

# **CHATTANOOGA HOUSING AUTHORITY**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

**Effective Date: 1/11/2019**

**CHATTANOOGA HOUSING AUTHORITY**

801 N. Holtzclaw Ave.  
Chattanooga, TN 37404



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## **CHAPTER 1: INTRODUCTION**

### **1.1 Introduction & Mission Statement**

This Admissions and Continued Occupancy Policy (ACOP) describes the admission to the Low Income Public Housing Program (Program), occupancy and transfer policies by which the CHA determines eligibility for admission, selects prospective residents, assigns units, admits residents, and processes transfers, in a fair and nondiscriminatory manner.

The mission of the Chattanooga Housing Authority parallels that of the Department of Housing and Urban Development to create strong, sustainable inclusive communities and quality affordable homes for all; to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; 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 the 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 public 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 960.103; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); 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 ACOP;
- 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 Programs.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants/residents of the Program 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, Chattanooga, Tennessee 37401.

### **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 HUD 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 make 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 ACOP as **Attachment A** and is hereby incorporated into the ACOP.

### **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 ACOP as **Attachment B** and is hereby incorporated into the ACOP.

### **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 ACOP as **Attachment C** and is hereby incorporated into the ACOP.

## **1.4 Revisions to this Document**

### **1.4.1 Pursuant to Annual Agency Plan Revisions [24 CFR 301]**

This Policy may be revised pursuant to the requirements for Public Housing Agency Annual Plans, set out in 24 CFR 301 et. seq.

### **1.4.2 Pursuant to Annual Agency Plan Revisions [24 CFR 966.5]**

Revisions not associated with the Agency Plan process may be implemented according to the requirements set out in 24 CFR 966.5.

## **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 its Programs 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 others upon request.

### **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 at a particular site, or
  - those who are likely to be successful residents; or
  - disabled persons who require units with accessible features.

### **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; de-concentration and income mixing needs; 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 Plan in order to determine the need and scope of the marketing effort.

### **2.4.2 Affirmative Marketing**

CHA's public housing program will use its 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 material. 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. 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 in each of its site management offices, 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) Admissions and Continued Occupancy Policy (ACOP);
- b) Notice of the status of the waiting lists (opened or closed);
- c) 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;
- d) Applications for admission to the CHA's Programs;
- e) Income limits for admission;
- f) Utility Allowance Schedule;
- g) Current schedule of routine maintenance charges;
- h) A sample dwelling lease;
- i) Pet application, pet lease agreement;
- j) Fair Housing Poster;
- k) Equal Opportunity in Employment Poster; and



- l) 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 CHA's public housing program 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 and returned to any site management office 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 any site management office and 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.

### **3.2 Waiting Lists**

The following provisions set forth the procedures for managing the CHA's waiting list(s), placement of applicants on the waiting list(s), and the assignment of vacant units to persons on the waiting list(s) in a uniformly nondiscriminatory basis without respect to race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial status or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status:

#### **3.2.1 Management**

The CHA maintains a waiting list for each of its sites by bedroom size, with the exception of its scattered sites. The CHA maintains one waiting list for its four scattered sites by bedroom size, and a separate waiting list for the Greenwood Terrace tax credit site. The CHA may from time to time establish separate waiting lists for certain special housing Programs. The CHA shall date and time stamp each application as received.

The CHA will use the date and time of application within the selection preference categories and within the pool of standard applicants to determine the order of selection from the waiting list.

Waiting lists for each site and bedroom size are opened and closed individually in response to the number of applicants on the lists and the anticipated availability of apartments for re-leasing, in accordance with the following procedures:

a) Opening the Waiting List(s) [24 CFR 960.206]

The CHA's Executive Director or his/her designee has the discretion of determining when to open a waiting list. Prior to opening a waiting list, the CHA must ensure that all of the applicants on the list, including applicants with standard preference and those who are requesting a Transfer for Good Cause, and who have met the eligibility requirements for the Program, have had an opportunity to be housed. The CHA will provide public notice at the time of opening a waiting list to ensure that families are aware that they may apply for public housing. The CHA will publish the notice on the CHA website, and to local organizations that service low and moderate income families. The CHA will also provide written notice in the lobby of the Central Office and all site management offices.

The notice shall clearly indicate where and when to apply, and will set forth any limitations on who may apply.

As an alternative, the CHA may elect to use a lottery system at the time of opening the wait lists.

The Executive Director or his designee is responsible for the determination of whether and when a lottery system will be used. In the event that the CHA elects to adopt and use a lottery system for the selection of applicants, the date and time of application will not apply.

In the event that the CHA elects to use a lottery system, this intention will be declared and publicized in the CHA's advertisement of the opening of the waiting list(s). The CHA will draw applications from the lottery pool in a public forum. The CHA may maintain the pool of applicants from the lottery for a stated period of time and draw applications from the lottery pool, in a public forum throughout that period of time as necessary.

b) Closing the Waiting List(s)

The CHA's Executive Director or his/her designee has the discretion of when to close a waiting list.

If the CHA's Executive Director or his/her designee determines that the existing waiting list contains an adequate pool of applicants based on available housing opportunities and projected turnover, the CHA may stop accepting new applications or may accept only applications meeting identifying criteria, such as those meeting certain special needs preference criteria described in section 3.3.2.

### **3.2.2 Updating and Reclassification of the Waiting List(s)**

The CHA will update and reclassify all applications on file on its waiting lists on an annual basis to ensure that the pool of applicants on the waiting lists reasonably represents families who are still interested in applying for housing.

The CHA will contact applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The CHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference status, if any, is accurately reflected.. The CHA will request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond will result in the removal of the family from the waiting list. *In the event that the applicant does not respond within the timeframe, the family shall be removed from the waiting list.*

The CHA will grant a reasonable accommodation for an applicant with a disability who is removed from the list for failure to respond to the CHA's request for information or update due to the disability if the applicant requests such accommodation in writing and the CHA determines that the requested accommodation is reasonable. Under these circumstances, the CHA shall reinstate the applicant to his/her former position.

An applicant may at any time withdraw his/her application.

## **3.3 Processing Applications for Admission**

### **3.3.1 Processing**

It is the CHA's policy to accept and process applications in accordance with applicable CHA policies and federal regulations.

Applications will not be accepted unless they are complete, legible and authenticated by the Head of Household.

### **3.3.2 Applicant Placement On Waiting Lists**

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 lists based upon the date and time of application and any eligibility for an ordered selection preference as set forth below (shown in order of highest preference to lowest preference):

**a) Category 1: Administrative Transfers**

This selection preference is available when the CHA staff initiates a transfer based on compelling circumstances that warrant a transfer (see Chapter 10, section 10.5(a)).

**b) Category 2: Units with Physical Features that Provide Accommodation for Applicant Household Members' Handicap/Disability**

This selection preference is available when a member of the household provides documentation that he/she requires a unit that is handicapped/wheelchair accessible (or otherwise accessible), or a unit that is specially designed with audio/visual equipment to meet the requirements of hearing/visual impairments (the preference will only apply to units having the required features).

**c) Category 3: Witness Protection**

This selection preference is available when a local, state, and/or federal law enforcement organization requests that the CHA house a witness or other person involved in an investigation or pending criminal action. The law enforcement organization must provide compelling written justification for the request. The request shall be reviewed and approved by the Executive Director and the applicant will be subject to standard screening procedures.

**d) Category 4: Natural Disaster**

This selection preference is for a family affected by a federal, state and/or local declared natural disaster.

**e) Category 5: Displaced**

Individuals or families displaced by:

- i. government action (i.e. required to move by any level of government: federal, state or local);

- ii. CHA-mandated displacement due to renovation or rehabilitation of CHA-owned public or non-public housing;
- iii. refugees as defined by federal law;
- iv. the inaccessibility of a unit including fire/flood or other casualty to the unit;
- v. HUD disposition of a HUD multi-family project;
- vi. domestic violence; or
- vii. applicants referred by an organization that is a member in good standing of the CHA's Housing First Program.

f) Category 6: Working

The head-of-household, spouse or sole member of the family must have worked for wages, commissions, or other consideration of value consistently for one year prior to submission of the application and at the time of unit offer. It must be apparent that the employment is of a continuous, as opposed to a temporary nature and the applicant must anticipate such continuous employment after the date of placement. Seasonal full-time employment such as that of school support personnel shall be eligible for this preference if the break in continuous employment is a result of the normal seasonality for the position.

Note: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

g) Standard Applicant

All other applicants, not meeting any preference listed above.

### **3.3.3 Selection From The Waiting List(s)**

The CHA shall select applicants from the waiting list(s) in the order of placement on the list as determined by the date and time of the application and eligibility for the preference, subject to the following provisions.

a) **Designated Developments**

The CHA has designated Boynton Terrace, Gateway Towers, Mary Walker Towers and Dogwood Manor (designation pending) as elder-only in accordance with HUD regulations. The CHA will offer available units first to elder families (62 years of age or older). If there are no elder families on the site- based waiting list, the CHA will next offer available units to near elder families (50 through 61 years of age, or 55 years of age as proposed for Dogwood Manor).

b) **Handicapped-Accessible Units [24 CFR 960.407(b)]**

Pursuant to Preference Category 2 described above, a handicapped-accessible unit 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.

c) De-concentration and Income Mixing Provisions

In accordance with the congressional mandate in the "Quality Housing and Work Responsibility Act of 1998", the CHA has adopted the federally required policies to provide for de-concentration of poverty and to encourage income mixing in all family developments. Although the CHA will affirmatively market its housing programs to all eligible income groups, the CHA will take appropriate actions to de-concentrate poverty and encourage income mixing in developments by offering units in developments with higher average income levels to families with lower incomes, and by offering units in developments with lower average income levels to families with higher incomes.

To this end, the site-based management office may skip over families on the waiting list to reach other families with lower/higher incomes in order to comply with de-concentration requirements.

In conjunction with the submission of the Annual Plan, the CHA will analyze the income levels of families residing in each development. Based on this analysis, the CHA will determine necessary marketing strategies to comply with de-concentration requirements.

The CHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

d) Income Targeting to Extremely Low Income Families

At least 40% of the families admitted to the Program during the fiscal year shall be extremely low-income families. This is called the "basic targeting requirement". Admission of extremely low income families to the CHA's Housing Choice Voucher Program

during the same fiscal year may be credited against the basic targeting requirement. [24 CFR 960.202(b)]

### **3.3.4 Unit Size**

Applicant households qualify for apartment units with of a particular bedroom size based on their size and household composition. Applicant households may select waiting lists with bedroom sizes between the minimum and maximum bedroom sizes for which they qualify.

a) CHA will give effect to the following rules regarding who will and who will not qualify as a household member for bedroom sizing purposes:

- i. An unborn child of an applicant household is counted as an additional household member;
- ii. A person temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location is counted as an additional household member. Upon receipt of notice from the Department of Social Services that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be counted as household members for purposes of bedroom sizing;
- iii. Persons who will be absent most of the time will not be counted as a member of the household, such as a member of the military on long-term deployment or a child who is away at school but lives with the family during school recesses, or a child of whom the family has custody less than 50% of the time;
- iv. A child who is temporarily away from the home because of placement in foster care is counted as a household member for bedroom sizing purposes;
- v. A foster child who is anticipated to be in the home for 12 or more months is counted as a household member for bedroom sizing purposes;
- vi. A full-time live-in personal care attendant is counted as a household member for bedroom sizing purposes (maximum of one such aid counted per household).
- vii. Note: the rules in this subsection pertain to bedroom sizing only; they are not to be used to determine household composition for the purpose of measuring household income.

b) Based on the household composition, the smallest number of bedrooms for which the household will be qualified will be



calculated at one bedroom for each two household members, as indicated in the following chart:

Number of Household Members	Minimum Number of Bedrooms
1	1
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5
10	5

- c) Based on the household composition, the largest number of bedrooms for which the household will be qualified will be calculated at one bedroom per household member, except that:
- i. Children below age 5 are required to share a bedroom; and
  - ii. Persons less than age 18 and of the same sex are required to share a bedroom.

### **3.3.5 Exceptions to Guidelines**

The CHA may grant an exception to subsidy standards in determining the appropriate unit size for a particular family, if the CHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The CHA may provide a family with a unit that is larger than suggested by the guidelines, with the condition that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available. If such a move becomes necessary, the cost of the move shall be the responsibility of the family. The CHA will require that the family sign a document reflecting its understanding of this exception and of the family's responsibilities. These provisions are outlined in the CHA Dwelling Lease.

### **3.3.6 Unit Offer**

When an applicant approaches the top of the waiting list, the CHA shall make a final determination of the applicant's eligibility and suitability. After a verified determination of eligibility and suitability is made, and the applicant's name is at the top of the waiting list(s), or is otherwise the next candidate for a unit offer, the CHA shall make one (1) unit offer of a suitable unit to the applicant household. A "suitable" unit is one that is appropriate in size and type for the applicant. If the applicant cannot be contacted, and/or does not timely respond to requests for information or action, the applicant will be removed from the waitlist.

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.

### **3.3.7 Unit Acceptance and Rejection**

Upon an applicant's acceptance of a unit at one of the CHA's developments, the applicant's name will be removed from all other CHA public housing waiting lists, with the exception of developments in the Upward Mobility Program. (See Chapter 17)

Upon execution of a lease, the CHA will not allow a resident to transfer to another unit unless it is an Administrative Transfer initiated by the CHA.

If an applicant rejects a unit offer at a CHA development, the applicant may not file an application at that development for twelve (12) months from the date of the unit offer rejection.

Separate rules apply to unit acceptance/rejection for unit transfer offers; see section 10.6.

### **3.4 Communications**

#### **3.4.1 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.

#### **3.4.2 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 regulations and sound management practices to determine whether an applicant is both eligible and suitable for public housing. To qualify for admission and continued occupancy, an applicant must satisfy five separate requirements, demonstrating that the head of household: (i) is eighteen years or older at the time of the initial application and qualifies as a family, (ii) has an income within the appropriate income limits, (iii) meets citizenship/eligible immigration criteria, (iv) provides documentation of Social Security numbers, a certificate of live birth for each household member, and (v) meets the suitability selection criteria.

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

Applicants are required to respond to the CHA within the specified time frames to any request to review their application and/or submit or update information and/or execute any necessary documents. 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, Housing Choice Voucher Program, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for public housing admission for a period of five (5) years from the date of the final denial.

#### **4.1.4 Applicant Interviews**

The CHA shall conduct interviews with applicants for the Programs 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 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 public housing, an applicant must meet the following standards:

### **4.2.1 Family Eligibility**

At a minimum the applicant must be a family as defined by HUD regulation [24 CFR 5.403] and must be income eligible, i.e. a low income family.

### **4.2.2 Income Eligibility**

To be eligible for admission, an applicant must be a low-income Family at the time of admission, i.e. family income does not exceed 80% of the HUD-established area median income (AMI) for Chattanooga. For Dogwood Manor, income tiers of 50% and 65% will be enforced until old grant restrictions expire after 7/31/16. For sites assisted with Low-Income Housing Tax Credits, income tiers of 50% and 60% of AMI, or otherwise as required under tax credit rules, will be enforced (see Chapter 17 of this ACOP). Annual income, not adjusted income, is used to determine whether an applicant is eligible. Generally, the applicant is eligible for admission into any unit in the CHA's developments subject to CHA initiatives regarding de-concentration strategies.

The income eligibility criteria apply only at admission and are not applicable for a tenant family's continued occupancy. Income eligibility restrictions do not apply to families transferring within the CHA's Program. However, a family may not be admitted to the CHA's Program from the Housing Choice Voucher Program or from a public housing program operated by another housing authority without meeting the income requirements.

#### **4.2.3 Citizen/Non-citizen Eligibility [24 CFR 5.506]**

To be eligible for admission, each member of the family must be a United States citizen, national or a non-citizen that has eligible immigration status in one of the following categories:

a) Permanent Resident

Lawfully admitted for permanent residence as an immigrant, including special agricultural workers;

b) Attorney General Designation

Entered the United States before January 1, 1972 and has maintained continuous residence thereafter, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States:

c) Asylum/Refugee

Lawfully present in the United States pursuant to the granting of asylum (refugee status);

d) Emergent/Public Interest

Lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (parole status);

e) Deportation Withholding

Lawfully present in the United States as a result of the Attorney General of the United States withholding of deportation (threat of life or freedom); and/or

f) Amnesty

Lawfully admitted for temporary or permanent residence (amnesty granted under Immigration and Naturalization Action Section 245A).

