requested.

If the family does not respond to the written notice of abandonment within ten (10) days of the date of the notice, the CHA shall take appropriate legal action, up to and including eviction.

The CHA shall dispose of all items remaining in the unit. Items of value shall be donated to a non-profit approved by CHA's Director of Asset Management. Items with no value shall be discarded.

## CHAPTER 13: RE-PAYMENT AGREEMENTS

### 13.1 Policy

At the discretion of CHA, a family may enter into a written payment agreement to reimburse CHA for excessive maintenance, fire damage caused by the resident, guest and/or visitor, casualty to unit, maintenance, outstanding rent, or other amounts related to the family's tenancy. CHA may offer the resident an opportunity to enter a repayment agreement to pay the full amount. Payment agreements will normally be limited to amounts less than \$2,000 with terms of 12 months or less.

All repayment agreements must be in writing, dated, and signed by both the tenant and the CHA's representative, including the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Repayment agreements will contain the following provisions:

- a) A description of the charges covered by the repayment agreement.
- b) Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Tenants have the option to repay the retroactive rent balance as follows:

- a) In a lump sum payment; or
- b) Monthly installment; or
- c) A combination of 1 and 2, above.

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## **CHAPTER 14: FRAUD AND MISREPRESENTATION**

### **14.1 Purpose**

This section explains the consequences of misrepresentation and falsification of any application, data relevant to any reexamination or transfer-related information by applicants or residents.

### **14.2 Federal Law Prohibitions**

Any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both [18 U.S.C. §1001].

### **14.3 Applicant and Resident Certification**

Initial applications and applications for continued occupancy for the Program shall contain a warning that falsification of information is punishable under state and federal law.

CHA shall consider the misrepresentation of income and/or family status to be a serious lease and policy violation as well as a crime and shall take appropriate action if fraud is discovered. Specifically:

- a) An applicant family who has misrepresented income or family status shall be declared ineligible for housing assistance if subsidy overpayments are determined to be \$2,000 or greater if the amount determined due is not repaid in full within 30 days of the fraud hearing date or date of execution of the repayment agreement, or at the discretion of the Executive Director or designee. For overpaid subsidy amounts under \$2,000, a resident may be offered a repayment agreement and continued occupancy under the terms of the repayment agreement (see Chapter 15). Eviction proceedings will begin if a resident has two or more instances where subsidy overpayments have occurred during any 60 month period, resulting from unreported or under reported income.
- b) If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the unit, even though the resident may be currently eligible.

- c) A Resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.
- d) If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that should have been paid. CHA reserves the right to demand full payment within thirty (30) days.
- e) CHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of CHA to cooperate with federal, state, county or local authorities in prosecuting cases which, in the CHA's judgment, appear to be willful or deliberate misrepresentation.

## **CHAPTER 15: PROGRAMMING**

### **15.1 Purpose**

The CHA is committed to offer programming that enhances the health and well-being, education, career opportunities, and economic self-sufficiency of all Cromwell residents as set forth.

### **15.2 Veterans Administration Supportive Housing**

In accordance with the Tennessee Housing Trust Fund grant terms, ten apartments at Cromwell will be dedicated to serving formerly homeless veterans. Working collaboratively with the Veterans Administration, its case managers, and each veteran, the CHA will support the veteran's case management plan as much as possible to ensure that the veteran is compliant with his/her lease and will encourage the veteran to engage in community activities, training, and social events offered at the site.

### **15.3 Housing for Ex-Offenders**

In accordance with the Tennessee Housing Trust Fund grant terms, ten apartments at Cromwell will be dedicated to serving ex-offenders. The CHA maintains Memoranda of Understanding with the two primary referral sources noted below. As other referral sources become available, the CHA will consider additional partnerships for referral.

### **15.4 FUSE Program**

Cromwell residents participating in the FUSE Program will have access to all members of the ACT Team, which consists of physicians, nursing professionals, and case managers on a 24/7 basis. Working collaboratively with the FUSE Program officials, ACT Team members, and the residents, the CHA will support each resident's case management plan as much as possible to ensure that the resident is compliant with his/her lease and will encourage the resident to engage in community activities, training, and social events offered at the site.

### **15.5. Hamilton County Mental Health Court**

Cromwell residents participating in court-ordered case management by the Hamilton County Mental Health Court will have access to active case management by Hamilton County social work professionals. Working collaboratively with the Court and case management professional, the CHA will support each resident's case management plan as much as possible to ensure that each resident is compliant with his/her lease and will encourage the resident to engage in community activities, training, and social events offered at the site.

### **15.6 After School and Summer Programming**

In partnership with the City of Chattanooga's Youth and Family Development Department, the CHA will offer after school and summer programming to youths aged 5 and up at the gymnasium onsite. The CHA will collaborate with the City to develop programming that includes educational components, sports, and the arts.

## **Chapter 16: FAMILY SELF SUFFICIENCY PROGRAM**

### **16.1 General**

#### **HCVP Administrative Plan section 34**

The purpose of the Family Self Sufficiency Program (FSSP) is to enable families receiving assistance to achieve economic independence and self-sufficiency. Under the FSSP, the CHA shall counsel families participating in the Program about opportunities for education, job training, counseling, and other forms of social service, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

HUD will measure the success of the CHA's FSSP not only by the numbers of families who achieve self-sufficiency, but also by the number of FSSP families who, as a result of participation in the program, have family members who obtain their first jobs, or who obtain higher paying jobs, no longer need benefits received under one of more welfare programs; obtain a high school diploma or higher education degree, or accomplish similar goals that will assist the family in obtaining economic independence. The CHA shall maintain the FSSP program size in accordance with 24 CFR 984.105. Cromwell site staff shall cooperate with HCVP staff in promoting and facilitating implementation of FSS activities.