A family shall not be eligible for assistance unless every member of the family who will reside in the unit is determined to have eligible status, unless the family is a mixed family under appropriate HUD regulations [24 CFR 5.506, 5.516, 5.518] or certain family members are eligible for temporary deferral of termination of assistance or HUD determines that benefits should otherwise continue or be granted.

**4.2.4 Social Security Eligibility**

To be eligible, all family members must provide a Social Security number. Generally, no family member may be added to the lease prior to the verification of his or her Social Security number. However, new family members or applicant family members, under the age of 6 who have not been assigned a Social Security Number, may be added to the family or admitted as participants immediately, providing that they provide proper verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

**4.2.5 Execution of Consent Forms [24 CFR 5.230]**

To be eligible, each member of the family who is at least 18 years of age shall sign one or more consent forms. The consent form(s) must contain, at a minimum, the following:

a) SWICA Authorization

A provision authorizing the CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy. For residents, a provision authorizing the CHA to obtain information or material through the Enterprise Income Verification ("EIV") system to determine continued eligibility;

b) Employer Authorization

A provision authorizing HUD or CHA to verify with previous or current employers income and job related information pertinent to the family's eligibility for or level of assistance;

c) IRS and SSA Authorization

A provision authorizing HUD or CHA to request income information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

d) Credit Report / Previous Landlord Authorization

A provision authorizing CHA to secure credit reports and a previous landlord history report;

e) Substance Abuse Treatment Records Authorization

A provision which will authorize the release of certain medical and treatment history for persons who have enrolled in an alcohol or substance or drug abuse facility and are stating to the CHA that they have been rehabilitated from the alcohol and substance or drug abuse;

f) Criminal History Authorization

A provision that authorizes the CHA to conduct a criminal background investigation of the applicant and each member of the applicant's family who is at least 16 years old; and

g) Expiration Statement

A statement that the authorization(s) to release the information requested by the consent form expires 15 months after the date the consent form is signed. This provision will not apply to the Criminal History Authorization.

#### **4.3 Applicant Suitability [24 CFR 960.203]**

##### **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 would 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**

It is the policy of the CHA that each applicant household for the Program shall be screened for criminal activity. The CHA has discretion to deny admission to an applicant:

- a) Who was evicted from Public 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);
- j) Who has any history of homicide or attempted homicide in any degree (**Note:** lifetime ban);
- k) 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);
- l) Who has any charge relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- m) 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;

- n) Who has committed any other criminal act determined to be detrimental to the safety and well-being of the CHA public housing community;
- o) 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 LGBT-based violence; [24 CFR Parts 5, 91, 880, as amended by the Violence Against Women Reauthorization Act of 2013].
- p) 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 five (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.

#### **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, 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 Eviction from Public Housing**

Any applicant who has been evicted from, or whose tenancy was otherwise terminated with monies owing to, any HUD-subsidized housing cannot be placed on any waiting list for a period of 5 years from the date of the eviction or lease termination, and until all monies due have been paid.

#### **4.3.5 Violent Behavior**

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

#### **4.3.6 Financial History**

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

#### **4.3.7 Serious Disturbances**

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

#### **4.3.8 Housekeeping**

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

#### **4.3.9 Credit History**

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

#### **4.3.10 Landlord Contact**

Poor past performance in meeting rental obligations, as informed by contact with the current landlord and, if applicable, at least one prior landlord.

#### **4.3.11 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.

#### **4.3.12 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.

#### **4.3.13 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 Housing Choice Voucher Program.

#### **4.3.14 Other Behavior**

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

#### **4.4 Public/Private Partnerships and Low Income Housing Tax Credit (LIHTC) Units**

For public housing Units owned in partnership between CHA and private developers that are mixed-financed and include a LIHTC financing layer regulated by Section 42 of the Internal Revenue Code, additional applicant suitability criteria shall apply as follows:

- a) Applicant must not have any outstanding debt owed to CHA;
- b) Applicant must not have any outstanding landlord/rental debt;
- c) Applicant must not have any outstanding utility debt (not including telephone or cable television services);
- d) Applicant must not have more than three (3) late housing rental payments in the preceding twenty-four (24) months;

- e) Credit history and public records for a minimum of the preceding seven (7) years shall be reviewed as follows:
  - (i) Applicants must not have more than three (3) accounts that have been sixty (60) days or more past due in the preceding twenty-four (24) months;
  - (ii) Applicants must not have more than three (3) collection accounts totaling more than \$750 in the preceding thirty-six (36) months;
  - (iii) Applicants must not have been evicted from rental housing within the preceding five (5) years;
  - (iv) The absence of established credit history shall not be grounds for denial of an application;
- f) Landlord verifications will be collected for all applicants as applicable. Applicants must have no reported lease violations for the preceding twenty-four (24) months;
- g) Applicant's total household income must not exceed LIHTC income limits for applicable unit set aside, unit size and family size;
- h) Applicants must have no unresolved felony charges and no felony convictions in the preceding seven (7) years; and
- i) Applicant must have no unresolved misdemeanor charges and no misdemeanor convictions in the preceding three (3) years.

In all cases where HUD regulations and Section 42 LIHTC regulations overlap or conflict, the more restrictive regulations, guidelines or requirements shall be followed.

#### **4.5 Consideration of Mitigating Circumstances**

The CHA shall have the right (but is not obligated to do so) to impose, as a condition of admission to or continued assistance in the Program 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 to do so) 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.

#### **4.6 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 CHA shall notify the applicant of the approximate time when a unit will be offered to the family. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the placement of a family in a CHA community. 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 the CHA has made a determination that an applicant is ineligible and/or unsuitable for the Program, the CHA shall provide prompt written notice of a decision denying assistance to an applicant. 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). The notice will also state that the applicant may request an informal hearing in writing within fourteen (14) days of the date of the notice. The CHA shall provide the applicant with the opportunity within a reasonable time period, to request an informal hearing on the determination. If the applicant fails to request a hearing within the prescribed time period, the CHA will remove the applicant's name from the waiting list(s).

#### **4.7 Review of Denial of Eligibility, Suitability, and Preference Status**

Upon request, the CHA will provide an informal hearing to applicants who are determined to be ineligible and/or unsuitable in accordance with 24 CFR 960.208. For non-CHA managed public housing units, all duties of this Section 4.9 shall be administered and executed by the applicable contracted property management agent in place of CHA.

Requests for informal hearings must be delivered in person or by regular first class mail to the CHA or property management agent within 14 days of the date of denial. Failure to request an informal hearing will result in removal from the waiting list(s).

The Executive Director or his/her designee shall conduct the informal hearing. The applicant will be afforded the opportunity to present written or oral objections to the CHA's decision, present evidence, and question all witnesses. The CHA shall respond in writing with a decision, including the reasons for the final decision within fifteen (15) working days after the hearing or within other such reasonable period of time.

With regard to informal hearings:

- a) the participant must be given the opportunity before the CHA's hearing to examine any CHA documents that are directly relevant to the hearing and be allowed to photocopy any such documents at the applicant's expense;
- b) CHA must be given the opportunity to examine before the hearing any applicant's documents that are directly relevant to the hearing and be allowed to copy any such documents at CHA expense.
- c) the applicant may be represented by a lawyer, or other representative, at his/her own expense.
- d) the hearing officer must not have made or approved the decision under review nor be a subordinate of that person.





## **CHAPTER 5: VERIFICATION**

### **5.1 General [24 CFR 960.259]**

The CHA 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. In those instances when preferred forms of verification are not available, the CHA shall document the reasons for the failure to secure them.

At the time of determining final eligibility and suitability, the CHA shall require an applicant to provide the CHA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or otherwise necessary for the CHA's determination. If the CHA has verified any information when making a preliminary determination of eligibility for the applicant, the CHA shall re-verify such information on its final determination of eligibility and suitability. Non-receipt of requested documentation, without good cause established by applicant, shall be cause for determining the applicant ineligible.

Information regarding eligibility or suitability may be obtained by the CHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file including the date of its receipt, the identity of the source, and the person receiving the information. The verification methods described in this chapter shall apply to the application verification process as well as to the annual reexamination process.

### **5.2 Income and Asset Verification**

The applicant/resident shall provide and authorize reasonable verification of information regarding income, exclusions from income and deductions (whether at initial determination or at any re-determination) in order to ensure reliability of the information.

The CHA shall require EIV and Third-Party Verifications by a third-party source of all items of income (except fully-excluded income), exclusions, or deductions. Upon request, the applicant/resident shall assist the CHA in obtaining reasonable third-party verification if CHA is unable to obtain the verification from a third-party source.

During a family's income re-certification process, CHA may elect to accept a family's declaration that family assets are less than \$5,000 in lieu of third-party verification (note: asset verification by family declaration is only applicable to re-certification; asset verifications on applicants being admitted and on new household members must be done in full).

The declaration of assets must show each asset and the amount of income expected from that asset. All family members age 18 and older must sign the declaration.

Full third party asset verification must be performed for each resident at least once every three years (i.e. after utilizing the streamlined process for two years for a particular resident, full verification must be performed on the third year.

### **5.3 Eligible Immigration Status Verification [24 CFR 5.508]**

The CHA shall determine the citizenship/eligible non-citizen status of each family member regardless of age.

Prior to being admitted, or at the first reexamination, each citizen and national will be required to sign a declaration of eligible immigration status under penalty of perjury and show proof of his/her status by such means as a birth certificate, social security card, passport, immigration papers, military ID, or military DD 214 Form.

All eligible non-citizens who are 62 years of age or older, prior to being admitted or at the first reexamination, will be required to provide proof of age and sign a declaration of eligible immigration status, under penalty of perjury.

All eligible non-citizens under 62 years of age, prior to being admitted or at the first reexamination, must sign a declaration of eligible immigration status and a verification consent form and provide original Immigration and Naturalization Status (INS) documentation. The CHA will copy the individual's INS documentation and place the copy in the file. The CHA will also verify the individual's status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the CHA will mail information to the INS in order to obtain INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Any family member who does not choose to declare his/her status must be listed on the statement of non-eligible members.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

A family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the CHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of the individual's status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

#### **5.4 Social Security Numbers Verification [24 CFR 5.216]**

Prior to admission, each family member must have a Social Security number and provide verification of his/her current Social Security number.

New family members must provide this verification prior to being added to the lease. New family members or applicant family members, under the age of 6 who have not been assigned a Social Security number, may be added to the family or admitted as participants immediately, providing that they provide proper verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the CHA will accept documentation from the Social Security Administration that establishes and states the number. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual, will also be acceptable, as will driver's licenses, military IDs, passports, or other official documents that establish and state the number.

If a member of a resident family indicates that he/she has a Social Security number, but cannot readily verify it, the CHA shall request the individual to certify to this fact and provide the applicant/resident up to thirty (30) days to produce the verification. If the individual is at least 62 years of age, the CHA will provide up to sixty (60) days to produce the verification.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission to the program.

## **5.5 Suitability Verification**

### **5.5.1 Landlord References**

The CHA may require an applicant to provide the names and current addresses of all landlords (or housing providers) for the applicant and household members during the period two (2) years prior to application through the date of the final determination.

If, after request the CHA has failed to receive a reference from a landlord (or housing provider), it shall notify applicant of non-receipt; and the CHA shall request that applicant use his or her best efforts to cause the landlord (or housing provider) to submit the reference to the CHA. In the event the applicant uses his or her best efforts but is unsuccessful, the applicant shall cooperate with the CHA in securing information from other sources about the tenancy. Non-receipt of a reference from a landlord (or housing provider) shall be cause for determining an applicant unsuitable unless the applicant can show that he or she has used best efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

### **5.5.2 Criminal Background Check**

In determining an applicant's suitability, the CHA's Public Safety Department shall check local criminal databases and the Tennessee Bureau of Investigation's Sex Offender Registry. The Public Safety Department may also check the FBI's National Crime Information Center ("NCIC") of all adult household members aged 16 years and older. The CHA may also consider information relating to criminal history that is in the application.

In its application, the CHA shall notify all applicants that criminal background checks will be performed on household members aged 16 and older. As part of the application, the applicant shall sign an acknowledgement of his/her understanding of the CHA's Criminal Background Check Policy.

The Public Safety Department shall request criminal background information via secure internet connections.

The dissemination of any information related to criminal histories to anyone other than persons authorized to review the information by the Executive Director is expressly prohibited.

Background checks must be dated within **90 days** of certification or reexamination.

### **5.5.3 Other Information**

The CHA shall conduct a credit check on the head of household only at tax credit properties. The CHA may rely on other information in making a determination of an applicant's suitability.

## **5.6 Acceptable Methods Of Verification**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified by documentation provided by the family, such as photocopies of Social Security cards, birth certificates, photo IDs. In regards to citizenship, a family's self-certification will be accepted. If applicable, CHA will verify eligible immigration status through the INS SAVE system. All other verifications will be verified by a third party source and/or online verification methods.

CHA will first attempt to receive from the applicant/resident original or authentic documents generated by a third party source computerized system and/or database. For current residents, this information must be dated 60 days preceding their reexamination date. For new applicants, this must be dated no more than 60 days prior to admission. These documents include paystubs, payroll summary reports, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

If the applicant/resident is unable to supply CHA with the requested documents, then CHA will send a form directly to the third-party source, along with a release form signed by the applicant/resident, which will then be returned to CHA by the third-party. If the form is not returned to CHA by the third-party source, then CHA will attempt to contact the third-party via phone or in person in order to obtain the verification. Oral third party documentation will include the same information as if the documentation were non-oral, including the date and time the request was made, along with the name of the person contacted and telephone number. This type of verification includes written documents sent directly to and received directly from a source, and which are not passed through the hands of the family.

As a last resort, when neither third party verification nor hand-carried verification can be obtained, the CHA will accept a notarized statement signed by the applicant/resident. Such notarized documents will be maintained in the file. In those instances when third party verifications are not available, the CHA shall document the reason for failure to secure third party verification.

Verification forms and reports received will be contained in the applicant/tenant file.

### 5.6.1 Types of Verifications

The list below outlines some common examples of verification information that may be sought:

- **Social Security Number** – Social Security Card or Printout from SS Administration
- **Citizenship** – Signed Certification Form, Voter's Registration Card, Birth Certificate
- **Eligible Immigration Status** – INS SAVE Confirmation #, INS CARD
- **Disability** – Letter from Physician, Letter from SS Administration
- **Full-Time Student Status (18yrs of age and older)** – Letter from School of Enrollment
- **Need for Live-In Aide** – Letter from Physician
- **Child Care Costs** – Letter from Child Care Provider, Receipts of Payment to Child Care Provider
- **Disability Assistance Expenses** - Letter from Supplier or Care Giver, Records of Payments
- **Medical Expenses** – Prescription Records from Pharmacies, Receipts of Payments made to Medical Provider
- **Savings, Checking, Direct Deposit Accounts** – Bank Statements
- **CD's, Bonds** – Letter from Institution, copy of CD or Bond
- **Stocks** – Letter from Broker or Company, Current Account Statement
- **Real estate Property** – Letter from Tax Office, Assessment, Property Tax Statement
- **Personal Property** – Assessment, BlueBook, Receipt of Purchase
- **Life Insurance** – Letter from Insurance Company, Copy of Policies and Cash Value Tables
- **Assets Disposed of for Less Than Fair Market Value** – Original Receipt and Receipt at Disposition

- **Employment** – Letter from Employer, 6 Week's Worth of Current Consecutive Paystubs (for tax credit properties, THDA requires 4 consecutive paystubs)
- **Self-Employment** – Tax Return from Previous Year, Record Books
- **Family Contributions (Gifts)** – Letter from Source, Bank Deposits
- **Alimony/Child Support** – Court Order, Letter from Source, Record of Deposits, Letter from Human Services, Divorce Decree
- **Periodic Payments (Social Security/SSI/Welfare/Pension/Workers Compensation/Unemployment)** – Letter or Electronic Printout from the Source, Award Letter
- **Training Program** – Letter from Program Provider Indicating Whether it is a HUD/Federal/State/Local Government Program, Evidence of Enrollment or Completion

#### 5.6.2 Timing of Verification

Reexamination and Applicant Certification Declarations must be dated no more than **120 days** of effective date of the reexamination or applicant certification. If the declarations are older than this, then CHA will contact the resident/applicant to obtain an updated Declaration.

When an interim reexamination is conducted, the verifications must be dated within **60 days** of reexamination. The CHA will review and confirm any changes related to the interim reexamination.

Criminal background checks will also be conducted annually for all annual reexaminations and on interims only where a new family member (16 years or older) is being added to the household. The background checks must be dated within **90 days** of reexamination.





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

### **6.1 Computation of Net Household Income**

In order to determine net household income, the CHA shall first determine gross household income. Gross household income includes the income of all family members, excluding the types and sources of income that are specifically excluded. The deductions set out below are deducted from gross household income so computed, and the result is net household income. The Total Resident Payment is determined from the net household income.

### **6.2 Annual Income [24 CFR 5.609]**

#### **6.2.1 General**

Annual income means all amounts, monetary or not, that:

- a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c) Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the CHA believes that past income is the best available indicator of expected future income, the CHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

#### **6.2.2 Annual Income Determination**

Annual income includes, but is not limited to:

- a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services [24 CFR 5.609(b)(1)];
- b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a

business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family [24 CFR 5.609(b)(2)];

- c) The interest, dividends and other net income of any kind from real or personal property and/or expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD [24 CFR 5.609(b)(4)];
- d) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (however, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded [24 CFR 5.609(b)(4)];
- e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (however, lump sum additions such as insurance payments from worker's compensation are excluded [24 CFR 5.609(b)(5) & (6)];
- f) Welfare assistance: If the welfare assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter utilities; plus the maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a

- g) percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- h) Imputed welfare income: this is income from welfare benefits that have been reduced because of welfare fraud or because of non-compliance with economic self-sufficiency requirements. Although the family in fact has reduced income, the CHA will impute the welfare income to the family in an amount equal to the reduction in benefits.
- i) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the CHA by the welfare agency) plus the total amount of other annual income [24 CFR 5.615];
- j) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- k) All regular pay, special pay and allowances of a member of the Armed Forces, except for hostile fire pay.

### **6.3 Exclusions from Annual Income**

Annual income does not include the following:

- a) Income from employment of children (including foster children) under the age of 18 years [24 CFR 5.609(c)(1)];
- b) Payments received from the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone)[24 CFR 5.609(c)(2)];
- c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses [24 CFR 5.609(c)(3)];
- d) Amounts received by the families that are specifically for, or in reimbursement of, the cost of medical expenses for any family member [24 CFR 5.609(c)(4)];
- e) Income of a live-in aide [24 CFR 5.609(c)(5)];
- f) The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)];

g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)];

h) The amounts received from the following programs [24 CFR 5.609(c)(8)]:

- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that is disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- 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.) and that are made solely to allow participation in a specific program; [24 CFR 5.609(c)(8)(iii)]
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the CHA on a part-time basis that enhances the quality of life in the development as determined by the CHA. Residents enrolled in job training programs administered by the CHA are paid a stipend for hours spent in training. The training program and stipend cannot exceed 18 months. No resident may receive more than one such stipend during the same period of time.

Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of CHA's governing board [24 CFR 5.609(c)(8)(iv)];

- Incremental earnings and benefits resulting to any family member from participation in qualifying state and local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program [24 CFR 5.609(c)(8)(v)];

- i) Temporary, nonrecurring or sporadic income (including gifts) [24 CFR 5.609(c)(9)];
- j) Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)];
- k) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) [24 CFR 5.609(c)(11)];
- l) Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)];
- m) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts [24 CFR 5.609(c)(14)];
- n) Amounts received by the family in the form of refunds or rebates under state and local law for property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)];
- o) 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 [24 CFR 5.609(c)(16)];
- p) Amounts specifically excluded by any other federal statutes 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. This list incorporates all exclusions as of the latest publication by HUD in the Federal Register, May 20, 2014 at Volume 79, page 28938.
  - i. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 201(h)];
  - ii. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044(g)]. Examples of programs include but are not limited to: Retired Senior Volunteer Program, Foster Grandparent Program, Senior Companion Program, and the Older American Committee Service Program;
  - iii. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)];
  - iv. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)];

- v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624(f)];
- vi. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians [Pub. L. 94-540, Section 6];
- vii. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands [25 USC 1407-1408] (this exclusion does not include proceeds of gaming operations regulated by the Commission);
- viii. 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: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- ix. Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056(f)]. Examples include the Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;
- x. 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;
- xi. Payments received under the Maine Indian Claims Settlement Act of 1980;
- xii. 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;
- xiii. Earned income tax credit refund payments received on or after January 1, 1991;
- xiv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- xv. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- xvi. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida [38 U.S.C. 1802-05], children of women Vietnam veterans born with certain

- birth defects [38 U.S.C. 1811-16], and children of certain Korean service veterans born with spina bifida [38 U.S.C. 1821];
- xvii. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act [42 U.S.C. 10602(c)];
- xviii. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 [29 U.S.C. 2931(a)(2)];
- xix. Any amount received under the Richard B. Russell School Lunch Act [42 U.S.C. 1760(e)] and the Child Nutrition Act of 1966 [42 U.S.C. 1780(b)], including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- xx. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 [25 U.S.C. 1774f(b)];
- xxi. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts [42 U.S.C. Sec. 1437a(b)(4)];
- xxii. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 [Pub. L. 111-269; 25 U.S.C. 4103(9)] to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) [25 U.S.C. 4101 et seq.] and administered by the Office of Native American Programs;
- xxiii. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 [Oct. 5, 2011 D.D.C.], for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 [Pub. L. 111-291];
- xxiv. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 [Pub. L. 107-110, 42 U.S.C. 604(h)(4)];
- xxv. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" [25 U.S.C. 117b(a)]; and
- xxvi. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and



xxvii. Emergency Assistance Act [Pub. L. 93-288, as amended] and comparable disaster assistance provided by States, local governments, and disaster assistance organizations [42 U.S.C. 5155(d)].

q) For a qualified resident, increases in income due to earnings are completely excluded in calculating rent for 12 months, after which, half the increased earnings are excluded for the following 12 months ("Earned Income Disregard" or "EID"). The exclusion period ends 24 months after it begins, regardless of any periods of employment or unemployment within the 24 months (NOTE: residents with earned income disregard starting dates prior to June 1, 2016 shall have their eligibility period measured according to prior EID regulations, which included a 48-month overall maximum eligibility period and tolling of the 24-month benefit period for any months of unemployment). This earned income disallowance is available only to households under lease and to the following three categories of individuals:

- A person whose annual income increases because of employment after having been unemployed for at least 12 months;
- A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency program or other job training program; or
- A person whose annual income increases because of new or increased earnings, during or within six months after receiving assistance, benefits or services from a program funded by any state program for TANF. The assistance is not limited to income maintenance, but also includes benefits and services such as child care and transportation subsidies and one-time payments, wage subsidies and other amounts and services as long as the value of such benefits or services over a six month period is at least \$500. [24 CFR 960.255]

#### **6.4 Deductions from Annual Income [24 CFR 5.611]**

The CHA shall deduct the following amounts from family income.

- a) \$480 for each household member who is under 18 years of age, or is over 18 and has a disability or is a full-time student in a college or vocational program, but is not the family head or spouse;
- b) \$400 per family when the head or spouse is at least 62 years of age or disabled. Note: Only \$400 is an allowable deduction, even if both the head and the spouse are elderly or disabled.

- c) The sum of the following, to the extent the sum exceeds 3 percent of annual income:
- Un-reimbursed medical expenses of any elderly family or disabled family; and
  - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- d) Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

#### **6.5 Receipt of a Letter or Notice from HUD Concerning Income**

If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the resident shall take the letter to the CHA staff member responsible for income verification within ten (10) days of receipt by the resident.

The CHA shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, the CHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the CHA shall do one of the following:

- a) Immediately collect the back rent due to the CHA;
- b) Establish a repayment plan for the resident to pay the sum due to the CHA;
- c) Terminate the lease and evict for failure to report income; or

- d) Terminate the lease, evict for failure to report income, and collect the back rent due to the CHA.

## **6.6 Cooperating With Welfare Agencies**

The CHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- a) To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 resident-based assistance program to achieve self-sufficiency; and
- b) To provide written verification to the CHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

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

### **7.1 Family Choice [24 CFR 960.253(a)]**

At admission and each year in preparation for a family's annual reexamination, the CHA shall provide each family with the choice of having rent determined under the income method or having rent set at the flat rent amount.

Seasonal employees, such as school support personnel, will have a choice of income being calculated based upon the actual time worked within the calendar year or on an annual basis.

Families have only one choice of rent selection per year except for financial hardship cases. In order for families to make informed choices about rent options, the CHA will provide the following information:

- a) The CHA's policies on switching types of rent in case of a financial hardship; and
- b) The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the CHA will provide the amount of income-based rent for the subsequent year only if the family specifically requests it and submits updated income information or if the CHA is conducting an annual reexamination on the three-year cycle.

### **7.2 Flat Rent [24 CFR 960.253(b)]**

The flat rent is based on the market rent charged for comparable units in the private unassisted rental market in Chattanooga. It is equal to the estimated rent for which the CHA could promptly lease a unit after preparation for occupancy. Flat rents are offered to residents to promote mixed incomes in developments and encourage self-sufficiency.

The CHA has set a flat rent for each public housing unit according to the methodology outlined in 24 CFR 960.253.

Families who opt for the flat rent will be required to undergo an income reexamination process every three years, rather than an annual review. However, families who choose flat rent will be required to sign required HUD forms and report any changes in family composition on an annual basis.

Families who opt for the flat rent may request to have a reexamination / interim and return to the income based method at any time for any of the following

reasons: the family's income has decreased; the family's financial circumstances have changed such as increased expenses for child care or medical care, and other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

The CHA will post the flat rents at each of the developments and at the CHA's main office. The Board incorporates flat rents in this policy upon approval.

In setting its flat rents, CHA takes into consideration the fact that private market renters typically pay utilities such as electric, gas, water and sewer, in addition to their rent payment. Therefore:

- a) For CHA sites that have utility allowances, the utility allowances (and any payments required as a result of exceeding those allowances) will apply to families who elect flat rent, in the same way they apply to families electing income-based rent; except that in no case shall a family electing flat rent receive a utility reimbursement or credit from CHA as a result of using fewer units of energy or water than provided by the applicable allowance; and
- b) For CHA sites where there are utility surcharges for the use of CHA-provided equipment (such as air conditioning), the surcharges will apply to families who elect flat rent, in the same way they apply to families electing income-based rent.

### **7.3 The Income Method**

An income-based rent is a resident rent that is based on the family's income. The total resident payment is equal to the highest of:

- a) 10 percent of the family's monthly income; or
- b) 30 percent of the family's adjusted monthly income; or
- c) The minimum rent of \$50.

The amount of the income-based rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date of move in for each affected family.

### **7.4 Minimum Rent [24 CFR 5.630]**

The CHA has established a minimum rent of fifty dollars (\$50.00).

The CHA shall grant an exemption from the payment of the minimum rent if the family is unable to pay the minimum rent due to financial hardship. Financial hardship includes the following situations:

- a) The family or individual has lost eligibility or is waiting for an eligibility determination for a Federal, State, or Local assistance program;
- b) The family or individual would be evicted as a result of the imposition of the minimum rent requirement;
- c) The income of the family or individual has decreased because of a changed circumstance, including loss of employment; and/or
- d) A death in the family has occurred.

If a family requests a hardship exemption, the CHA shall suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the CHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.

The CHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term. The CHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

If the CHA determines that a qualifying financial hardship is temporary, the CHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent. The CHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the CHA, for the amount of back minimum rent owed by the family.

If the CHA determines that a qualifying financial hardship is long-term, the CHA shall exempt the family from the minimum rent requirements so long as the hardship continues. The exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

#### **7.5 Rent for Families With Mixed Immigration Status [24 CFR 5.520]**

A mixed family may receive continued assistance if all of the following conditions are met:

- a) The family was receiving assistance on June 19, 1995;
- b) The family was granted continuation of assistance before November 29, 1996;
- c) The family's head or spouse has eligible immigration status; and

- d) The family does not include any person who does not have eligible immigration status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse.

If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family member involved to other affordable housing.

The CHA shall prorate an eligible family's assistance using the following calculation:

- a) The total tenant payment will be determined in accordance with this Chapter 7. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- b) The total tenant payment will be subtracted from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- c) The family maximum subsidy will be divided by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- d) The member maximum subsidy will be multiplied by the number of family members who have citizenship or eligible immigration status ("eligible family members").
- e) The product of steps a through d above is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the applicable flat rent minus the amount of the eligible subsidy.

## **7.6 Utility Allowance [965.502 et. seq.]**

The CHA shall establish a utility allowance for all check-metered utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be

evaluated at least annually as well as any time utility rate changes by 10 percent or more since the last revision to the allowances.

In addition to the utility allowances, the CHA shall establish surcharges for the months of May through September for residents residing in sites where individual dwelling-unit electric metering is not possible, and where a CHA-provided or resident-provided air conditioning unit is present.

Utility allowance revisions based on rate changes only shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions which modify the amount of allowed primary units of energy or resources shall be subject to a 60-day notice and comment period as provided in 24 CFR 965.502.

Families with high utility costs are encouraged to contact the CHA for an energy analysis. The analysis may identify problems with the dwelling unit that, once corrected, will reduce energy costs. The analysis can also assist the family in identifying ways that they may reduce their costs.

## **7.7 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, State of Tennessee Electronic Benefit Transfer Card (EBT) (where available), or debit card in the amount due (where available). Payments in cash not to exceed \$5.00 will also be accepted at the site office

If the rent is not paid by the fifth (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, Tenant should have a second personal check that is returned for insufficient funds, 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.

For residents who have a primary source of income that is provided by the Federal Government, such as Social Security, SSI, VA or Widow's Pension,



rental payment will be due within five (5) business days after receipt of the benefit. Residents must provide documentation to the site-based Management Office of the anticipated day benefits will be received. If rent and other charges are not paid within the specified five (5) days, the resident will be assessed a late fee.

## **7.8 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 may result in eviction.

## **CHAPTER 8: COMMUNITY SERVICE AND CONTINUED OCCUPANCY**

### **8.1    General**

Community service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. [24 CFR 960.601]

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as described unless exempt from this requirement.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants such as: programs for job training, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeships and any program necessary to ready a participant to work such as substance abuse or mental health treatment.

### **8.2    Exemptions [24 CFR 960.601]**

An exempt individual is an adult who:

- a) Is 62 years or older; or
- b) Is a blind or disabled individual as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1) and who certifies that because of this disability he or she is unable to comply with the community service requirement, or is a primary caretaker for such an individual;
- c) Is engaged in work activities for at least 20 hours per week;
- d) Meets the requirements from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601) or under any other welfare program of the State in which the CHA is located, including a State-administered welfare to work program; or

- e) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act or under any other welfare program of the State in which the CHA is located, including a State administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

### **8.3 Notification of the Requirement**

The CHA shall provide written notification to each adult family member about the community service requirement and related exemptions. The notification will provide the opportunity for the family member to claim and explain an exempt status. The CHA shall verify each claim for exemption.

The notification will also advise family members that the community service obligation will begin upon the effective date of their first annual reexamination. For families paying a flat rent, the obligation begins on the date that the annual reexamination would have been effective had an annual reexamination taken place. The notification will also advise that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **8.4 Community Service Volunteer Opportunities**

The CHA will coordinate with social service agencies, local schools, the CHA's Resident Services Department and others to compile a list of community service volunteer opportunities. However, it is the resident's responsibility to secure opportunities for community service credit. The CHA is responsible for maintaining the record of documented community service compliance for affected residents and for determining the eligibility of the family for continued occupancy.

### **8.5 Assuring Resident Compliance [24 CFR 960.607]**

If qualifying activities are administered by an organization other than the CHA, the family member must provide signed certification to the CHA that the family member has performed the community service activities. Such certification:

- a) may be from the organization for which services were performed; or
- b) may be a self-certification from the family member, which must include:
  - i) A statement that the tenant contributed at least 8 hours per month of community service not including political activities within the community in which the adult resides; or participated in an economic self-sufficiency program for at least 8 hours per month;

- (ii) The name, address, and a contact person at the community service provider; or the name, address, and contact person for the economic self-sufficiency program;
- (iii) The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;
- (iv) A description of the activity completed; and
- (v) A certification that the tenant's statement is true.

The CHA will validate annually a statistically valid sample of self-certifications received under sub-paragraph (b) above, using 3rd-party verification as described in sub-paragraph (a).

If the CHA determines that there is a family member who is required to fulfill the community service requirement, but who has violated this family obligation, the CHA shall notify the resident of this determination.

The CHA's notice shall briefly describe the non-compliance and state that the CHA will not renew the lease at the end of the twelve-month lease term unless the resident and any other non-compliant family member enter into a written agreement with the CHA to cure such non-compliance, and in fact cure the non-compliance in accordance with the agreement, or the resident provides written assurance satisfactory to the CHA that the resident or other non-compliant resident no longer resides in the unit. The notice shall also state that the resident may request a grievance hearing on the CHA determination and that the resident may exercise any available judicial remedy to seek timely redress for the CHA's non-renewal of the lease because of the determination of non-compliance.

#### **8.6 Resident Agreement to Comply With Community Service Requirement**

If the resident or family member has violated the community service requirement, the CHA may not renew the lease upon expiration of the term unless:

- a) The resident and any other non-compliant resident enter into a written agreement with the CHA to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease, and
- b) All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer living in the unit.

## **8.7     Prohibition Against Replacement of CHA Employees**

In implementing the community service requirement, the CHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the community service requirement. [24 CFR 960.609]

## **CHAPTER 9: RECERTIFICATION**

### **9.1 General**

At least annually the CHA will conduct a reexamination of family income and composition in accordance with a schedule for reexaminations developed by the CHA. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

It is the responsibility of the resident to report changes in family composition between annual reexaminations throughout the year. Additionally a household that claims zero income must report any increase in income. The CHA may conduct an interim examination based upon notification of these changes.

In the event that a household's income increases or decreases, the family should report this change within 10 days. The CHA shall conduct an interim examination based upon the change and shall adjust the resident's rent accordingly.

### **9.2 Annual Reexamination**

Approximately four months prior to the scheduled date for a resident's reexamination, the CHA will mail a notification letter to the family advising of the upcoming reexamination interview, the necessary documentation that will be required from the family and the options for rent payment by the family.

#### **a) Annual Reexamination Interview**

During the scheduled interview, the CHA will review all income documentation and will determine if the family is appropriately housed. If the family is not appropriately housed, the CHA may initiate a transfer.

If the family fails to attend or reschedule the interview, the CHA will mail a second letter rescheduling the interview. The letter will also advise that if the family fails to attend or reschedule the second interview, the CHA will take eviction action against the family.

#### **b) Flat Rent**

Each year at the reexamination interview, the family has the option of electing a flat rent.

If the family elects to pay a flat rent, at the annual reexamination the CHA will require only information about the family composition and the completion of HUD required consent forms. The CHA will perform an

income reexamination every third year for families electing to pay flat rent.

The CHA will advise the family the approximate time when the CHA will review the amount of the flat rent, the approximate rent increase that the family can expect, and the approximate date that a future rent increase could become effective.

At the reexamination interview, the CHA will require that the family sign a certification accepting or declining the flat rent.

#### c) Income Method Rent

Each year at the reexamination interview, the CHA will require all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. The family will complete all HUD required consent forms that will be used by the CHA to secure third party verification of the family's circumstances.

Upon receipt of the third party verification, the CHA will determine the family's annual income and will calculate the rent based on the highest of 10% of monthly income, 30% of adjusted gross monthly income or the minimum rent.

The new rent will generally become effective upon the resident's anniversary date, but in no event prior to 30 days written notice to the family of the rent increase. If a determination of the new rent is delayed due to a reason beyond the family's control, then the rent increase will be payable on the first of the month after expiration of the 30 day notice period.

Example: Resident's anniversary date is June 1<sup>st</sup>. Notification of rent increase is dated May 25. New rent becomes effective on June 1<sup>st</sup>, but does not become payable until July 1<sup>st</sup>

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the resident's anniversary date.

If the family caused the delay, any increase will be effective on the anniversary date. Any reduction in rent will be effective on the first of the month after the reported change, except in documented cases of hardship in which the family was unable to report the decrease in income.

If a new member is added to the lease, the CHA will recalculate the family's income based on the new family member. This may result in an increase in rent. The CHA will provide a 30-day notice to the family of this rent increase.

d) Treatment of Over-Income Families

In order to encourage a broad range of incomes at all CHA sites, the CHA will not evict or terminate the tenancy of a family if the family's income rises above the income limit for public housing during their tenancy. [960.261]

**9.3 Interim Reexamination (24CFR 960.257)**

a) A family is required to report the following changes to the CHA between regular reexaminations within (10) ten days:

- Any increase or decrease in family income;
- A household member has been added to the family through birth, adoption, court ordered custody or marriage; and
- A household member is leaving or has left the household.

The head of household must provide adequate documentation of these circumstances such as copies of court orders, birth certificates, adoption certificates, etc.

b) The CHA shall conduct an interim reexamination for:

- A family whose family members have changed, or;
- A family whose income has increased or decreased and/or;
- Any family who had claimed zero income that has an increase in their income and/or;
- A family whose period of "earned income disregard" ends.

c) Decreases in Income: Tenants have the option of requesting an interim recertification due to decreases in income. If the resident reports the decrease to site management by the 20<sup>th</sup> of the month, every effort will be made to implement any decrease in rental payment by the first day of the following month, provided that proper documentation was provided by the tenant. Any reduction in rental payment reported will become effective the first day of the



following month. A Tenant's failure to provide timely reporting and documentation on the decrease in income will delay implementation of the rent reduction, with no retroactive credit.

Increases in Income: In the event of an increase in total tenant payment, that increase will become effective on the 1<sup>st</sup> day of the second month after the resident reports an increase.

#### **9.4 Additions to Lease**

If a resident desires that a new member be added to the household, the resident must provide information about the new family member's income, assets, verified citizenship/eligible immigrant status, Social Security number if applicable, and all other information required of an applicant for public housing.

Upon receipt of this information the CHA will screen the application. If the CHA determines that the individual is eligible and suitable, the CHA will execute a new lease with the family reflecting the changed family composition.

If the CHA determines that the individual is ineligible or unsuitable, the CHA will so advise the family in writing of the determination and of the opportunity to request an informal hearing.

Except for additions due to birth or court awarded custody, the CHA may disallow the addition of a household member if a resident family is currently properly housed and the addition of a new member to the household will create an over-housed situation. Additionally, the CHA shall disallow the addition of a new member to the household when the existing household is in an over-housed situation.

In the event that the CHA denies a resident's application to add a person to his/her lease, he/she may appeal the decision through the CHA's Grievance Policy.

#### **9.5 Residual Tenancy**

##### **a) Criteria**

A remaining member of a resident household may apply to become the head of household in the event of the death, departure or incapacity of the head of household. The application to become head of household will be approved provided that the applicant meets the following criteria:

- An adult who has been a resident of record on the current lease for the unit for a minimum of nine months and whose income

has been reported and included in the rent computations during the period of his/her occupancy unless he/she was without income or was a full-time student; or

- In the event that the remaining member(s) of the household consists only of minor children, the applicant must be an adult who has either been appointed either as a temporary or permanent guardian or is the natural parent of one or more household members, is willing to assume responsibility for the apartment and the household, and is willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy; or
- In the event that the remaining member of the household is an incapacitated adult who is unable to fulfill the responsibilities set forth in the lease, the applicant must be an adult who has been appointed as either a temporary or permanent guardian of the remaining household member, and is willing to assume responsibility for the apartment, and willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy.

b) Divorce, Separation or Protective Order; Bifurcation of Lease Under Violence Against Women Act

In the event of divorce, separation or a protective order issued by a court under chapter 209A or other state or federal statute, any person(s) designated by the court will be permitted to apply to become the head of household provided that he or she would otherwise qualify under the terms of this policy.

In the event of a bifurcation of a lease undertaken to afford protections under the Violence Against Women Act to a victim of domestic violence, the remaining victim household member shall be afforded the opportunity to establish eligibility as a head-of-household, or a reasonable time to move or establish eligibility for another assisted housing program.

c) Income

An applicant to become the head of household will not be found ineligible based on income exceeding the eligibility limits for applicants for admission to public housing.

d) Limitations

A remaining member of a resident household will not be considered for residual tenancy if the departing or incapacitated head of household is relocating to another CHA apartment or to the CHA's Housing Choice Voucher Program, is relocating to another subsidized or non-subsidized apartment, is purchasing a home, is under eviction for non-payment of rent or for cause, or has vacated with an outstanding balance due to the CHA.

(A resident shall be regarded as being "under eviction" if the Community Manager has determined to proceed with eviction and the resident's appeal rights have been exhausted.)

A remaining member of a resident household will not be considered for residual tenancy if the head of household has died and immediately prior to death, the head of household was under eviction (as described above) for non-payment of rent or for cause, or died with an outstanding balance of more than two month's rent due to the CHA.

Approval of residual tenancy shall be conditional on the remaining members of a resident household being properly housed. Where applicable, any approved applicant for residual tenancy shall remain under a Use and Occupancy Agreement and will not sign a CHA standard dwelling lease until such time as the household transfers to an appropriately sized unit. Refusal to transfer to an appropriately sized unit shall be considered a violation of this policy and will cause the revocation of the conditional approval of residual tenancy.

e) Appeals

An applicant to be added to the lease and/or applicant for residual tenancy may appeal in accordance with Chapter 14 of this Policy.

## **9.6 Misrepresentation**

If the CHA determines that the resident has intentionally misrepresented facts upon which rent 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 10: RESIDENT TRANSFERS**

### **10.1 Policy [960.202]**

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

### **10.2 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 (including Emergency Transfers pursuant to section 10.3);
- 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 modernization, and the type of work being done requires that the resident temporarily or permanently relocates; and
- 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).
- h) When the CHA determines that a participant in the LIPH Family Self-Sufficiency Program and/or other ROSS Program has demonstrated an interest and ability to successfully participate in the CHA's Upward Mobility Program

- i) Failure of a household residing at an Upward Mobility Site to comply with the requirements of the Upward Mobility Program (See Section 17.2)
- j) To give effect to an approved Reasonable Accommodation as described in section 1.2.4.

A transfer for administrative reasons may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing, provided that the household is eligible for the housing to which the transfer is made.

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.

### **10.3 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.
  - 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 Public Housing", 801 North Holtzclaw Ave., Chattanooga, TN

37404. CHA will provide reasonable accommodations to this policy 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 Public Housing.
- d) Processing
  - i) Requests for Emergency Transfers under this section shall be reviewed by CHA's Director of Public Housing, and approved or denied.
  - ii) If a request is approved, CHA shall determine, in consultation with the resident, which available site or sites would be acceptable for the transfer, considering all factors such as safety, program eligibility and availability of suitably sized/configured units.
  - iii) 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.

#### **10.4 Transfers For Good Cause**

A resident in good standing who resides in a unit has the right to request a transfer by the CHA to a different unit for good cause such as:

- a) When the resident is "under-housed" (in a unit that is too small, based on family size) or "over-housed" (in a unit that is too large, based on family size); and
- b) When there is a compelling and documented medical impairment that could be substantially improved by transfer to another available unit.

A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing.

### **10.5 Requirements for Approval of Requests to Transfer for Good Cause**

In order to be eligible for a transfer for good cause the resident must:

- a) File a transfer application with all supporting documentation;
- b) Be current in rent, charges and fees owed to the CHA; and
- c) Not have committed (and household members must not have committed) any serious violations of the lease for at least two (2) years, and the applicant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

Supporting documentation for medical transfers shall include a written statement from a physician indicating: the specific nature of the medical impairment, contributing factors in the resident's current unit/development that aggravate the medical impairment and why a different type of unit/development would substantially improve the resident's medical impairment.

### **10.6 Placement On The Waiting List**

- a) Administrative Transfers (including those for Emergency Transfers)

A resident with an administrative transfer application to a unit shall be assigned a place on the appropriate site waiting list above all other applicants. Within the group of applications for administrative transfer, the applications will be placed on the list in time and date sequence as received by the site management office.

- b) Transfers for Good Cause

A resident with an application to transfer for good cause to a federally aided unit shall be assigned a place on the appropriate federal waiting list in the Asset Management Office. The CHA will assign it a place below standard applicants within date and time sequence as received by the Asset Management Office. Within the group of applications for transfer for good cause, these applications are prioritized on the waiting list(s) based on the time and date of receipt of the application by the Applications Office.

### **10.7 Unit Offer Pursuant to a Transfer**

The CHA shall offer one unit that is appropriate in size and meets the circumstances of the transfer, and where the transfer is for medical reasons, appropriate for the resident's medical need. A resident must accept the transfer offer within seven (7) working days of its receipt. For good cause, the CHA may extend the time for accepting the offer. If a resident refuses to move pursuant to an Administrative Transfer that is being made for reasons of program requirements or that have been required by authorities having jurisdiction (e.g., Fire Department for damaged units), the CHA will begin eviction proceedings. If a resident does not accept the transfer offer pursuant to a Good Cause Transfer, they will be removed from the waiting list; the resident may not file another Good Cause Transfer application for one year.

#### **10.8 Acceptance Of Unit**

Upon offer and acceptance of a unit, the family will execute a new lease and pay any rent and/or security deposit within two (2) days of being advised that the unit is ready to rent. The family will be allowed five days to move after receipt of the key to the unit to which the resident is transferring. The resident may elect to retain possession of the unit for up to an additional three days; however, the family must pay rent in an amount that includes both the resident's share and the share that is subsidized by HUD.

#### **10.9 Cost of the Resident's Transfer**

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

- a) the transfer is pursuant to a Reasonable Accommodation under section 1.2.4; or
- b) an Emergency Transfer under 10.3; or
- c) when action or inaction by the CHA has caused the unit to be unsafe or uninhabitable.
- d) is required by CHA modernization or rehabilitation work.

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

- e) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- f) 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;



- g) 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.)
- h) 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.

#### **10.10 Appeal**

If the resident does not agree to an administrative transfer, or the CHA denies a resident's application to transfer for good cause, the CHA shall inform the resident of the right to request a grievance hearing. The resident must request the grievance hearing within 14 days of the denial of the transfer request.

## **CHAPTER 11: PET POLICY**

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

The CHA allows for pet ownership in its elderly/handicapped and family developments with the written pre-approval of the CHA in accordance with this policy.

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 policy does not apply to animals that are used to assist, support, or provide service to persons. 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] This exclusion applies to animals that reside in projects for the elderly or person with disabilities, as well as to animals that visit these projects.

### **11.2 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. Common household pet does not include reptiles (except turtles). This definition shall not include animals that are used to assist persons with disabilities.

#### **11.2.1 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

### **11.2.2 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 scratching post

### **11.2.3 Birds**

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

### **11.2.4 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 policy, 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.

## **11.3 Prohibition Against Discrimination [24 CFR 5.309]**

The CHA will not prohibit or prevent any tenant of elderly/disabled developments from owning common household pets or having such pets living in the tenant's

dwelling unit; or restrict or discriminate against any person in connection with admission to, or continued occupancy of, such housing by reason of the person's ownership of common household pets or the presence of such pets in the person's dwelling unit.

#### **11.4 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 ACOP.

##### **11.4.1 Approval**

The Community Manager shall review the application and arrive at a decision by considering the following:

- a) Whether the animal is a pet as defined above;
- b) If available, prior landlord references (including references from the CHA in cases where tenant has had a pet in 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 Community Manager 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 and at the time of recertification 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 the Community Manager denies the application, the tenant may request a hearing with the CHA's designated hearing officer(s). This request must be submitted to the Community Manager in writing within fourteen (14) days of the tenant's receipt of the notice of denial. The Community Manager shall forward the request to the CHA's designated hearing officer.

The hearing officer shall conduct a hearing at a time and place convenient to both parties. The tenant may present any information relevant to his/her Application.

If the hearing officer approves the application, he/she shall inform the tenant in writing within fourteen (14) days of the hearing and shall direct the tenant to execute a Pet Lease Addendum with his/her Community Manager.

If the Director of Asset Management denies the application, he/she shall inform the tenant in writing within fourteen (14) days of the hearing.

### **11.5 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. Payment plans may be negotiated between the CHA and the pet owner. A dispute concerning the amount of damages is subject to the CHA Tenant Grievance Procedure;
- 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 and the exception will be at the Executive Director's or his/her designee's discretion;

- 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;

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.

- o) The pet owner is responsible for keeping the CHA informed of any change of information.

#### **11.6 CHA Rights and Responsibilities**

The CHA shall:

- a) Post a copy of this policy 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;
- 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, the Community Manager may contact the responsible party or parties listed in the pet's registration materials; and
- e) Reserve the right to require dog owners to relocate to a comparable unit on the ground floor of each building based upon written complaints concerning the behavior of the dog in the elevator or hallways, or the documented medical conditions of residents affected by the presence of the dog.

#### **11.7 Pet Deposit**

For residents of **family developments** who wish to keep a pet, 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.

For residents of **elderly/disabled developments** who own or keep a cat or dog in their units, the CHA will assess a refundable pet deposit in an amount not to exceed one month's rent or a maximum of \$150, whichever is less, at the time the pet is brought onto the premises. For elderly/disabled developments, no deposit will apply in the case of pets other than cats or dogs.

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

#### **11.8 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 Policy, 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 Policy 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 the Community Manager 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 the Community Manager are unable to resolve the pet rule violation at the meeting, or if the Community Manager determines that the pet owner has failed to correct the pet rule violation as agreed within the prescribed additional time, the Community Manager 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 12: INSPECTIONS**

### **12.1 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.

### **12.2 Annual Inspections**

The CHA will inspect each public housing unit annually to ensure that each unit meets Uniform Physical Conditions Standards [24 CFR 5.701]. The CHA will initiate work orders to correct deficiencies.

### **12.3 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.

### **12.4 Special Inspections**

The CHA may schedule special inspections to enable HUD or others to inspect a sample of the federal housing stock maintained by the CHA.

### **12.5 Housekeeping Inspections**

Generally, at the time of annual reexamination, and at other times as necessary, the Community Manager 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.

### **12.6 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.

### **12.7 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.

### **12.8 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.

### **12.9 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 13: TERMINATION OF TENANCY**

### **13.1 Termination By Resident**

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, he/she will be responsible for rent through the end of the notice period.

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 with income in a multi-person household, the CHA will recalculate the family's rent based on the change of income effective on first day of the month following the date of death.

### **13.2 Termination By The CHA**

The CHA will terminate the lease for serious or repeated violations of material lease terms by residents, any member of residents' 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) Noncompliance with community service requirements effective one year after the suspension is lifted;
- l) 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; and
- m) Repeated noncompliance with rules prohibiting the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars and water pipes (hookahs) in or within 25 feet of public housing buildings and other designated non-smoking areas on public housing property; and
- n) 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.

### **13.3 Extended Absences and Abandonment**

The head of household must notify the CHA in writing if all members of the household intend to be absent from the unit for more than thirty (30) consecutive days. A family may not be absent from the unit for longer than sixty (60) consecutive days or 180 days if the absence is due to medical reasons. Upon request by the head of household, the CHA will install a keyed knob set lockout device for the duration of the extended absence.

If the family is absent from the unit in excess of these limits, the CHA may take appropriate legal action, up to and including eviction. A family may request that the CHA approve an absence in excess of these limits. The CHA shall consider such a request and may approve it only if extenuating circumstances exist.

If the CHA does not receive written notice from a family regarding an extended absence, the CHA shall consider that the unit has been abandoned if:

- There is reason for the CHA to believe that the unit has been unoccupied for thirty (30) days or more, and
- The rent is past due and the household has not acknowledged or responded to demands for payment.

If the CHA determines that a unit has been abandoned, 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 14: TENANT GRIEVANCE**

### **14.1 General [966.50]**

It is the policy of the CHA to provide tenants with a method for dispute resolution and the opportunity for a grievance hearing. Tenants in the CHA's Low Income Public Housing Program have the right to request a grievance hearing in accordance with this policy. "Tenant" means the head of household.

### **14.2 Definitions**

"Grievance" shall mean any dispute which a tenant may have with respect to CHA action or failure to act in accordance with the individual tenant's lease or CHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

"Complainant" shall mean any tenant whose grievance is presented to the CHA or site management office.

"Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required: 1) adequate notice to the tenant of the grounds for terminating the tenancy and for eviction; 2) right of the tenant to be represented by counsel; 3) opportunity for the tenant to refute the evidence presented by the CHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have and 4) a decision on the merits.

"Tenant" shall mean the adult person (or persons) (other than a live-in aide) who resides in the unit and who executed with lease with the CHA as lessee of the dwelling unit, or, if no such person now resides in the unit, 2) who resides in the unit and who is the remaining head of household of the tenant family residing in the unit.

"Hearing Officer" shall mean a person selected to hear grievances and render a decision with respect thereto.

### **14.3 Policy Application**

This grievance policy applies to a dispute a tenant may have with respect to the CHA's action or failure to act in matters involving that tenant's lease with the CHA or CHA rules that adversely affect the tenant's rights, duties, welfare or status. This policy does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the CHA Board. This policy does not apply to participants of the Section 8 Housing Choice Voucher Program.



There is no right to a grievance hearing in cases for termination of lease based on:

- a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the CHA; or
- b) Any violent or drug-related criminal activity on or off the premises; or
- c) Any criminal activity that resulted in a felony conviction of a household member.

#### **14.4 Filing a Grievance**

A tenant shall submit a written request for a grievance in writing and deliver or mail it to the CHA, within seven (7) days after the tenant's receipt of a notice of lease termination. The request for a grievance hearing must specify the reasons for the grievance and the action that the tenant wants the CHA to take or refrain from taking (Forms are available at the site management offices).

A request for a grievance hearing regarding some other matter shall be submitted in the same manner as above, but within fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance.

The CHA shall permit additional time up to 10 business days for initiation of a grievance if the CHA finds that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the CHA.

#### **14.5 Informal Settlement Conference**

After the filing of a request for a grievance hearing, the CHA shall provide the grievant with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The CHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless the conference occurred at or before the time of filing. The CHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. The tenant and the CHA shall preferably sign the summary. The CHA shall maintain a copy of the informal settlement and shall provide a copy to the Complainant. If a matter is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing. [24 CFR 966.54]

#### **14.6 Selection of a Hearing Officer**

A grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under a review or a subordinate of such person. The Executive Director or designee shall provide a list of Hearing Officers approved to hear a grievance. From this list, the Executive Director or designee shall appoint a hearing officer for a specified period of time. The CHA shall consult with the resident organizations before appointing a hearing officer. The Executive Director may consider any comments or recommendations submitted by the tenant organizations before the appointment.

#### **14.7 The Hearing**

##### **14.7.1 Hearing Date and Notice**

The CHA shall schedule a grievance hearing based on termination of a lease case within fourteen (14) days or as soon as reasonably practical after the CHA's receipt of the request. The CHA shall schedule a grievance hearing regarding some other issue as soon as reasonably convenient after receipt of the request.

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the Complainant and to his/her or her representative (if any). The CHA or the panel may reschedule a hearing by agreement, or upon showing by the Complainant or the CHA, that rescheduling is reasonably necessary.

##### **14.7.2 Procedures Governing the Hearing [24 CFR 966.56]**

The Hearing Officer shall afford the Complainant a fair hearing which shall include:

- The opportunity to examine before the grievance hearing any CHA documents including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the CHA does not make the document available for examination upon request by the Complainant, the CHA may not rely on such document at the grievance hearing.
- The right to be represented by counsel or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf;

- The right to a private hearing unless the Complainant requests a public hearing;
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the CHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the CHA or project management relies; and
- A decision based solely and exclusively upon the facts presented at the hearing.
- If the Complainant or the CHA fail to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five business days or make a determination that the party has waived his right to a hearing. Both the Complainant and the CHA shall be notified of the determination by the Hearing Officer, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the CHA's disposition of the grievance in an appropriate judicial proceeding.
- At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying the CHA's action or failure to act against which the complaint is directed.
- The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the CHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.
- The Complainant or the CHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- The CHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the

tenant is visually impaired, any notice to the tenant in conjunction with this policy must be in an accessible format.

#### **14.7.3 The Decision [24 CFR 966.57]**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and the CHA. The CHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the CHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines within a reasonable time and promptly notifies the Complainant of its determination, that:

- The grievance does not concern CHA action or failure to act in accordance with or involving the Complainant's lease on CHA regulations, which adversely affect the Complainant's right, duties, welfare or status;
- The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA.

A decision by the Hearing Officer or Board of Commissioners in favor of the CHA or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

#### **14.7.4 Effect of a Decision on a Grievance**

The decision on a grievance shall be binding between the CHA and the Complainant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

#### **14.8 Records of Hearings**

The CHA shall maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative. The log shall include the date of the hearing decision, the general reason for the grievance hearing, and whether the decision was in favor of the complainant or the CHA.

## CHAPTER 15: RE-PAYMENT AGREEMENTS

### 15.1 Policy

At the discretion of CHA, a family may enter into a written payment agreement to reimburse CHA for under-reporting or non-reporting of household income and/or fraud; upon a finding by the CHA of exceptional circumstances a family may enter into a written payment agreement to pay for excessive maintenance, fire damage caused by the resident, guest and/or visitor, casualty to unit, maintenance, outstanding rent, excess utility charges 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 be limited to amounts less than \$2,000 with terms of 12 months or less. With Program Director approval, agreements can be extended to \$5,000 with a term of 24 months in cases of unit damage from fire, etc.

***If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, CHA must terminate the family's tenancy or assistance or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.***

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) Reference to paragraphs in the CHA lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance or both J (6).
- b) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to CHA
- c) Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

CHA is required to determine retroactive rent amount as far back as CHA has documentation of family reported income. CHA reserves the right to deal with each of these cases on an individual basis and may seek repayment as an alternative to prosecution depending on the facts and circumstances involved.

***The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.***

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

## **CHAPTER 16: FRAUD AND MISREPRESENTATION**

### **16.1 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.

### **16.2 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].

### **16.3 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 17: OTHER CHA HOUSING PROGRAMS**

### **17.1 Housing First Programs**

- a) The CHA makes housing available to homeless families and families that have members who have been victims of domestic violence, under a "housing first" model whereby the family receives a permanent housing placement immediately, without necessarily having to progress through shelters or transitional housing. A critical component of this model is intensive case management services for clients in the program, for a 6-12 month period, or longer if necessary, to assure that the family's transition is successful. The CHA will execute a Memorandum of Understanding (MOU) with each qualified partner provider who will be providing case management services under this program. A waiting list preference is applicable to this program, and a referral from a qualified partner provider will serve as the documentation to obtain the preference. CHA has allocated 25 units at the Emma Wheeler site and from 30 units up to 50 units at the College Hill Courts site for the Housing First Program.
- b) For victims of domestic violence, one of CHA's qualified partner providers with domestic violence expertise will conduct the initial client screening, confirming that the family is homeless, has a member who is a victim of domestic violence, is at low risk of further victimization, and is able and willing to participate in programming for a 6-12 month period. If all four requirements are met, the partner provider would refer the family to the CHA for additional screening in accordance with this ACOP, including income eligibility, citizenship or eligible immigration status, and criminal history.
- c) For homeless families (with no domestic violence situation, one of CHA's qualified partner providers with homeless services expertise will conduct the initial client screening, confirming that the family is homeless and is able and willing to participate in programming for a 6-12 month period.
- d) If the initial screening criteria are met, the partner provider would refer the family to the CHA for additional screening in accordance with this ACOP: income eligibility, past landlord history, credit worthiness, and criminal history.

- e) If admitted to the program, each family will sign a lease and a lease addendum that requires them to be compliant with their case management plans or risk termination of their tenancies. The partner provider's case manager will provide supportive services for each participating family. At the end of the program period, the family will "graduate" and be allowed to remain in the apartment. The CHA will make another apartment available to the program (at either Emma Wheeler or College Hill, as applicable), based on the availability of appropriate sized units.

## **17.2 Upward Mobility Program (UMP)**

The CHA has designated the following sites as Upward Mobility Sites which are made available to residents who have made a commitment to move toward economic self-sufficiency:

- Fairmount Avenue
- Maple Hills
- Greenwood Terrace

Families may have the option to also enroll in CHA's Family Sufficiency Program (FSS) as outlined in Chapter 18 of this ACOP. CHA will support these families by providing qualified competent property management staff, FSS/Homeownership counselors and Upward Mobility Counselors.

The CHA's Executive Director or his/her designee shall have the discretion to determine if and when to designate additional units and/or site(s) as part of the CHA's Upward Mobility Program based on CHA staff capacity to adequately manage the Upward Mobility Program. If Upward Mobility designation is implemented, the CHA's Executive Director or his/her designee will have discretion on waiting list management consistent with the discretion at non-UMP sites.

The Upward Mobility Program is designed to support participants; goals of economic self-sufficiency, education and personal and professional development.

A family must meet all standard eligibility criteria outlined throughout this ACOP, as well as other requirements as outlined in this section. The application and screening process for UMP sites will deviate from the ACOP in the following ways:

### **17.2.1: Application and Screening Process**

- a) Designated CHA staff may refer public housing resident families who do not reside at UMP sites to the UMP Counselor for consideration for an administrative transfer to an UMP site. These referrals will take into account demonstrated willingness and ability

to comply with lease terms, employment history, pursuit of educational opportunities, and/or otherwise demonstrated desire to attain financial self-sufficiency. If approved for an Administrative Transfer, the family may choose one UMP development for placement on a waiting list with preference Category 1: Administrative Transfer. Other types of Administrative Transfers will not be recognized at UMP sites, except in exigent circumstances as identified by the Executive Director or his/her designee.

- b) Direct applicants will also be taken into consideration for the UMP as described in Section 3.1 Waiting List Application. When the CHA has made a determination that such a direct applicant to an UMP Site is ineligible and/or unsuitable for UMP, in response to the CHA's written notice of ineligibility, the applicant may request an informal hearing in writing within three (3) business days of the date of the CHA's notice. If the applicant fails to request a hearing within the prescribed time period, the CHA will remove the applicant's name from the UMP site-based waiting list.

#### **17.2.2: Miscellaneous**

- a) There will be no transfers into an UMP Site for good cause.
- b) The UMP Sites are deselected from participation in any of the following housing programs outlined in Sections 17.1(Housing First), 17.3 (SETHRA), 17.5 (Employee Housing Program), 17.6 (HOPE VI Program), and 17.7 (Police Officers in Public Housing Program) of this ACOP.

#### **17.2.3: Program Requirements**

- a) The head-of-household and each family member who is 18 years of age or older ("Required UMP Participants") are subject to a lease addendum stating the requirement to participate in the UMP as a condition of the family's lease. The UMP will include ongoing case management throughout a family's residency at the UMP Site.
- b) Incoming UMP residents must attend CHA's financial education course within their first 12 months of residency at an Upward Mobility Program site.

c) Starting with move in, all Required UMP Participants must be involved in CHA-approved educational or work-related activities for a minimum of 30 hours per week (residents may be permitted to combine educational and work activities to meet the 30 hour requirement). The following categories of activities are eligible:

- i. On-going, steady employment for 30 hours or more per week;
- ii. On-the-job training (e.g. internships, apprenticeships; 30 hours or more per week and/or );
- iii. CHA-approved volunteer activities
- iv. Job-skills training directly related to employment (30 hours or more per week and/or full-time enrollment); and/or
- v. Education at post-secondary educational institution /community college/university. This includes vocational, technical and/or certificate programs. Full-time enrollment is determined by the accredited institution).

The following categories of residents will be exempt from the employment or education requirement of the UMP:

- i. People who are 62 years of age or older;
- ii. People who are blind or disabled (as defined under Section 216(I)(I) of 1614 of the Social Security Act) and who are unable to comply with this section
- iii. People who are primary caretaker of blind or disabled residents and are co-resident or Head of Household, and whose caretaker duties render them unable to comply with program requirements (to be determined on a case by case basis); ; and/or
- iv. A person who is a live-in-aide.

d) Each Required UMP Participant must sign an Individual Training and Services Plan ("ITSP") upon residency at the UMP site. The ITSP may also include a Contract of Participation if a family member elects to participate in the CHA's Family Self-Sufficiency Program.

The ITSP will include, but not be limited to the following provisions:

- i. Required UMP Participants must be engaged in full-time educational or work related activities as defined above for a minimum of nine (9) months in a twelve (12) -month period;

ii. If a Required UMP Participant is not engaged in full-time educational or work related activities as defined above, or experiences any changes in employment (i.e. changes in employer, pay rate, status, etc.), he/she must report this change to the CHA Upward Mobility Counselor and CHA Community Manager within 10 days of the change.

- e) Upward Mobility Program participants may be required during their tenancy at an Upward Mobility site to verify educational status, employment, and/or income, including information pertaining but not limited to employment status, income, employment hours, course schedule, and so forth as requested from the Upward Mobility Counselor(s), Community Manager(s), and/or others as identified. Residents are required to provide the necessary documentation upon request.

#### **17.2.4: Non-Compliance**

- a) The CHA will allow the household 90 calendar days to secure full-time educational or work related activities for the Required UMP Participant. If the Required UMP Participant does not secure full-time employment or work-related activities within this timeframe, the CHA will effect an Administrative Transfer for the household to a non-UMP CHA site.
  - Exception: If in any twelve month period, a Required UMP Participant is non-compliant for more than 90 cumulative days or contributes to more than one (1) incident of voluntary loss of employment, the UMP household will be deemed non-compliant with the Lease and ITSP. "Voluntary loss of employment" includes situations in which the CHA makes a determination that the individual did not have a documented compelling personal, medical, or work-related reason to justify such leaving.
- b) If all required UMP participants in the household are not in compliance with the ITSPs and other UMP program provisions, but are otherwise in compliance with all other terms of the lease, the CHA will effect an Administrative Transfer for the family to another CHA non-UMP public housing development.

c) The Upward Mobility Counselor(s), and others as identified, may in absolute and sole discretion evaluate individual extenuating circumstances and grant adjustments accordingly.

### **17.3 Southeast Tennessee Human Resource Agency Program (SETHRA)**

The CHA has agreed to participate in this program to provide assistance to chronically homeless individuals who have formerly been alcohol/drug dependent.

### **17.4 Tax Credit Housing Program**

The CHA has developed and/or will develop units through the assistance of Low-Income Housing Tax Credits at Greenwood Terrace, The Oaks at Camden, The Villages of Alton Park, and Maple Hills. Admission for these units is governed by the terms of this ACOP; by the laws, regulations, and guidelines governing tax credit developments; and by the Management Agreements between the Managing Agent and the CHA and incorporated by reference in this ACOP.

### **17.5 Employee Housing Program**

The CHA has deprogrammed units at some of its developments to enable CHA maintenance staff to provide on-call emergency services to residents.

### **17.6 HOPE VI Program**

CHA's HOPE VI Program involves the comprehensive revitalization of the McCallie Homes Community as a mixed income community (The Villages of Alton Park). The eligibility and screening criteria for the on-site and off-site replacement public housing units may include different and additional screening criteria as outlined in the Management Agreement between the Pennrose Management Company and the Chattanooga Housing Authority.

### **17.7 Police Officers in Public Housing**

The CHA may permit police officers who would not otherwise be income eligible for occupancy in CHA properties to reside in its developments to enhance security for the residents of the developments in accordance with 24 CFR 960.505. The objective is to grant exemption to qualified police officers for long term residency in CHA communities, where the officers' physical presence is expected to serve as a deterrent to criminal activity in and around the community.

## **17.8 Council on Alcohol & Drug Abuse Services' (CADAS) Family Way Program**

The Family Way Program (the Program), funded by the Tennessee Department of Mental Health, is administered by the Council on Alcohol & Drug Abuse Services (CADAS) at one of CHA's scattered sites. The Program is designed to assist homeless women with children to gain a foothold in alcohol/drug recovery, while being strong role models for their children. CADAS staff provides on-site supervision and counseling.

Due to the unique nature of the Program, rules regarding admission, program parameters, continued occupancy, and eviction may differ from provisions found elsewhere in this ACOP, as set forth below.

### **17.8.1 Eligibility for the Program**

The Program is limited to homeless women who are pregnant or homeless women with minor children, who have successfully completed a CADAS-sponsored alcohol/drug inpatient treatment program, a CADAS-approved inpatient treatment program, or who can demonstrate a period of 30 consecutive days of sobriety, and who have demonstrated the willingness to continue in recovery and work on life/relationship skills through intensive case management.

### **17.8.2 Waiting List Management**

CADAS staff maintains the waiting list for admission to the Property. Applications are accepted in date and time order from homeless women. Women who are pregnant at the time of unit offer have a preference over women who are not pregnant at the time of unit offer. No other preferences are applicable to the Program.

Upon identification of an applicant who meets the CADAS eligibility criteria, CADAS refers the applicant to the CHA for screening in accordance with the ACOP. Upon successful completion of the CHA screening, the CHA will make one unit offer at the property to the applicant.

### **17.8.3 Lease**

When an applicant to the Program accepts a unit offer, the applicant and CHA shall execute a standard CHA lease.

Due to the unique nature of the Program, there are additional rules that apply to the Program participants that are included in a Family Way Lease



Addendum, the violation of which may result in eviction from the property. The house rules include, but are not limited to, the following provisions:

- a) Restrictions on prescription medication;
- b) Use of alcohol and use/misuse of unapproved drugs;
- c) Any threats of violence or violence toward adults and children residing in the unit or greater apartment community;
- d) Required attendance at 12-Step meetings, therapeutic sessions, and other educational sessions;
- e) Required establishment of a monthly household budget;
- f) Limitations on daily personal and business phone calls;
- g) Attendance by children in therapeutic activities, daycare or other recommended activity; and
- h) Prohibition from visitation by adult male guests and prohibition on intimate relationships.

Upon written notification from CADAS of a lease violation and request for eviction proceedings to begin, the CHA shall so notify the Family Way tenant, with appropriate reference to hearing eligibility.

## **Chapter 18: FAMILY SELF SUFFICIENCY PROGRAM**

### **18.1 General**

The purpose of the Family Self Sufficiency Program (FSSP) is to enable families receiving assistance under the Public Housing Program 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.

### **18.2 Action Plan [24 CFR 984.201]**

The CHA shall maintain a FSSP Action Plan that addresses the demographics and supportive service needs of the families expected to participate in the Program, an estimate of the number of families who can reasonably be expected to receive supportive services under the FSSP, based on available resources, the family selection procedures that will be followed, incentives, outreach efforts, a description of FSS activities and supportive services, method for identification of family support needs, a description of policies relating to termination from the program and applicable grievance procedures.

This Chapter 18 outlines a few of the more important features of the FSS Program, however the full details of the FSS Program are set out in the FSSP Action Plan. The CHA's current FSSP Action Plan is attached hereto as Attachment D.

### **18.3 Program Coordinating Committee [24 CFR 984.202]**

The CHA shall establish and maintain a Program Coordinating Committee (PCC) whose functions will be to assist the CHA in securing commitments of public and private resources for the operation of the FSSP within the Public Housing Program's jurisdiction of Hamilton County and to assist in a periodic review and revision of the Action Plan and implementation of the Program.

The PCC shall consist of CHA staff members, participants in the Program, and other public and private service providers with resources to assist the FSSP.

Representatives for the FSS Program will consist of representatives of the CHA, and the residents of public housing. The public housing resident representatives shall be solicited from one or more of the following groups: City-Wide Resident Council or other public housing resident group interested in the FSS program and that contribute to the development and implementation of the FSS program.

#### **18.4 FSSP Family Selection Procedures**

The CHA shall fill up to 50 percent of its public housing open slots in the FSSP with eligible families based on the date that a family expressed interest in program participation

#### **18.5 Contract of Participation [24 CFR 984.303]**

##### **18.5.1 Form and Content**

The CHA shall require each family that is selected to participate in the FSSP to enter into a contract of participation with the CHA that is signed by the Head of Household. The contract of participation shall incorporate the individual training and service plan and shall also include the rights and responsibilities of both the CHA and the participating family. The contract of participation shall also include the activities to be completed by each family member who elects to participate in the FSSP, as well as the services that will be provided to each family member.

##### **18.5.2 Compliance with Lease Terms**

The contract of participation shall provide that the FSSP family must comply with the terms of the lease.

##### **18.5.3 Failure to Comply**

If the FSSP family fails to comply, without good cause, with the terms and conditions of the contract of participation, which includes compliance with the lease, the CHA may: 1) withhold the supportive services; 2) terminate the family's participation in the FSSP.

##### **18.5.4 Contract Term and Extension**

Each FSSP family will be required to fulfill its obligations under the contract of participation no later than 5 years after the effective date of the contract. The CHA shall, in writing, extend the term of the contract of participation for a period not to exceed two years for an FSS family that

requests, in writing, an extension of the contract, provided that the CHA finds that good cause exists for granting the extension. "Good cause" means circumstances beyond the control of the FSSP family, as determined by the CHA, such as a serious illness or involuntary loss of employment. Extension of the contract of participation will entitle the FSSP family to continue to have amounts credited to the family's FSS account.

#### **18.5.5 Completion of the Contract**

The contract of participation is considered to be completed, and a family's participation in the FSSP is considered to be concluded when the FSSP family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof, or when 30% of the monthly adjusted income of the FSSP family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSSP family qualifies based on the CHA's occupancy standards.

#### **18.5.6 Termination of the Contract**

The contract of participation is automatically terminated if the family's Public Housing assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by mutual consent of the parties, the failure of the FSSP family to meet its obligations under the contract of participation without good cause, including the family's move outside the CHA's jurisdiction, any act as is deemed inconsistent with the purpose of the FSSP or operation of law.

The CHA may terminate the supportive services and the FSSP family's participation in the FSSP, if the CHA determines, in accordance with hearing procedures that the FSSP family has failed to comply without good cause with the requirements of the contract of participation.

### **18.6 Total Tenant Payment, Family Rent and Increases in Family Income [24 CFR 984.304]**

The Public Housing payment of a family participating in the FSSP is determined in accordance with regulations set forth in 24 CFR 982.505.

Any increase in the earned income of an FSSP family during its participation in the program may not be considered as income or a resource for purposes of eligibility of the FSSP family for other benefits, or amount of benefits payable to the FSSP family, under any other program administered by HUD, unless the

income of the FSSP family equals or exceeds 80% of the median income of the area, as determined by HUD, with adjustments for smaller and larger families.

## **18.7 Family Self-Sufficiency Account [24 CFR 984.305]**

### **18.7.1 Establishment of and Accounting for FSS Account**

The CHA shall deposit the FSS account funds of all families participating in the CHA's FSS program into a single depository account. The CHA shall deposit the FSS account funds in one or more of the HUD-approved investments.

The total of the combined FSS account funds will be supported in the CHA accounting records by a subsidiary ledger showing the balance applicable for each FSSP family. During the term of the contract of participation, the CHA shall credit periodically, but not less than annually, to each family's FSSP account, the amount of the FSSP credit.

The investment income for funds in the FSSP account will be prorated and credited to each family's FSSP account based on the balance in each family's FSSP account at the end of the period for which the investment income is credited.

If the family has not paid the family contribution toward rent, or other amounts due under the family's lease, the balance in the family's FSSP account shall be reduced by that amount before prorating the interest income. If the FSSP family has fraudulently under-reported income, the amount credited to the FSSP account will be based on the income amounts originally reported by the FSSP family.

### **18.7.2 Reporting on FSS Account**

The CHA shall make a report, at least once annually, to each FSSP family on the status of the FSSP account. At a minimum the report will include the balance at the beginning of the reporting period, the amount of the family's rent payment that was credited to the FSSP account during the reporting period, any deductions made from the account for amounts due the CHA before interest is distributed, the amount of interest earned on the account during the year and the total in the account at the end of the reporting period.

### **18.7.3 FSS Credit**

For purposes of determining the FSSP credit, "family rent" is 30% of adjusted gross income, which is obtained by disregarding any increases in earned income from the effective date of the contract of participation, or

the current family rent less the family rent at the time of the effective date of the contract of participation. Families who are not low income families shall not be entitled to any FSS credit. The CHA shall not make any additional credits to the family's FSS account when the family has completed the contract of participation or when the contract of participation is terminated or otherwise nullified.

#### **18.7.4 Disbursement of FSS Funds**

The CHA shall pay to the FSSP family's head of household the amount in an FSS account when the contract of participation has been completed and the head of household submits to the CHA a certification that to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance (Welfare Assistance Certification).

If the CHA determines that the FSSP family has fulfilled its obligations under the contract of participation before the expiration of the contract term, and the head of household submits a Welfare Assistance Certification, the CHA shall pay to the head of household the amount in the FSS account.

If the CHA determines that the FSSP family has fulfilled certain interim goals established in the contract of participation and needs a portion of the FSS account funds for purposes consistent with the contract of participation, such as completion of higher education, or job training, or to meet start-up expenses in creation of a small business, the CHA may at the CHA's sole option, disburse a portion of the funds from the family's FSS account to assist the family meet those expenses.

If the head of household ceases to reside with the FSSP family, the remaining members of the family, after consultation with the CHA, shall have the right to designate another family member to receive the funds.

#### **18.7.5 Forfeiture of FSS Account Funds**

Amounts in the FSS account shall be forfeited upon the occurrence of the following: the contract of participation is terminated or the contract of participation is completed by the family but the FSSP family is receiving welfare assistance at the time of expiration of the terms of the contract of participation, including any extension thereof.

FSS account funds forfeited by the FSSP family will be treated as program receipts for payment of program expenses under the CHA budget for the applicable Public Housing Program, and shall be used in accordance with HUD requirements governing the use of program receipts.

## **18.8 Reporting [24 CFR 984.401]**

The CHA shall submit to HUD, in a form prescribed by HUD, a description of the activities carried out under the program, a description of the effectiveness of the FSSP in assisting families to achieve economic independence and self-sufficiency and of the program's coordination of community resources to assist families and recommendations by the CHA or the PCC for legislative or administrative action that would improve the FSSP and ensure the program's effectiveness.

**ATTACHMENT A**  
**REASONABLE ACCOMODATION POLICY**



## Chattanooga Housing Authority

# Reasonable Accommodation Plan

6/27/14

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the public housing programs. 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.

Furthermore, 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 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 make a modification to existing premises, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy CHA premises.

An accommodation or structural modification is not reasonable if it would impose an undue administrative and financial burden on the CHA, or fundamentally alter the nature of the Programs. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the Programs is on the CHA. If granting the requested accommodation would create an undue administrative and financial burden, the CHA shall approve the request to the extent that it can do so without undergoing the undue burden or fundamental program alteration as described above.

The following procedures set out the means by which applicants and residents may request accommodations and the guidelines that the CHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

a) Communication

The CHA will advise in writing the method to follow in order to request an accommodation at the time of orientation and will post the method in the site-based Management Offices. The Development Departments, Project Manager is the Chattanooga Housing Authority's ADA/504 Coordinator and is responsible for reviewing all requests for accommodations and for responding in writing to the requestors.

b) Questions to ask in granting the accommodation

The appointed staff members will conduct the following analysis:

- Is the requestor a person with disabilities?

For the purpose of the Americans with Disabilities Act (ADA) the definition of a person with disabilities is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. "Major life activities" include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, bathing, learning and working.

If the disability, for which the accommodation is being requested, is apparent or has already been documented, the answer to this question is "yes." If the disability is not apparent or documented, the CHA will obtain verification from a physician that the person is a person with a disability within the meaning of the ADA.

- Is the requested accommodation related to the disability?

If it is apparent that the request is related to the apparent or documented disability, the answer to this question is "yes." If it is not apparent, the requestor must provide documentation that the requested accommodation is needed due to the disability. The CHA will not inquire as to the nature of the disability. However, the CHA may inquire about the disability only to the extent that it is needed to make a determination regarding the applicant's eligibility for a program, a preference, or a reasonable accommodation.

- Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

First, would the accommodation constitute a fundamental alteration?

The CHA's business is housing. If the request would alter the fundamental business that the CHA conducts, it would not be considered reasonable. For instance, the CHA would deny a request to have the CHA do grocery shopping for a person with disabilities.

Second, would the requested accommodation create an undue financial hardship or administrative burden?

Frequently, the requested accommodation costs little or nothing. If the cost would be an undue burden, the CHA may request a meeting with the individual to investigate and consider equally effective alternatives.

If more than one accommodation is equally effective in providing access to the CHA's housing programs and services, the CHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the CHA if there is no one else willing to pay for the modifications. If another party pays for the modifications, the CHA will seek to have the same entity pay for any restoration costs.

The CHA will consider a resident's request to make physical modifications to a unit at his/her own expense. In making its decision, the CHA will consider whether the proposed modifications comply with local code and/or affect the structural integrity of the building.

Any request for an accommodation that will enable a resident to materially violate essential lease terms will not be approved, (i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.).

The CHA shall promptly provide the applicant for a reasonable accommodation with written notice of the decision. The notice shall contain the reason for the decision and inform the applicant that he/she may appeal the decision in accordance with this Policy.

**ATTACHMENT B**  
**EFFECTIVE COMMUNICATION POLICY**

# EFFECTIVE COMMUNICATION POLICY & PROCEDURES

## Effective Communication Policy

- A. The Chattanooga Housing Authority (CHA) wants to be sure that individuals with disabilities are able to understand communications with the CHA.
- B. CHA will provide auxiliary aids and services (aids and services) to be sure that communication is clear for applicants, residents, employees and other members of the public who have disabilities.
- C. Individuals with disabilities will be able to participate in the programs, services and activities conducted by the CHA.
- D. Examples of some aids and services:
  - Qualified sign language interpreter
  - Transcription service
  - Telephone handset amplifier
  - Note-taker
  - Written material
  - Large print material
  - Qualified reader
- E. Individuals MUST tell CHA that the aid or service is needed.

## Effective Communication Procedures

- 1. **Residents, Applicants or Members of the Public May Request Effective Communication:**
  - A. MUST make the request at least two weeks before the date the aid or service is needed.
  - B. In an emergency, CHA will accept a request less than two weeks before the date the aid or service is needed.
  - C. MUST make the request to the CHA property manager or the Section 504/ADA Coordinator.
  - D. The request can be made in writing or in person.
  - E. The resident or applicant may have another person help make the request.
  - F. The request must include:
    - Name
    - Date the request is being made
    - Date the aid or service is needed
    - Preferred type of aid or service
  - G. If need to cancel request, must tell CHA property manager, or Section 504/ADA Coordinator 48 hours before the time that the aid or service was to be used.
- 2. **CHA Process**
  - A. The CHA property manager will send request to Section 504/ADA Coordinator within one business day.
  - B. CHA will make every effort to provide the type of aid or service requested. CHA can provide a different aid or service if it can show that aid will provide effective communication. CHA can provide a different aid or service if it can show that the requested aid will change CHA's services or programs or is an undue burden.

- C. CHA will contact the person who made the request if there are concerns.
- D. CHA will notify the person when the request is approved.

### **3. CHA Notices and Correspondence**

- A. CHA letterhead will contain Tennessee Relay Service information.
- B. All meeting notices will contain the statement, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings."
- C. Individuals with disabilities may request aids or services for public events such as public hearings, Board hearings, public meetings, etc. Individuals must follow the procedures for requesting an auxiliary aid or service (#1 above).

## **Grievance Procedures**

### **1. General Information**

- A. The resident/applicant/member of the public (person) may file a grievance or complaint if not satisfied with CHA's decision about the request for an auxiliary aid or service.
- B. Complaint must be filed with the Section 504/ADA Coordinator (Coordinator).
- C. The person may write the complaint or may tell it to the Coordinator.
- D. CHA will provide help to any person who asks for help to file a complaint.
- E. The person may give supporting documents to the Coordinator.
- F. Complaint must be made within seven days after person receives CHA's decision.
- G. CHA will give extra time to file complaint if there is a good reason for it to be late.
- H. The CHA Executive Director will appoint someone to conduct the grievance hearing.
- I. The person conducting the hearing cannot have been involved in making the decision about the request for effective communication.
- J. The person may identify a representative to help with the process.

### **2. Hearing Date and Notice**

- A. CHA will schedule the hearing within 14 days or as soon as reasonably possible after receiving complaint.
- B. CHA will deliver advance written notice to person about time and place of the hearing.
- C. CHA may reschedule hearing if person agrees.
- D. CHA may reschedule hearing if person or CHA shows rescheduling is needed.
- E. Person and CHA must attend scheduled hearing.
- F. Person will lose the right to a hearing if does not attend scheduled hearing and has not requested to reschedule hearing.

### **3. Review of Documents Before the Hearing**

- A. CHA will allow person and/or the representative to review CHA documents about the grievance before the hearing.
- B. The person must request the documents from CHA before the hearing.
- C. CHA may not charge for the copies of the documents if there is a reason the person cannot afford to pay.

#### **4. People Who Can Attend the Hearing**

- A. The hearing will be private unless the person wants it to be open to the public.
- B. CHA can request that the hearing be private.
- C. The person and CHA can have a lawyer or another person there to assist him/her.
- D. The person and CHA can have other people at the hearing.
- E. The Hearing Officer will decide if any people must leave the hearing.
- F. The person, CHA and all other people at the hearing will follow the hearing rules.
- G. If the person misbehaves during the hearing, the Hearing Officer can stop the hearing and dismiss the grievance.

#### **5. Hearing Procedures**

- A. The Hearing Office will conduct the hearing fairly.
- B. The hearing may be tape-recorded.
- C. The hearing will follow informal procedures.
- D. Formal rules of evidence will not apply.
- E. The Hearing Office will state the issue.
- F. The person and CHA will give the Hearing Officer their information about the issue.
- G. The person and CHA can have witnesses testify at the hearing.
- H. The person and CHA can ask questions to all witnesses.
- I. The Hearing Officer may ask questions to all witnesses.
- J. The Hearing Officer may talk about the laws, regulations and CHA policies and procedures during the hearing.
- K. The Hearing Officer may request that the person or CHA provide more information if needed to make a decision.
- L. If more information is requested by the Hearing Officer, both the person and CHA will be able to provide more information.

#### **6. The Written Decision**

- A. The Hearing Officer will make a decision after the hearing.
- B. The Hearing Officer must use the following information to make the decision:
  - i. Evidence presented at hearing
  - ii. Additional information requested by Hearing Officer
  - iii. Laws, regulations, and CHA policies and procedures
- C. The decision must be written and dated.
- D. The written decision must report the facts of the issue provided during the hearing.
- E. The written decision must give the reasons for the decision.
- F. The written decision will be given to the person and CHA within fourteen (14) days after the hearing or as soon as reasonably possible.
- G. The written decision will be delivered by interoffice mail, US mail or hand delivery.

#### **7. After the Written Decision**

- A. The person and CHA must follow the rules of the decision.
- B. If the issue is taken to a court, the court ruling must be followed regardless of the grievance decision.
- C. The person does not have to file a grievance before he/she can take the issue to court.

**ATTACHMENT C**

**LANGUAGE ACCESS PLAN - LIMITED ENGLISH PROFICIENCY OR NON-  
ENGLISH SPEAKERS**



## CHA 2015 AGENCY PLAN

### LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

#### 1. DEFINITIONS

**Bilingual/Bilingualism-** The ability to speak two languages fluently and communicate directly and accurately in both English and another language.

**Covered Language-** Covered language, for translation [written language] only is Spanish, subject to change based on other emerging language groups.

**Interpretation Services [Oral Language Services]-** Interpretation services are the processes of orally communicating information from one language [source language] into another language [target language].

**Language Bank Volunteers-** Language bank volunteers are CHA employees and others who have been deemed proficient to provide oral interpretation and/or written translation in particular languages and who volunteer to provide such services. In the case of CHA employees, it is required that the volunteer's supervisor approve that the employee provide the service outside the scope of their usual work. The CHA maintains a Memorandum of Understanding with each language bank volunteer setting out the volunteer's and the CHA's roles and responsibilities. Currently, the CHA has engaged language bank volunteers who speak Arabic, French, Hindi, Kurundi, Punjabi, Russian, Spanish, Swahili and Urdu.

**Language Identification Card -** The Language Identification Cards list multiple languages, permitting persons who need language assistance services to identify the language in which assistance is needed. This document is available on the CHA's website at [www.chahousing.org](http://www.chahousing.org).

**Limited English Proficient Person-** A person who does not speak English as his/her primary language and who has a limited ability to speak, read, write, or understand English at a level that permits him/her to communicate effectively, in the course of application for or receipt of CHA services and/or benefits.

**Translation Services –** Translation services are the written communications of a text from one language [source language] into an equivalent written text in another language [target language].

**Vital Documents-** Vital documents are documents that are critical for ensuring meaningful access to CHA's services, activities, and programs. Such vital documents include documents that solicit or contain information for establishing or maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some

examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free translation services.

Additionally vital documents include documents that create or define legally enforceable rights or responsibilities. Some examples include: leases, notices to quit, notices of rights, denial, loss or reduction of benefits and hearing notices.

## **2. POLICY**

It is the policy of the Chattanooga Housing Authority [“CHA”] to take reasonable steps to ensure that people with Limited English Proficiency [“LEP”] have meaningful access to the CHA’s programs, services and activities.

This policy complies with the Department of Housing and Urban Development’s [“HUD”] “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons” dated January 22, 2007.

The CHA hereby designates the Director of Resident Services as its Language Access Coordinator [“LAC”] to assess annually the language assistance needs of the CHA and to monitor the CHA’s delivery of language assistance services in conjunction with CHA departments that provide programs or services to residents, applicants and voucher holders participating in the Housing Choice Voucher Program [“HCVP”]. The LAC shall recommend modifications to this LEP Policy and Language Access Plan [“LAP”] regarding the CHA’s delivery of language assistance services to LEP persons.

## **3. APPLICABILITY**

This policy applies to departments that provide services or programs to CHA applicants, residents and HCVP voucher holders.

## **4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS**

All CHA departments providing programs or services to CHA customers shall conduct periodic evaluations of the service tools being provided to LEP applicants, residents and HCVP voucher holders to determine if there are new and/or different needs. The CHA shall use the U.S. Department of Justice’s “Four Factor Analysis” found at [www.justice.gov/crt/lep/selfassesstool.htm](http://www.justice.gov/crt/lep/selfassesstool.htm) and any amendments thereto, in the determination of the CHA’s language assistance services needs.

**Factor 1: Determine the number or percentage of LEP persons eligible to be served or likely to be served by the CHA programs, by using one or more of the following:**

- Provide questions on an initial application or enrollment form to determine if the applicant needs language services;
- Identify language utilizing Language Identification Card, if available, and record language of applicant, residents or voucher holder at points of contact and service.

**Factor 2: Each CHA Department shall track and record requests for language assistance, service provided [interview, hearing, briefing, etc] and who provided language services [e.g. bilingual employee, Language Bank Volunteer, contract vendor, other]**

**Factor 3: Determine the nature and importance of the CHA's programs and activities by recognizing which CHA activities may require an interpreter to assist an LEP person.**

Examples of such activities include: assisting a LEP person with interpretation services during an eligibility interview, housing offer and lease signing, or during a termination of tenancy hearing.

**Factor 4: Determine available and future resources and costs associated with providing language services to LEP applicants, residents and HCVP voucher holders.**

Each CHA Department should determine if it is more cost effective to reassign staff, hire additional bilingual staff or contract with vendors to perform routine duties that require interpretation services. Departments that provide direct services to applicants, residents and HCVP voucher holders should make every effort to provide interpretation services through the use of bilingual staff members or through contracted services.

## **5. PROVIDING LANGUAGE ASSISTANCE SERVICES**

### **A. Interpretation Services [Oral Language]**

Each CHA Department office or location that provides programs and/or services shall provide oral interpretation at no charge for LEP persons at points of contact and service upon request. The CHA shall notify all applicants, residents and HCVP voucher holders about their ability to request an interpreter in notices of scheduled appointments with the CHA. Appointments and/or interviews may need to be rescheduled to a later date to provide language assistance services.

Types of activities for which interpretation services shall be offered to LEP persons, include but are not limited to the following:

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing

- Applicant/Resident/Voucher Holder Private Conferences & Hearings
- Annual and Interim Recertification Interviews

The CHA staff shall not require or ask LEP persons to bring their own translator. However, if a LEP person *requests* that an adult family member or friend [18 years of age or older] provide interpretation, this practice is acceptable only if it is his/her choice.

Upon identification of the language required to service the LEP person, the CHA employee shall contact an interpreter to advise the LEP person about the availability of language services and document if the LEP person still chooses to have his/her own interpreter.

There are some situations where the use of family members or friends is not appropriate [e.g. domestic abuse or sexual assault]. In those instances, the CHA staff or others shall provide language assistance.

**Note:** For sign language interpreters, applicants, residents and HCVP voucher holders shall submit a “Request for Reasonable Accommodation Form” to the appropriate CHA Department Director. For further information related to persons who need sign language interpreters please refer to the CHA’s policies on effective communication and reasonable accommodation that are available at all CHA offices and on the CHA’s website at [www.chahousing.org](http://www.chahousing.org).

## **B. Translation Services [Written Language]**

Each CHA Department Director, in consultation with the LAC, shall conduct an initial review of its written documents for the purpose of assessing whether any document is vital and requires translation. As new documents are developed, a similar review shall be conducted to determine if new documents are “vital” and require translation.

All vital documents must be translated into the covered languages before distribution. This commitment is subject to the availability of appropriated funds.

Examples of vital documents may include, but are not limited to: the public housing lease, applications for various programs, and denial and termination notices.

Based upon the most recent Four Factor Analysis, vital documents currently in use as defined in section 4[B] of this policy will be translated into Spanish.

## **6. OUTREACH**

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at

[www.chahousing.org](http://www.chahousing.org), and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

The CHA will conduct outreach to organizations that provide services to LEP persons such as La Paz de Dios [speakers of Spanish and St. Peter and Paul's Church [speakers of Kurundi and Swahili]. The CHA shall conduct outreach to available media in other languages in an effort to inform LEP persons about available services and programs. As additional language needs are identified, the CHA will expand its outreach efforts accordingly.

## **7. TRAINING**

The CHA's LAC will provide ongoing training for appropriate staff about this policy and related procedures; Training will include: an overview of this policy and related procedures, how and when to use the CHA's Language Identification Card to identify the language in which the LEP person needs assistance; how and when to access language services through bilingual staff, volunteer language bank or contract vendor; how to work with an interpreter; prohibition against requiring or asking LEP person to bring his/her own interpreter; and cultural sensitivity.

## **8. MONITORING AND RECORDKEEPING**

### **A. CHA-Wide Monitoring**

The LAC will monitor the CHA's provision of language assistance services to LEP persons on an ongoing basis and will meet, no less than semi-annually, with CHA Department Directors to coordinate and facilitate the delivery of language services and address issues related to language services.

The LAC's responsibilities include:

- Monitoring the implementation of the CHA's LAP and updating it annually at the time of Annual Plan Review;
- Meeting with Department Directors to ensure that all departments are in compliance with the requirements for providing language assistance services;
- Assessing annually the "language assistance needs of the CHA" by reviewing data on the provision of language services and the prior year's provision language assistance services and recommending modifications of the plan;
- Monitoring the translation of vital documents;
- Overseeing quality control assessment of language services;

- Establishing of certification procedure to ensure competency of interpreter and translators; and
- Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

#### **A. Departmental Monitoring**

CHA departments providing direct services to applicants, residents and HCVP voucher holders shall regularly monitor and assess the language assistance services they provide to ensure meaningful access by LEP persons.

Each CHA Department Director shall be responsible and accountable for the following:

1. Ensure tracking of language assistance services provided by the department as follows: LEP person served, the language, and the type of service and how language service was provided.
2. Work with the LAC to address issues related to language services;
3. Provide information to the LAC to help identify emerging languages and changes in the proportion of existing language groups;
4. Provide LAC with reports on language assistance provided;
5. Identify staff requiring training on the delivery of language services [e.g. new hires, employees new to a department]; and
6. Provide LAC with updated language assistance service needs of the Department.

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Chief Financial Officer
Housing Choice Voucher Program	Director of HCVP
Human Resources & Procurement	Director of HR and Procurement
Information Technology	Manager of IT
Public Safety	Chief of Police
Resident Services	Director of Resident Services

## **9. COMPLAINTS**

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at [cjohnson@chahousing.org](mailto:cjohnson@chahousing.org) or telephone at 423.752.4828.

## **10. GRIEVANCE PROCEDURES**

### **A. General**

If the requesting LEP individual is not satisfied with the CHA's response to the individual's request for language assistance, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the LAC. The CHA shall ensure that all communications relating to the LEP's right to grieve and ensuing communications will be translated in the appropriate language.

The grievance may be communicated orally or in writing within seven days after notification of the CHA's response to the request for language assistance. However, all oral grievances must be reduced to writing and maintained in the CHA's files. In addition, the CHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

The CHA shall permit additional time for initiation of a grievance if the CHA shall find that there was a good reason for late initiation of the grievance and the late initiation would not cause prejudice to the CHA.

The grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under review or subordinate of such person.

### **B. Hearing Date and Notice**

The CHA shall schedule a grievance hearing within fourteen (14) days or as soon as reasonably practical after the CHA's receipt of the request.

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The CHA may reschedule a hearing by agreement, or upon showing by the grievant or the CHA, that rescheduling is reasonably necessary.

If the grievant does not request that the hearing be rescheduled and does not appear at the hearing, the grievant has waived the right to a hearing.

### **C. Pre-hearing Examination of Relevant Documents**

Prior to a grievance hearing, the CHA shall provide the grievant and/or his or her representative a reasonable opportunity to examine CHA documents that are directly relevant to the grievance. Following a timely request the CHA shall provide copies of such documents to the grievant and may waive the charge for the copies for good cause (including financial hardship).

#### **D. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, it shall be open to the public unless the CHA otherwise directs. The CHA and the grievant shall be entitled to have a reasonable number of persons present at a grievance hearing. The Hearing Officer shall decide a challenge to the presence of any such person.

The CHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct him or herself in an orderly manner or shall be excluded. If the grievant misbehaves at the hearing, the Hearing Officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

#### **E. Procedure at the Hearing**

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing may be tape-recorded. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The Hearing Officer shall initially define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. The grievant and the CHA shall be entitled to question each other's witnesses. The Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and CHA policies and procedures. The Hearing Officer may request the CHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

#### **F. The Decision**

##### **i) Written Decision**

After the hearing, the Hearing Officer must make the decision. This decision must be based upon the evidence presented at the hearing, additional information requested and upon applicable laws, regulations, and CHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the Hearing Officer shall provide the CHA and the grievant with the written decision by interoffice mail, US mail or hand delivery.



**ii) Effect of a Decision on a Grievance**

The decision on a grievance shall be binding between the CHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

## **ATTACHMENT D**

### **Family Self-Sufficiency Program Action Plan**

**Chattanooga Housing Authority**  
**FAMILY SELF-SUFFICIENCY PROGRAM**

**ACTION PLAN**  
**8/5/14**

**1. INTRODUCTION**

The Chattanooga Housing Authority [“CHA”] is pleased to have the opportunity to participate in the Family Self-Sufficiency Program [“FSS”] offered by the Department of Housing and Urban Development [“HUD”]. The CHA welcomes the opportunity to encourage and assist clients in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality available assistance to clients.

The mission of the CHA’s FSS Program is to match families participating in the Housing Choice Voucher Program [“HCVP”] and the Low Income Public Housing Program [“LIPH”] with existing community services to achieve economic self-sufficiency and to assist FSS Program Participants in all manners possible that will enable them to become economically self-sufficient.

**2. TERMS & DEFINITIONS**

**Cash Assistance:** Monetary assistance as defined by 24 CFR 984.10; cash maintenance payments provided through Federal/State welfare programs.

**Client(s):** Family and/or individual participating in the FSS Program.

**Contract of Participation (“CoP”):** A contract [HUD Form 52650] sets forth the principal conditions and terms governing participation in the FSS Program. The contract includes the rights and responsibilities of the parties involved, i.e. the client and the CHA. The contract also defines all goals of the client in the “ITSP” portion of the contract.

**Escrow Account:** Under the terms of the CoP, clients may have deposits made into an escrow account, operated and maintained by the CHA. Clients may be eligible for deposits into the account under guidelines set forth in the CoP and HUD’s FSS Escrow Account Credit Worksheet, HUD Form 52652. There will be one interest bearing Escrow Account established in which each eligible client, and his/her deposits and calculated interest, will be a sub-line item.

**Goal(s):** Goal(s) listed within individual client’s Individual Training and Service Plan [“ITSP”].

**Head of Household:** The adult member of client family that is considered head of household for eligibility and rent calculation determinations.

**Individual Training and Service Plan:** Part of CoP, HUD Form 52650: final and interim goal sheets. A written plan prepared in cooperation with each adult individual, who wishes to participate, in client family that designate personal and professional goals to be accomplished by client before ending date of CoP. The ITSP is part of the CoP.

**Participant(s):** Persons and/or families that are currently and actively receiving HCVP assistance within the CHA's jurisdiction or families residing in CHA LIPH properties.

**Seeking Employment:** Actively conducting a job search by sending out resumes, going on job interviews, completing and submitting applications, following through with employment opportunities in general.

**Suitable Employment:** Employment obtained and maintained by client that will allow independence from cash assistance.

### 3. FAMILY DEMOGRAPHICS

The CHA no longer has mandatory slots in its FSS Program. With existing staff, the CHA currently has capacity to maintain a program size of 125 to 200 participants in the Housing Choice Voucher Program. With existing staff, the CHA currently has capacity to maintain a program size of 25 to 50 residents in the LIPH Program.

#### HCVP Overall Program Statistics [As of 8/1/2010]

HCVP Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1021	594	622	431	182	111	2961

#### HCVP FSS Participant Statistics [As of 8/1/2010]

HCVP FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	12	37	39	32	13	11	144

### **LIPH Overall Program Statistics [As of 8/1/2010]**

<b>LIPH Households by Family Size</b>	<b>Family Size</b>						<b>Total</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6+</b>	
	<b>1313</b>	<b>546</b>	<b>375</b>	<b>206</b>	<b>79</b>	<b>52</b>	

### **LIPH FSS Participant Statistics [As of 8/1/2010]**

<b>LIPH FSS Participants by Family Size</b>	<b>Family Size</b>						<b>Total</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6+</b>	
	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>3</b>	

#### **4. FSS FAMILY SELECTION PROCEDURES**

The CHA shall select FSS clients on a first come first served basis from active HCVP participants and LIPH residents. The CHA will select families in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap/disability, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

The CHA will not discriminate against any potential/current client based on a disability (ies). The CHA will make all reasonable accommodations in order to allow client participation in the FSS Program. Should the CHA be unable to accommodate the client due to undue financial and/or administrative burdens, the CHA will refer the client to other agencies that may be able to better assist the client's needs.

Any person who participated previously in the CHA's FSS Program and was terminated for cause will not be eligible for future FSS participation, and will have his/her application immediately withdrawn. The person will be notified by mail or withdrawal.

- **Waiting List**

The CHA will give a priority, should current program size be filled, on the FSS waiting list to any eligible participant who ported in to the CHA from another jurisdiction and was actively participating in the FSS Program at the original housing authority. The CHA's FSS Coordinator will contact original FSS Program to ensure that the client was actively participating in program at time the client elected the portability option.

The CHA will maintain a waiting list, should it be necessary, for the FSS Program on a first come, first served basis. An exception to this will only be granted for incoming portability clients as noted above.

- **FSS Program**

Once a participant/resident has applied to the FSS Program, the following procedures will be followed to determine if the client will be eligible to participate in FSS:

The CHA will schedule an appointment with the interested participant/resident, at which time the applicant to the FSS Program will complete an FSS application. At this time the applicant and the CHA staff member shall identify both short term and long term goals for the family.

The CHA may require the applicant to complete some pre-selection tasks to complete. All such tasks relate to breaking through barriers and/or completing the first steps towards the applicant's future goals in order to assess the applicant's motivational level.

Within two to six weeks of the first appointment, the CHA will schedule a second appointment with the applicant to determine the applicant's status. If the applicant has successfully completed the pre-selection tasks, the CHA shall invite the applicant to join the FSS Program, provided a slot is available.

Eligible applicants who have met the criteria above shall be able to join the FSS Program provided that they are active and current HCVP participants/ LIPH residents within the jurisdiction of the CHA and as long as there is a slot available.

## **5. INCENTIVES**

The main incentive offered to all clients is the ability of the client to build escrow funds during participation in the FSS Program. The CHA shall distribute all earned escrow money to eligible clients (those who have completed all goals outlined on ITSP and are cash assistance free at time of CoP completion) minus any monies owed to the CHA.

Other incentives, such as gift certificates, coupons, free items may be offered to clients for goal completion and financial need as available. There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

## **6. OUTREACH EFFORTS**

The CHA will take measures to educate all participants and residents about the FSS Program. These efforts may include the distribution of informational brochures at the time of lease signing, briefing, recertification, flyers on bulletin boards throughout the

CHA's offices, and the distribution of information to social service providers who may be providing services to the CHA's participant/resident population. The CHA may, from time to time, hold meetings to describe the FSS Program and answer questions from potential applicants to the Program.

## **7. ACTIVITIES AND SUPPORTIVE SERVICES**

The CHA shall provide the clients with a packet of information listing local resources, the services that are offered, and addresses and telephone numbers for each resource. The CHA shall make flyers available to all clients at appointments, via telephone request regarding local resources available such as budgeting classes, childcare assistance, and counseling services. The CHA will make available the services of any partner organizations in the community.

The CHA's FSS Coordinator shall work closely with clients to identify needed assistance and make appropriate referrals to individuals/organizations in the community who may assist in the completion of one or more goals.

The FSS Coordinator may also offer other supportive services such as monthly support group meetings, a mentor program, job search materials and notices, resume creation assistance, credit report review and evaluation and information on homeownership opportunities.

## **8. IDENTIFICATION OF SUPPORT NEEDS**

The CHA will take measures to identify the support needs of clients by way of the original application form, the needs assessment during the initial FSS interview, during reexamination, and regularly scheduled appointments. The CHA shall continue to provide referrals to supportive services on an ongoing basis at the client's request. These services may include transportation, job training, job search, financial assistance, education and any other service needed that the FSS Coordinator may be able to secure on behalf of the client.

## **9. PROGRAM COMPLETION AND TERMINATION, WITHHOLDING OF SERVICES, GRIEVANCE PROCEDURES**

- ***Program Completion***

A client will have successfully completed the FSS Program when all goals listed on the ITSP have been met, the client is working, and the client is no longer on cash assistance. All clients who meet these requirements shall be entitled to receive all escrow monies and any earned interest, less any monies owed to the CHA. A client will also have successfully completed the FSS Program when thirty percent of the client's monthly adjusted income exceeds the fair market rent/flat rent for the number of bedrooms needed by the family and no family member is receiving cash assistance.

- ***Terminations for Cause***

Any client terminated for cause from the FSS Program will not be allowed to participate in the FSS Program at the CHA in the future.

The CHA's FSS Coordinator shall meet with the clients on a semi-annual basis so that the clients may provide verbal and written documentation of progress made in completing their goals. The CHA shall provide written notice of the meetings. If a client misses two such scheduled appointments and fails to reschedule an appointment within a reasonable time, the CHA shall terminate the client's participation in the FSS Program and any escrow monies shall be forfeited.

The FSS Coordinator shall notify any client who consistently fails to complete any goals listed within the individual ITSP in writing. The CHA shall advise the client that he/she will be placed on "probation" for a period not to exceed three months. If the client does not meet the required goals within the probationary period then the CHA may terminate the client from the FSS Program and any escrow monies will be forfeited. The CHA may grant exceptions due to medical reasons.

Termination of participation in the FSS Program may occur for any reasons detailed in the CoP. Any client who is evicted from LIPH or who has HCV Program participation terminated shall be immediately terminated from the FSS Program and any escrow monies shall be forfeited.

- ***Withholding of Services***

All clients must complete activities within dates listed in each ITSP and provide the CHA and HUD with information about the clients' participation in the FSS Program in order to help evaluate the FSS Program. All clients must also abide by terms listed in the Agreement to Succeed that shall be signed and take effect at the time of CoP execution.

All family members in the client's family must comply with the terms of the lease and family obligations if applicable, and become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration.

The client head of household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or possible termination from the FSS Program.

- ***Grievance Procedures***

Applicants to and clients of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Application. Any such grievance will be processed in



accordance with the HCVP Administrative Plan and/or Admissions and Continued Occupancy as applicable.

## **10. ASSURANCE OF NON-INTERFERENCE**

No individual or family that chooses not to participate or is terminated from the FSS Program will be discriminated against in any way including denial, delay or termination of HCVP and/or LIPH lease termination.

## **11. CERTIFICATION OF COORDINATION**

The CHA has entered into Memoranda of Agreement with the Tennessee Departments of Human Services and Child Support Services. These agreements provide an understanding that the CHA will work together to coordinate efforts to support self-sufficiency for mutual clients/participants/residents. The CHA and these Departments will work together to target services and resources for families, coordinate and streamline administrative functions to ensure the efficient delivery of services to families.

Through the creation and maturation of the Program Coordinating Committee [“PCC”] the CHA will continue to ensure improved resource referrals and supportive services. At all times possible the PCC shall retain one or more representatives from the following organizations:

- Department of Human Services
- Chattanooga State / GED providers
- Local lenders
- Child care providers
- Credit Counseling Organizations such as CNE and Urban League
- CARTA and other transportation entities
- Career Development Organizations
- Others, as identified

The PCC will meet at least semi-annually to ensure continued involvement and cooperation among all agencies involved. The PCC will be a strong resource in implementing needed resource referral and supportive services to the FSS Program clients.

## **12. ESCROW ACCOUNTS**

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP, FSS Escrow Credit Worksheet, CHA’s FSS policies and this Action Plan.

The CHA shall allow clients to make interim withdrawals up to and including total amount deposited into the escrow account and interest earned minus any monies owed to the CHA provided that the following terms are met: 1) the reason for withdrawal must

be related to completion of educational/job training related goals such as money for tuition, books, manuals, equipment, etc., and 2) the client must provide verification of any money needed, the HCVP/LIPH Director and Executive Director must approve the request, and the check usually should be issued to both the client and/or business that will be accepting the client's payment for the above stated reasons. For services such as car repair, home maintenance, or other similar service, the CHA may require the client to submit three estimates for the service to ensure that the client is receiving the best quality service at the lowest price.

All clients that have successfully completed the FSS Program are eligible to receive their escrow payments. The escrow payment will be the amount deposited into the account on the client's behalf, plus any interest, less any monies owed to the CHA once verification has been obtained that no family member is receiving cash assistance.

All escrow monies forfeited by a client due to CoP termination and/or fraud committed by the client shall be placed back into HAP fund or AMP account maintained by the CHA.

All clients who have any amount of monies deposited into escrow accounts on their behalf shall receive a report of the amount, including any interest earned at least once per year. The CHA will retain accurate records of escrow accounts and all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each client.

### **13. CLIENT FRAUD POLICY ESCROW ACCOUNTS**

Should a client commit fraud and/or fail to report timely any change in household composition, income and/or assets, the client will forfeit any and all escrow monies deposited and interest earned on such monies that relate to said incident. The client may also be terminated from the FSS Program for a CoP violation.

### **14. DEBT POLICY**

Any client that is indebted to the CHA must agree to and complete a "Promissory Note" and "Repayment Agreement." The client must abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt will become a part of the client's ITSP. Failure by the client to make agreed upon payments will be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any client that is still indebted to the CHA upon successful completion of all other goals in the ITSP will have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to client.

Any participant that applies to the FSS Program and is indebted to the CHA at the time of application will be allowed to become a participant provided requirements of participation are met and the client agrees to abide by above stated rules regarding debt.

## **15. CONTRACT EXTENSION POLICY**

Every CoP is originally executed for five years. Some clients may complete their participation before the five-year period ends. However, some clients may need more than five years to successfully complete the FSS Program. A contract may be extended for a period not exceeding two years from the original ending date of contract for the following reasons: 1) in order to allow a client to meet the goal of being twelve months case assistance free; 2) if a client has an involuntary job loss; 3) if a client, or a dependent of the client, has experienced a serious illness or injury that resulted in a delay of client meeting and completing goals listed within the ITSP; and/or 4) if a client has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (i.e. client is in college and needs to take more credits to graduate due to a credit(s) not being transferable due to school policy).

A client must be able to provide verification of one of the above situations in order to qualify for a contract extension.